

SIDEBAR AGREEMENT
REGARDING
EMPLOYEE HEALTH BENEFIT ELIGIBILITY, THE
ESTABLISHMENT OF THE 2035 BASELINE PLAN, AND THE
UTILIZATION OF A HEALTH REIMBURSEMENT ACCOUNT FOR
MEMBERS OF THE MAJORITY REPRESENTATIVE.

WHEREAS, the County of Ocean ("County") and the majority representative set forth at the bottom of this Sidebar Agreement are parties to a collective negotiation agreement; and

WHEREAS, the parties have negotiated this Sidebar Agreement to establish the 20/35 plan as the baseline plan for all members of the bargaining unit effective on or about July 1, 2024; and

WHEREAS, the parties have further negotiated this Sidebar Agreement to establish a Health Reimbursement Account; and

WHEREAS, the parties believe this Sidebar Agreement is of benefit to all parties:

IT IS on this 28 day March, 2024, agreed between the County and the majority representative set forth at the bottom of this Sidebar Agreement as follows:

1. Effective July 1, 2024, or as soon as necessary approval from the State of New Jersey, Division of Pensions and Benefits can be obtained, the 20/35 PPO plan will be established as the "baseline" plan for all employees. Employees enrolled in the 20/35 plan will be responsible for paying contributions based upon the actual premium rate announced by the SHBP for the 20/35 plan in accordance with the Chapter 78 contribution rates. All employee contributions will be deducted on a pre-tax basis.

2. The County will fund up to \$15,120 into an HRA account for each employee enrolled in 20/35 baseline plan, regardless of the employee's level of coverage (single, member/spouse, parent/child, or family.)
3. This Sidebar Agreement shall be in effect from July 1, 2024, subject to State approval and open enrollment, through December 31, 2024. The County has the right to continue use of an HRA during 2025 and 2026, subject to approval from the State Division of Pensions and Benefits.
4. In the event the HRA is discontinued or this Sidebar Agreement is terminated, an employee shall have the ability to enroll in the SHBP plan which the employee was eligible to be enrolled on June 30, 2024, provided such SHBP plan exists, and subject to any required contributions in accordance with the Chapter 78 rates. If the SHBP plan which the employee was eligible to be enrolled on June 30, 2024, does not exist at the time of the discontinuation of the HRA and/or termination of this Sidebar Agreement, the employee will be eligible for any other SHBP plan so in existence, subject to contributions based upon the Chapter 78 rates. (If the exiting contract permits an employee to "buy up" and pay the difference between the SHBP plan the employee is eligible and a more expensive SHBP plan, should the HRA be discontinued, said employee would be permitted to once again "buy up" and pay the full difference between the SHBP plan the employee was eligible and the higher cost SHBP plan, together with any Chapter 78 contributions.)
5. This Sidebar Agreement may only be amended by mutual agreement. Either party shall notify the other of its desire to re-open and the parties will schedule negotiations within thirty (30) days of such notice.

6. The County and the majority representative agree this Sidebar Agreement shall be submitted to the State of New Jersey, Division of Pensions and Benefits, to facilitate a special open enrollment during the period of April 1, 2024 through April 30, 2024.
7. The County agrees to provide employees access to informational materials, meetings with health benefits consultants, and meetings with the Union to explain the 20/35 plan and utilization of the Difference Card.
8. If possible, open enrollment will be passive. In a passive open enrollment, employees who are currently enrolled in a plan other than 20/35 shall by default be enrolled in 20/35 unless the employee affirmatively selects a less expensive plan.
9. This baseline plan and HRA are applicable only to active employees with the County, and shall have no effect upon retirees or any plan(s) for which the retiree is eligible. Retirees are not eligible for the HRA/Difference Card.
10. The parties agree, acknowledge, and understand this Sidebar Agreement and the utilization of a Health Reimbursement Account must be submitted to the State of New Jersey, Division of Pensions and Benefits for approval, and absent such approval this Sidebar Agreement shall be deemed void and unenforceable.
11. Should the State Division of Pensions and Benefits approve this plan and subsequently withdraw the necessary approval, the Sidebar Agreement shall become void and unenforceable.
12. If any provision of this Sidebar Agreement is deemed by an agency of the State of New Jersey of court of competent jurisdiction to be prohibited or held to be void or

unenforceable, this entire Sidebar Agreement shall be deemed to be void and unenforceable.

The undersigned hereby agree to the above terms and conditions and specifically indicate and acknowledge no other promises have been made to either party.

The undersigned, on behalf of their respective party, acknowledges he/she has the authority to enter into this Memorandum of Understanding, but this agreement shall not take effect without approval from the Ocean County Board of Commissioners.

On behalf of:

NJ FOP Lodge 222 OCPO Superior Officers
(name of majority representative)

 3/28/24
signature (date)

Print Name: **James Hill, OCPO Superior Officers President**

 4/2/24
Robert Greitz, Director (date)
Office of Employee Relations, County of Ocean