

**AGREEMENT**

BETWEEN

THE MONMOUTH COUNTY BOARD OF HEALTH,  
THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

-and-

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

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JANUARY 1, 2022 through DECEMBER 31, 2025

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## PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Board of Health (“Board of Health”), the Monmouth County Board of County Commissioners (“County”) (collectively, “Employer”) and the Communication Workers of America, Local 1040, AFL-CIO (“CWA” or “Union”), and represents the complete and final understanding between the parties.

This Agreement has as its purposes the promotion of harmonious relations between the Employer and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other terms and conditions of employment for employees within the negotiations unit.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Employer recognizes the CWA as the exclusive representative of all full-time employees employed at the Board of Health in the titles set forth in Section 2 below, including part-time employees in those titles who are working twenty (20) hours or more weekly, but excluding all confidential employees, managerial executives, and supervisors, police and fire employees, casual employees, employees in other negotiations units, professional employees, and all other employees employed at the Board of Health.

**Section 2.** Recognized titles are as follows:

1. Account Clerk
2. Analyst Trainee
3. Assistant Administrative Analyst
4. Assistant Health Educator
5. Environmental Compliance Investigator
6. Environmental Health Specialist
7. Environmental Health Specialist Trainee
8. Environmental Services Trainee
9. Field Representative Disease Control
10. Hazardous Materials Responder
11. Hazardous Materials Technician I
12. Hazardous Materials Technician II
13. Health Educator
14. Keyboard Clerk I (formerly Clerk Typist)
15. Keyboard Clerk II (formerly Senior Clerk Typist)
16. Keyboard Clerk III (formerly Principal Clerk Typist)

17. Principal Lab Technician Water
18. Program Monitor
19. Registered Environmental Health Specialist
20. Registered Environmental Health Specialist Trainee
21. Senior Account Clerk
22. Senior Environmental Health Specialist
23. Senior Lab Technician
24. Senior Registered Environmental Health Specialist
25. Senior Field Representative Health Education
26. Water Sample Collector

**Section 3.** A new title authorized for use by the Employer at the Board of Health may be negotiated for inclusion into the negotiations unit. If agreement between the Employer and Union cannot be reached, the disputed title will remain excluded from the negotiations unit until final resolution by the Public Employee Relations Commission (“PERC”).

**ARTICLE 2**  
**UNION RIGHTS**

**Section 1.** Duly authorized representatives of the Union shall be granted a maximum of ten (10) days of paid leave during any calendar year for attendance at authorized Union conventions, shop steward training, or meetings. Requests to use Union leave time must be made to the Public Health Coordinator in writing by an authorized Union representative at least two (2) weeks in advance of the use of such time, and will not be unreasonably denied. Unused Union leave days will not accumulate from year to year.

**Section 2.** Duly authorized Union representatives who are not employees of the Board of Health or the County shall have the right to visit the workplace on Union business upon prior notice to and receipt of approval from the Public Health Coordinator. Such approval shall not be unreasonably withheld.

**Section 3.** The CWA shall have the right to post notices concerning Union business on bulletin boards provided by the Board of Health at its main office location and at the scale area of the Monmouth County Reclamation Center. The Union will reimburse the County for the cost of the bulletin board at the Reclamation Center location. Bulletin boards shall be used for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union, with all notices presented to the Public Health Coordinator prior to posting.

**ARTICLE 3**  
**UNION DUES**

**Section 1.** The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the County, the amount of monthly Union dues. Monthly Union dues shall be in the amount certified to the County by the Union, through its Secretary-Treasurer or other designated official, at least thirty (30) days prior to the month in which the deduction of dues is to be made.

**Section 2.** Deduction of the Union dues made pursuant to this Article shall be remitted by the County to the Union by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions were made. Once dues are transmitted to the Union, their disposition shall be the sole exclusive responsibility of the Union.

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

**Section 4.** Withdrawals of membership authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and terms of the agreement set forth between the Union and the negotiations unit member on the membership/dues authorization card, or equivalent document. When an employee transfers out of the negotiations unit, the County will cease collection of union dues at the earliest feasible opportunity.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

**Section 1.** Seniority is defined as an employee's continuous length of service with the Board of Health or the County, beginning with date of hire.

**Section 2.** Seniority by work section shall be given preference in vacation schedules, and, all other things being equal, shall also be given preference in promotions and work shifts.

**Section 3.** The County shall maintain a service roster showing each employee's date of hire, classification and pay rate, and shall furnish a copy of same to the CWA upon request.

**Section 4. Probationary Period.** New employees receiving a permanent appointment shall serve a three (3) month probationary period. The Employer has the right to remove said employees during or at the end of such probationary period, provided performance has not been satisfactory in accordance with the standards established by the Employer. Such dismissal shall not be subject to the grievance procedure, but may be appealed to the New Jersey Civil Service Commission ("Civil Service Commission") in accordance with its regulations.

**Section 5.** It is understood that a three (3) month probationary period shall also apply to those employees who have been in service but have been promoted to a higher title. Those employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer. Such return shall not be subject to the grievance procedure, but may be appealed to the Civil Service Commission in accordance with its regulations.

**Section 6. Job Postings.** Job openings, except entry level clerical positions, shall be posted on the main office bulletin board and the scale area of the Monmouth County Reclamation Center, and shall remain posted for a period of ten (10) working days.



**Section 7. Personnel Files.** An employee shall have the right to review his or her County personnel file on request.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

**Section 2.** The Employer retains the responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees, not inconsistent with the expressed provisions of this Agreement.

**Section 3.** Among the rights retained by the Employer are the right to direct the working forces; to plan, direct and control all the operations and services of the departments covered in this Agreement; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); and to change or eliminate existing methods, equipment or facilities. The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**Section 4.** The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

**Section 5.** In the event the Governor of New Jersey or other applicable federal, state or local governmental authority declares a public health emergency, during the pendency of the

emergency, negotiations unit members will be subject to and shall comply with all applicable health, safety and leave policies promulgated by the Board of County Commissioners, the County Administrator and the Public Health Coordinator, copies of which shall be provided at least seven (7) days in advance to the Union whenever practicable. However, in the event management determines that for health and safety reasons a policy must be implemented without providing the full seven (7) days' notice, it shall be provided to the Union as soon as practicable after it has been promulgated. The County will meet with the Union promptly upon request to discuss any concerns arising from the promulgation of these policies.

**ARTICLE 6**  
**SHOP STEWARD**

**Section 1.** The Union shall be entitled to name two (2) Stewards and two (2) Alternate Stewards, and will provide written notification to the Employer of each Steward and Alternate Steward that represents it. The Union shall notify the Employer of any changes in designation as they occur.

**Section 2.** A Steward, or an Alternate Steward in the absence of a Steward, shall restrict his or her activities to the handling of grievances. A Steward shall be allowed a reasonable amount of time for this purpose, but only to such extent as it does not neglect, retard or interfere with his or her work or duties for the County, or with the work or duties of other employees. A Steward must ask his or her immediate supervisor for permission to investigate and adjust grievances, and such permission shall be granted without unreasonable delay and at no loss of pay.

**Section 3.** Except for processing grievances and negotiating contracts, Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

**ARTICLE 7**  
**DISCIPLINARY PROCEDURES**

**Section 1.** Employees shall not be disciplined or discharged except for just cause.

**Section 2.** The Union shall be provided with a written copy of any notice of disciplinary action issued to an employee, through a specifically designated representative, within two (2) business days after it is issued, unless in that period the affected employee advises the County it does not want this notification to take place. In that instance, the County need only advise the Union that minor or major disciplinary action has been instituted against an employee but shall not be required to provide any further details of same unless later advised by the employee that the County should do so.

**Section 3.** An employee required to attend an investigatory meeting that may result in disciplinary action against that employee shall be entitled to have a Union representative attend the meeting, and shall be given notice of his or her right to have a representative present during the meeting. If an employee requests a Union representative and none can be reasonably provided, the meeting will not be unduly delayed, provided, however, the Union will provide the County with contact information for at least three qualified Union representatives, and the parties shall endeavor to ensure requested Union representation is present whenever it is feasible to do so without detrimentally affecting the County's interests.

**Section 4.** Minor Disciplinary Action shall include, but is not limited to, the following:

- a. Suspensions of one (1) through five (5) days;
- b. Official written reprimands.

Minor Disciplinary Action may be appealed through the Grievance Procedure contained in Article 8 of this Agreement, commencing at Step 2, if initiated within fifteen (15) days of notice of the discipline.

**Section 5.** Major Disciplinary Action shall include, but is not limited to, the following:

- a. Suspension of more than five (5) days at one time;
- b. Demotion;
- c. Discharge.

An employee receiving notice of a Major Disciplinary Action shall be entitled to a departmental hearing according to the rules of the Board of Health. An employee may appeal any adverse decision rendered (via a Final Notice of Disciplinary Action) to the Civil Service Commission within twenty (20) calendar days after receipt of the Final Notice of Disciplinary Action, pursuant to its regulations. The Civil Service Act, N.J.S.A. Title 11A, and the regulations promulgated thereunder set forth in N.J.A.C. Title 4A, shall govern the disposition of such request or petition.

**Section 6.** If an employee is suspended without pay for more than thirty (30) days, his or her County-funded health benefits shall cease as soon as practicable thereafter, except that this provision shall not be applicable if there exists a contrary County policy that would allow a non-union employee in like circumstances to maintain his or her County-funded health benefits, in which instance the more favorable County policy shall apply. Any employee whose County-funded health benefits are affected by this Section shall be offered continuation coverage through COBRA to the extent eligible.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is defined as a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or a dispute concerning disciplinary action taken against a member of the negotiations unit.

**Section 2.** The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to problems that may from time to time arise under this Agreement affecting employees in the negotiations unit.

**Section 3.** In order to be considered under this procedure, a grievance must be initiated in writing within fifteen (15) days of the date on which the grievant or Union knew or should have known of the event or events giving rise to the complaint; and the grievance must state clearly the contract provision claimed to have been violated, misinterpreted or inequitably applied or the disciplinary action contested.

**Section 4. General Procedures.**

1. Nothing herein contained shall be construed as limiting the right of a grievant to discuss the matter informally with his or her immediate supervisor.
2. The number of days indicated at each level of the grievance procedure shall be considered as maximums and every effort should be made to expedite the process. Time limits may be extended only if mutually agreed upon in writing.
3. Any written disposition of a grievance at any step that is not appealed to the succeeding step within the time limits provided shall be deemed to be

a waiver of further appeal of the decision.

4. The failure to provide a written disposition of a grievance at any step within the time limits provided shall be considered a denial of that grievance and shall require the grievant to appeal that denial to the next step unless satisfied with the action taken. If there is no such appeal to the succeeding step within the time limits provided, that shall be deemed to be a waiver of further appeal of the decision.
5. Any employee shall be entitled to the assistance of a Union representative at all steps of the grievance procedure.
6. No employee shall suffer any loss of pay because of attendance at a grievance meeting scheduled during working hours. Employees shall not be paid for attendance at grievance meetings under this procedure if such meetings are scheduled outside the employee's scheduled working hours.

**Section 5. Specific Procedures.**

**Step 1**

- (a) An employee having a grievance shall present it in writing to his or her immediate supervisor on established grievance forms.
- (b) The grievance shall set forth the event or events giving rise to the grievance; the provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied; and the remedy sought.
- (c) The immediate supervisor shall schedule a meeting with the grievant within ten (10) days after receipt of the grievance and the Union representative, if requested, and shall thereafter render a written disposition on the grievance



within five (5) working days. It is noted that certain grievances may be outside the scope of the immediate supervisor's ability to provide effective relief and in such instance, the immediate supervisor may advise the grievant that he or she must refer the matter to the next available step in the grievance procedure.

### **Step 2**

- (a) If the grievant is not satisfied with the immediate supervisor's answer, or if an answer is not received within the time limit, the grievant shall have the right to file an appeal in writing with the Public Health Coordinator within ten (10) working days of receiving the answer or the expiration of the time for answer. Such appeal shall be made on the forms provided for that purpose.
- (b) The Public Health Coordinator shall render a written decision on the appeal within five (5) working days.

### **Step 3**

- (a) If the grievant is not satisfied with the answer received at Step 2 or if no answer is received, the Union may, within thirty (30) days following receipt of the answer or expiration of the time period established for answer, initiate a demand for arbitration with PERC. The Union shall provide the Public Health Coordinator and the County's Human Resources Director with a copy of any demand for arbitration.
- (b) An arbitrator shall be selected by the parties in accordance with the procedures established by PERC.

- (c) The grievance arbitration proceedings shall be conducted in accordance with the rules and regulations established by PERC. The arbitrator shall conduct a hearing and shall render a written decision within thirty (30) days of the close of the hearing. The arbitrator shall add nothing to nor subtract anything from the terms of this Agreement. The decision of the arbitrator shall be final and binding.
- (d) The County and the Union shall share equally the arbitrator's fee and expenses. All other expenses shall be borne by the party incurring them.

**ARTICLE 9**  
**SALARY**

**Section 1.** All employees in the unit and employed by the Employer on December 31, 2021 shall receive a base wage percentage increase of **2.75%**, effective January 1, 2022.

**Section 2.** All employees in the unit and employed by the Employer on December 31, 2022 shall receive a base wage percentage increase of **2.75%**, effective January 1, 2023.

**Section 3.** All employees in the unit and employed by the Employer on December 31, 2023 shall receive a base wage percentage increase of **2.75%**, effective January 1, 2024.

**Section 4.** All employees in the unit and employed by the Employer on December 31, 2024 shall receive a base wage percentage increase of **2.75%**, effective January 1, 2025.

**Section 5.** All entry-level salaries shall remain at existing levels for the duration of the Agreement, unless the Employer exercises its managerial prerogative to modify them pursuant to the provisions of Article 5, Section 3. The Employer advises that it has established a minimum entry-level salary of \$24,000 for all titles in 2022, \$25,480 in 2023, \$27,300 for 2024, and \$28,192 for 2025 (based on a 35-hour workweek and subject to any minimum wage adjustments pursuant to New Jersey law). Entry-level salaries are attached to this Agreement as an Appendix. Employees shall be entitled either the greater of a minimum salary increase for which they are eligible under this Section or the percentage increase provided in Sections 1-3 of this Article, not both.

**Section 6.** The Employer reserves the right to reassign an employee from a regular work week of thirty-five (35) hours to a regular work week of forty (40) hours, with base salary adjusted upwards to reflect the regular hourly assignment. The Employer also reserves the right to reassign an employee from a regular work week of forty (40) hours to a regular work week of thirty-five (35) hours, with base salary adjusted downwards to reflect the regular hourly assignment.

Notwithstanding the foregoing, the parties recognize that effective January 1, 2022, the Employer has determined to move those employees currently assigned at the Reclamation Center in the recognized titles of Senior Environmental Health Specialist and Hazardous Materials Responder from a forty (40) hour workweek to a thirty-five (35) hour workweek, but agrees not to adjust their base salary downwards. However, if the Employer thereafter determines that the work of these employees cannot be completed in a thirty-five (35) hour workweek, it reserves the right to return them to the forty (40) hour workweek without any corresponding increase in pay. Additionally, any other non-salary benefits based on hours of work (e.g. allotments of personal time off) will be adjusted in accordance with existing County policy.

**Section 6.** An employee authorized by the Public Health Coordinator to work in a higher-ranking title for more than five (5) consecutive days shall be entitled to payment at the rate of the higher title, calculated at the minimum salary for the higher title or four and one-half percent (4.5%) over the employee's regular rate, whichever is greater.

**Section 7.** An employee promoted to a higher-ranking title shall receive a wage increase to the minimum salary of the higher title or four and one-half percent (4.5%), whichever is greater.

**Section 8.** 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 semi-monthly installments. Thereafter, the County is entitled to calculate an employee's annual salary based upon the actual number of work hours in any particular year.

**Section 9.** Employees must be on the County's payroll as of the date the Union's membership approved a memorandum of agreement ("MOA") accepting the terms set forth in this Article to be eligible for any retroactive salary payments. If an employee is on an unpaid leave at the time of ratification by the Union, 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 paid within forty-five (45) days after the MOA is both ratified by the Union's membership and adopted by the Board of County Commissioners.

**ARTICLE 10**  
**UNIFORM AND MAINTENANCE ALLOWANCE**

**Section 1. REHS/Environmental Field Inspectors Dress Code and Uniform Allowance:**

All employees are representatives of the County and the Board of County Commissioners. As such, all clothing shall be clean and presentable when an employee reports for work and in full compliance with the County's work attire policy as set forth in Section 4, Work Conditions, of the County's Employee Guide. It is recognized that all professional business and business casual attire may not be suitable for field inspectors due to the nature of their assigned job responsibilities. In general, solid-colored long pants, blue dickies, or jeans may be worn unless otherwise directed in the discretion of the unit supervisor. All shirts, jackets, and outerwear must be appropriate for a County employee. Furthermore, any clothing and/or OSHA-compliant safety footwear provided by the County must be worn by the employee as directed by management. In furtherance of the foregoing, the County will provide five (5) short-sleeve shirts (summer) and five (5) long sleeve shirts (winter) to employees assigned to the Environmental and Registered Environmental Health Specialist (REHS) staff each calendar year of this Agreement as follows:

- Employees may choose whether they want short-sleeve collared shirts or short-sleeve T-shirts (or a combination thereof) for the summer.
- Employees may choose whether they want long-sleeve collared shirts or long-sleeve T-shirts (or combination thereof) for the winter.
- Alternatively, employees may choose to receive one (1) hooded/crew sweatshirt or job shirt rather than the "winter" shirt allotment referenced above.

Issued shirts shall have a "County of Monmouth" logo on the front and "Monmouth County Health Department" lettering on the back. Should an employee damage any of these shirts during the course of a year, it is his or her responsibility to replace them at the employee's own cost.

Additionally, the Health Department will provide each employee with one (1) pair of OSHA-

compliant footwear each calendar year of this Agreement. It is the employee's responsibility to purchase any other necessary clothing, jackets and/or Carhartt's, and to maintain his or her clothing while employed by the County.

**Section 2. Reclamation Center Dress Code:** All employees are representatives of the County and the Board of County Commissioners. As such, all clothing shall be clean and presentable when an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn. In general, solid-colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the unit supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by supervision. All shirts, jackets and outerwear must be appropriate for a County employee. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated. Footwear issued by the County shall be OSHA-approved and worn during work hours. Other safety equipment, such as hard hats, Tyvek suits, rain gear, heavy duty coveralls or bib overalls, and so forth, will be supplied by the County through individual unit supervision or management.

**Section 3.** Management will provide appropriate employees with cell phones for work use only.

**Section 4.** A joint Union and County Uniform Committee shall be established to review uniform issues. Each party shall designate two (2) members of the Committee. The Employer shall schedule a meeting of the Committee within ninety (90) days after receiving the written request of either party to meet, which shall include the proposed agenda.

**Section 5.** A joint Union and County Safety Committee shall be established to review safety issues. Each party shall designate two (2) members of the Committee. The Employer shall

schedule a meeting of the Committee within ninety (90) days after receiving the written request of either party to meet, which shall include the proposed agenda.



**ARTICLE 11**  
**HOURS OF WORK**

**Section 1. Work Day.** The normal workday shall consist of seven (7) or eight (8) hours, as assigned by the Employer, and there shall be a one (1) hour unpaid duty-free lunch period scheduled during the work day. The normal work week shall consist of five (5) working days, as assigned.

**Section 2. Breaks.** All employees shall be entitled to a fifteen (15) minute break during morning work and during afternoon work. Breaks may be scheduled by the Employer.

**Section 3.** Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift. An employee called to work prior to the start of a normal work shift shall receive a minimum of two (2) hours at the overtime rate regardless of the actual time worked prior to the start of the regular work shift.

**Section 4.** Employees assigned as "on call duty officers" shall be provided with a cell phone for such duty and shall receive an additional \$250 weekly while performing such duty and during the term of the assignment. Employees assigned to the after-hours response team (a.k.a. "Hazback") shall be provided with a cell phone and County vehicle for such duty and shall receive an additional \$450 per month while on the team and during the term of the assignment.

**ARTICLE 12**  
**OVERTIME/COMPENSATORY TIME**

**Section 1. Overtime.** All hours worked over forty (40) hours actually worked within a designated work week, shall be paid at the rate of one and one-half (1 and ½) times the regular rate of pay. All such overtime hours must be approved by a supervisor prior to being worked.

**Section 2. Computation.** In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, paid holidays, approved compensatory time days or approved vacation time and approved personal time will be included. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included. However, at such time as the County institutes an identical policy for unrepresented employees, only actual hours worked shall be included in computing overtime payments, as permitted by the Fair Labor Standards Act. In such instance, paid time off or unpaid time off, in any form, shall not be counted as hours worked.

**Section 3. Compensatory Time.** Application for compensatory time shall be made to the Public Health Coordinator, which will be approved in his or her sole discretion. The Employer may at any time pay an employee for any accumulated, but unused compensatory time at the employee's then-prevailing salary.

## **ARTICLE 13** **INSURANCE**

**Section 1.** Subject to the provisions of Section 2, below, 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 County employment (including any 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 two (2) years plus any period of time leading up to the implementation date of the following plan year, which currently runs from October 1st through September 31st in the following year. This provision shall be implemented for all negotiations unit employees who commence County employment starting on the first day of the month after this Agreement is executed. Any 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 Freeholder Resolution #94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

**Section 4.** Part-time employees hired on or before July 1, 2011 are eligible for health

benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. All employees hired after that date are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not entitled to these benefits.

**Section 5.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County’s employees not represented for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

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

**Section 6.** Employees entitled to benefits due to a work-incurred injury or disability 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 specific terms and conditions of an employee’s entitlement to 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.** The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, the County may test that individual. Any such test will be conducted in accordance with the specimen collection policy procedures set forth

in the CDL substance abuse testing policy as adopted by the County by formal resolution.

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

**ARTICLE 14**  
**VACATIONS**

**Section 1.** Employees shall be entitled to vacation time based on length of service as follows:

1. One (1) working day for each month worked during the first calendar year of employment.
2. Twelve (12) working days per year after the first calendar year of employment up to and including five (5) years of service earned at rate of one (1) day per month.
3. Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years of service earned at the rate of one-and-one quarter (1 and 1/4) days per month.
4. Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years of service earned at the rate of one-and-two thirds (1 and 2/3) days per month.
5. Twenty-five (25) working days per year after twenty (20) years of employment earned at the rate of two-and-one twelfth (2 and 1/12) days per month.

**Section 2.** Employees will be credited for a year of service in determining time served for vacation time accrual no matter when during the year an employee began his or her employment. This will not apply retroactively to vacation leave entitlements under the prior practice for 2013 or earlier years.

**Section 3.** Carry-over vacations, if any, shall be permitted in accordance with County policy. Any approved carry-over vacation time must be scheduled for use and used no later than by April 1 of the succeeding year.

**ARTICLE 15**  
**HOLIDAYS**

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

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

**Section 2.** Employees scheduled to work on the above holidays are to be additionally compensated at the rate of time and one-half (1 and ½) their regular rate.

**Section 3.** Other declared holidays generally granted by the County that are not set forth in this Agreement, or a holiday observance, or an emergency, will be recognized. Those employees scheduled to work will continue to work at straight time pay, however, they will receive an additional day's pay at straight time. If a declared holiday falls on an employee's regular day off, he or she shall be given a day's pay at the regular rate of pay.

**Section 4.** The parties recognize that at the time this Agreement was completed, the County advised it was considering a possible holiday swap of General Election Day for Juneteenth for its unrepresented employees starting in 2023. In the event the Board of County Commissioners decides to implement this holiday swap for unrepresented employees, negotiations unit members agree to accept same without further negotiations, and Section 3 of this Article shall not apply. For 2022 only, and in accordance with the decision of the Board of County Commissioners with respect to unrepresented employees, negotiations unit employees will receive both Juneteenth and General Election Day as recognized paid holidays.

**ARTICLE 16**  
**TEMPORARY LEAVE**

**Section 1. Sick Leave.** Employees shall be entitled to paid sick leave as follows:

- (a) Newly hired employees shall be entitled to up to twelve (12) days of sick leave in the first calendar year of employment, which shall be earned and accrued at the rate of one (1) day per month of service.
- (b) Employees who have completed one (1) year of service shall be entitled to up to fifteen (15) days of sick leave per year which shall be earned and accrued at the rate of one and one-quarter (1 and ¼) days per month.

All unused sick leave shall accumulate from year to year.

**Section 2.** Any employee who develops what management, in its sole judgment, determines to be a pattern of abuse in the use of sick leave shall be given notice, in writing, that due to the pattern of absenteeism, he or she shall be required to submit a doctor's note supporting the claim of illness for any claim of sick leave on the day immediately prior to or immediately following a holiday or scheduled day off. Failure to submit such doctor's note shall result in a loss of pay for the day.

**Section 3. Lump Sum Sick Leave Payment.** Employees who retire pursuant to a recognized public employees' retirement system shall be entitled to receive a lump sum payment for unused earned sick leave at the rate of one-half (½) the daily rate of pay for each accumulated day, to a maximum of \$15,000.00. If an employee dies while in the employ of the County, the lump sum payment shall be made to the employee's estate. This provision shall be subject to any further limitations that may be established by New Jersey law or applicable regulation.

**Section 4. Personal Leave.** Employees shall be entitled to up to three (3) days of paid personal leave per year, earned and accrued at the rate of one (1) day per four (4) months of service. Unused personal leave shall not accumulate from year to year. Application to use personal leave shall be made to the Public Health Coordinator at least five (5) days in advance except in cases of



emergency. No specific reason need be offered for the leave request unless it is made less than five (5) days in advance due to an emergency. Use of personal leave is subject to the approval of the Public Health Coordinator and shall be granted if he or she determines that the use of the leave will not hamper the efficient operations of the Board of Health. Personal leave may not be used at the beginning or the end of a vacation period or before or after a paid holiday except in case of extreme emergency.

**Section 5. Bereavement Leave.** An employee shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, civil union or domestic partner, sibling, child or step-child. An employee shall be granted three (3) days off with pay in the event of the death of a parent-in-law, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to request reasonable proof of death and verification of the legal relationship between the decedent and employee. The employee's immediate supervisor must be notified when bereavement leave is used.

**Section 6. Other Leaves.** Employees may make application for other paid and unpaid leaves of absence in accordance with Civil Service Commission regulations, which will not be unreasonably denied.

**Section 7.** Effective January 1, 2018, if any full-time employee uses no sick time in any given calendar year, that employee will receive two (2) additional personal days in the following calendar year. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for calculating eligibility for this benefit.

**ARTICLE 17**  
**EMERGENCY CLOSURES**

**Section 1.** On days when the Employer closes all County offices because of snow or other emergency, the following wage rates shall apply during the duration of the closure:

- (a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive two (2) times his or her regular wage for all hours actually worked.
- (b) If all County offices are closed after 9:00 a.m., or for less than a full day, each negotiations unit employee working on that day will be paid two (2) times his or her regular wage rate for all hours actually worked between the time of closure and 4:30 p.m., or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.

**Section 2.** This Article shall not apply if less than all County offices are closed.

**ARTICLE 18**  
**NON-DISCRIMINATION**

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

**Section 2.** Only grievances alleging discrimination on the basis of Union membership or Union activity, which are subject to the jurisdiction of PERC, shall be submitted to the arbitration step of the grievance procedure; all other grievances arising under this section shall be submitted to the appropriate administrative agency with jurisdiction over the subject matter of such disputes rather than to the terminal step of the grievance procedure.

**ARTICLE 19**  
**MISCELLANEOUS PROVISIONS**

**Section 1.** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

**Section 2.** This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part of this Agreement until the expiration of this Agreement or the activation of any reopened clauses within this Agreement.

**Section 3.** If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be invalid, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall remain in full force and effect absent the affected clause.

**ARTICLE 20**  
**TERM AND EXTENT OF AGREEMENT**

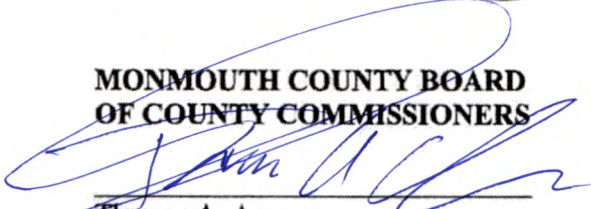
This Agreement shall be effective from January 1, 2022 through December 31, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this \_\_\_\_  
day of \_\_\_\_\_, 2024.

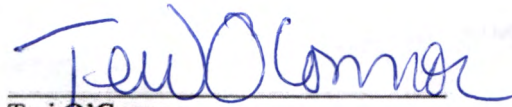
**MONMOUTH COUNTY  
BOARD OF HEALTH**



**MONMOUTH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

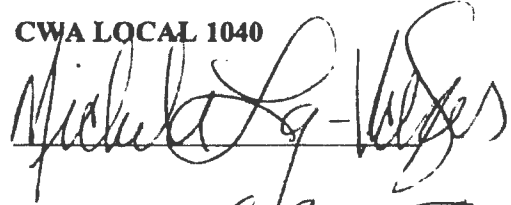


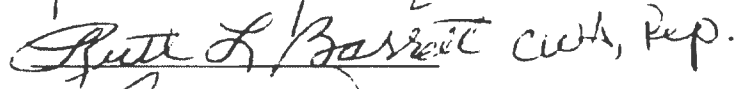
Thomas A. Arnone,  
Director

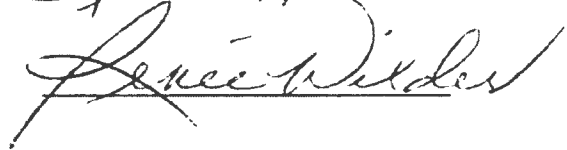


Teri O'Connor,  
County Administrator

**CWA LOCAL 1040**



 Ruth L. Barrett CWA, Rep.



**Appendix A-1**  
**Entry Level Salaries 2022**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
00001	ACCOUNT CLERK	35	\$24,000
00001	ACCOUNT CLERK	40	\$24,000
08056	ANALYST TRAINEE	35	\$30,000
00302@	ASSISTANT ADMINISTRATIVE ANALYST	35	\$34,000
04393	ASSISTANT HEALTH EDUCATOR	35	\$38,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	35	\$30,902
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	40	\$30,902
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$33,110
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$37,838
12516	ENVIRONMENTAL SERVICES TRAINEE	35	\$32,500
12516	ENVIRONMENTAL SERVICES TRAINEE	40	\$37,050
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$32,006
07952	HAZARDOUS MATERIALS RESPONDER	35	\$33,110
07952	HAZARDOUS MATERIALS RESPONDER	40	\$37,838
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$39,732
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$44,146
01981	HEALTH EDUCATOR	35	\$42,672
01268	KEYBOARDING CLERK 1	35	\$24,000
01268	KEYBOARDING CLERK 1	40	\$24,000
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$24,000
03256@	KEYBOARDING CLERK 2	35	\$24,280
03256@	KEYBOARDING CLERK 2	40	\$27,750
03258	KEYBOARDING CLERK 2 BILINGUAL IN SPANISH AND ENGLISH	35	\$24,280
02781	KEYBOARDING CLERK 3	35	\$30,000
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$37,524
04700	PROGRAM MONITOR	35	\$40,000
03101	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$45,000
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	35	\$38,000
03165@	SENIOR ACCOUNT CLERK	35	\$24,280
03165@	SENIOR ACCOUNT CLERK	40	\$24,280
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$36,421
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$41,624
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	35	\$32,000
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	40	\$32,000
03401	SENIOR LABORATORY TECHNICIAN	35	\$34,213
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$34,213
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$45,000
04289	WATER SAMPLE CONDUCTOR	35	\$33,105
04289	WATER SAMPLE CONDUCTOR	40	\$33,105

**Appendix A-2**  
**Entry Level Salaries 2023**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
00001	ACCOUNT CLERK	35	\$30,000
00001	ACCOUNT CLERK	40	\$34,286
08056	ANALYST TRAINEE	35	\$32,000
00302@	ASSISTANT ADMINISTRATIVE ANALYST	35	\$34,000
04393	ASSISTANT HEALTH EDUCATOR	35	\$38,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	35	\$42,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	40	\$48,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$50,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$57,143
12516	ENVIRONMENTAL SERVICES TRAINEE	35	\$45,000
12516	ENVIRONMENTAL SERVICES TRAINEE	40	\$51,429
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$45,000
07952	HAZARDOUS MATERIALS RESPONDER	35	\$46,000
07952	HAZARDOUS MATERIALS RESPONDER	40	\$52,571
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$52,000
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$56,000
01981	HEALTH EDUCATOR	35	\$42,672
01268	KEYBOARDING CLERK 1	35	\$27,300
01268	KEYBOARDING CLERK 1	40	\$31,200
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$28,300
03256@	KEYBOARDING CLERK 2	35	\$29,300
03256@	KEYBOARDING CLERK 2	40	\$33,486
03258	KEYBOARDING CLERK 2 BILINGUAL IN SPANISH AND ENGLISH	35	\$30,300
02781	KEYBOARDING CLERK 3	35	\$31,300
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$45,000
04700	PROGRAM MONITOR	35	\$40,000
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$55,000
03101	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	35	\$53,000
03165@	SENIOR ACCOUNT CLERK	35	\$29,300
03165@	SENIOR ACCOUNT CLERK	40	\$33,486
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$60,000
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$68,571
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	35	\$49,000
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	40	\$56,000
03401	SENIOR LABORATORY TECHNICIAN	35	\$41,000
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$41,000
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$45,000
04289	WATER SAMPLE CONDUCTOR	35	\$40,000
04289	WATER SAMPLE CONDUCTOR	40	\$45,714

**NOTE: Certain minimum salaries were positively adjusted in June 2023 by the County and are reflected on this Appendix in the updated amount.**

**Appendix A-3**  
**Entry Level Salaries 2024**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
00001	ACCOUNT CLERK	35	\$30,000
00001	ACCOUNT CLERK	40	\$34,286
08056	ANALYST TRAINEE	35	\$32,000
00302@	ASSISTANT ADMINISTRATIVE ANALYST	35	\$34,000
04393	ASSISTANT HEALTH EDUCATOR	35	\$38,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	35	\$42,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	40	\$48,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$50,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$57,143
12516	ENVIRONMENTAL SERVICES TRAINEE	35	\$45,000
12516	ENVIRONMENTAL SERVICES TRAINEE	40	\$51,429
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$45,000
07952	HAZARDOUS MATERIALS RESPONDER	35	\$46,000
07952	HAZARDOUS MATERIALS RESPONDER	40	\$52,571
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$52,000
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$56,000
01981	HEALTH EDUCATOR	35	\$42,672
01268	KEYBOARDING CLERK 1	35	\$27,537
01268	KEYBOARDING CLERK 1	40	\$31,470
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$28,300
03256@	KEYBOARDING CLERK 2	35	\$29,300
03256@	KEYBOARDING CLERK 2	40	\$33,486
03258	KEYBOARDING CLERK 2 BILINGUAL IN SPANISH AND ENGLISH	35	\$30,300
02781	KEYBOARDING CLERK 3	35	\$31,300
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$45,000
04700	PROGRAM MONITOR	35	\$40,000
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$55,000
03101	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	35	\$53,000
03165@	SENIOR ACCOUNT CLERK	35	\$29,300
03165@	SENIOR ACCOUNT CLERK	40	\$33,486
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$60,000
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$68,571
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	35	\$49,000
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	40	\$56,000
03401	SENIOR LABORATORY TECHNICIAN	35	\$41,000
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$41,000
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$60,000
04289	WATER SAMPLE CONDUCTOR	35	\$40,000
04289	WATER SAMPLE CONDUCTOR	40	\$45,714



**Appendix A-4**  
**Entry Level Salaries 2025**

CODE	TITLE	WEEKLY HOURS	MINIMUM SALARY
00001	ACCOUNT CLERK	35	\$30,000
00001	ACCOUNT CLERK	40	\$34,286
08056	ANALYST TRAINEE	35	\$32,000
00302@	ASSISTANT ADMINISTRATIVE ANALYST	35	\$34,000
04393	ASSISTANT HEALTH EDUCATOR	35	\$38,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	35	\$42,000
59960	ENVIRONMENTAL COMPLIANCE INVESTIGATOR	40	\$48,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	35	\$50,000
07528	ENVIRONMENTAL HEALTH SPECIALIST	40	\$57,143
12516	ENVIRONMENTAL SERVICES TRAINEE	35	\$45,000
12516	ENVIRONMENTAL SERVICES TRAINEE	40	\$51,429
01812	FIELD REPRESENTATIVE DISEASE CONTROL	35	\$45,000
07952	HAZARDOUS MATERIALS RESPONDER	35	\$46,000
07952	HAZARDOUS MATERIALS RESPONDER	40	\$52,571
07955	HAZARDOUS MATERIALS TECHNICIAN 1	35	\$52,000
07954	HAZARDOUS MATERIALS TECHNICIAN 2	35	\$56,000
01981	HEALTH EDUCATOR	35	\$42,672
01268	KEYBOARDING CLERK 1	35	\$28,192
01268	KEYBOARDING CLERK 1	40	\$32,220
01271	KEYBOARDING CLERK 1 BILINGUAL IN SPANISH AND ENGLISH	35	\$28,300
03256@	KEYBOARDING CLERK 2	35	\$29,300
03256@	KEYBOARDING CLERK 2	40	\$33,486
03258	KEYBOARDING CLERK 2 BILINGUAL IN SPANISH AND ENGLISH	35	\$30,300
02781	KEYBOARDING CLERK 3	35	\$31,300
05450	PRINCIPAL LABORATORY TECHNICIAN WATER ANALYSIS	35	\$45,000
04700	PROGRAM MONITOR	35	\$40,000
03097	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$55,000
03101	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	35	\$53,000
03165@	SENIOR ACCOUNT CLERK	35	\$29,300
03165@	SENIOR ACCOUNT CLERK	40	\$33,486
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	35	\$60,000
07529	SENIOR ENVIRONMENTAL HEALTH SPECIALIST	40	\$68,571
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	35	\$49,000
04468	SENIOR FIELD REPRESENTATIVE HEALTH EDUCATION	40	\$56,000
03401	SENIOR LABORATORY TECHNICIAN	35	\$41,000
05084	SENIOR LABORATORY TECHNICIAN WATER ANALYSIS	35	\$41,000
03569	SENIOR REGISTERED ENVIRONMENTAL HEALTH SPECIALIST	35	\$60,000
04289	WATER SAMPLE CONDUCTOR	35	\$40,000
04289	WATER SAMPLE CONDUCTOR	40	\$45,714

## ATTACHMENT A - AGREEMENT

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

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

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

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

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

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

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

### 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 Union.

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 Union.

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

For the Union:

Robert O. Ziegen

Dated: NOV. 10, 2015

For the County of Monmouth:

H. L. Stern-Klemm, Special County Counsel

Dated: Nov 10, 2015

For the Monmouth County Board of Health

Cliff P. Medel

Dated: Nov 16, 2015