

# MEMORANDUM OF UNDERSTANDING BETWEEN

## COUNTY OF OCEAN & OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32 (REPRESENTING BLUE COLLAR SUPERVISORS)

---

This Memorandum of Understanding is reached this 23<sup>rd</sup> day of January, 2024, between the negotiating team of the Office and Professional Employees International Union Local 32, representing Blue Collar Supervisors, and the negotiating representative of the County of Ocean. It is expressly understood the following terms and conditions are subject to approval and ratification from the membership of the Office and Professional Employees International Union Local 32 and the County of Ocean. It is expressly understood neither party is bound until ratification has occurred by the full membership and Office and Professional Employees International Union Local 32.

The following terms and conditions have been agreed by the negotiating teams, who shall take this agreement back to their respective party for approval:

- I. **DURATION:** Four Year (April 1, 2023 – March 31, 2027)
- II. **ARTICLE 9 (HOLIDAYS)** – Juneteenth shall be added as a holiday effective 2023.
- III. **ARTICLE 10 (LONGEVITY)** - Effective the first full pay period of January 2024, the elimination of longevity for full-time blue collar employees hired after March 19, 2014, shall be eliminated. Thus, as of January 1, 2024, all

full-time blue collar supervisory employees shall be eligible for Longevity in accordance with the following schedule:

|          |                     |
|----------|---------------------|
| 5 years  | 2.0% of base salary |
| 7 years  | 3.0% of base salary |
| 12 years | 4.6% of base salary |
| 17 years | 5.7% of base salary |
| 22 years | 6.5% of base salary |
| 27 years | 7.3% of base salary |
| 32 years | 8.0% of base salary |

There shall be no retroactive effective of this reinstatement of longevity (or created new 2% level at 5 years). Thus, no back-longevity will be owed to any blue collar supervisor employee.

IV. **ARTICLE 23 (EDUCATIONAL INCENTIVE)** – Paragraph 1. (Vehicle Services) shall be amended to read as follows:

1. **Vehicle Services**

- A. Supervisors in the Vehicle Services Department who possess a professional license or certificate not required by title will receive annually, in addition to his/her base salary, an educational incentive as set forth below. All employees who have completed the courses and attained a certification are eligible for the following stipends based upon the group:

Group 1 – Employees will be paid a stipend of Three Hundred and Fifty Dollars (\$350.00) for each of the following ASE certifications obtained:

A6 Electrical/Electronic System  
A8 Engine Performance  
X1 Exhaust System Specialist  
T2 Diesel Engines  
T6 Electrical/Electronic System  
RR Refrigerant Recovery

*If an employee obtains all six (6) ASE certifications listed in Group 1, the employee will receive an additional Five Hundred Dollars (\$500.00) stipend.*

Group 2 – Employees will be paid a stipend of Three Hundred and Twenty-Five Dollars (\$325.00) for each of the following ASE certifications obtained:

- A1 Engine Repair
- A2 Automotive Transmission
- A5 Brakes
- A9 Light Vehicle Diesel Engines
- T1 Gasoline Engines
- T4 Brakes

*If an employee obtains all six (6) ASE certifications listed in Group 2, the employee will receive an additional Five Hundred Dollars (\$500.00) stipend.*

Group 3 – Employees will be paid a stipend of Two Hundred and Twenty-Five Dollars (\$225.00) for each of the following ASE certifications obtained:

- A4 Suspension & Steering
- A7 Heating & Air Conditioning
- E2 Electrical/Electronic Systems Installation & Repair
- T5 Suspension & Steering
- T7 Heating & Air Conditioning
- T8 Preventative Maintenance Inspection

*If an employee obtains all six (6) ASE certifications listed in Group 3, the employee will receive an additional Three Hundred Dollars (\$300.00) stipend.*

Group 4 – Employees will be paid a stipend of Two Hundred Dollars (\$200.00) for each of the following ASE certifications obtained:

- A3 Manual Drive Train
- E1 Truck Equipment Installation & Repair
- E3 Auxiliary Power Systems
- P1 Truck Dealership Parts Specialist
- T3 Manual Drive Train
- B4 Structural Analysis & Damage Repair

*If an employee obtains all six (6) ASE certifications listed in Group 4, the employee will receive an additional Two Hundred and Fifty Dollars (\$250.00) stipend.*

Group 5 – Employees will be paid a stipend of One Hundred and Seventy-Five Dollars (\$175.00) for each of the following ASE certifications obtained:

***\*\* Certification(s) in each Group must be updated when required in order to maintain the stipend(s).***

- B. Effective April 1, 2024, Supervisors in the Vehicle Services Department who possess an ASE certification not required by title will receive an annual stipend of \$400.00 per Certification for following available certifications:

- A6 Electrical/Electronic System
- A8 Engine Performance
- X1 Exhaust System Specialist
- T2 Diesel Engines
- T6 Electrical/Electronic System
- RR Refrigerant Recovery
- A1 Engine Repair
- A2 Automotive Transmission
- A5 Brakes
- A9 Light Vehicle Diesel Engines
- T1 Gasoline Engines
- T4 Brakes
- A4 Suspension & Steering
- A7 Heating & Air Conditioning
- E2 Electrical/Electronic Systems Installation & Repair
- T5 Suspension & Steering
- T7 Heating & Air Conditioning
- T8 Preventative Maintenance Inspection
- A3 Manual Drive Train
- E1 Truck Equipment Installation & Repair
- E3 Auxiliary Power Systems
- P1 Truck Dealership Parts Specialist
- T3 Manual Drive Train
- B4 Structural Analysis & Damage Repair
- L1 Automotive Advanced Engine Performance Specialist

- G1 – Auto Maintenance and Light Repair
- H2 – Transit Bus Diesel Engines
- H3 – Transit Bus Drive Train
- H4 – Transit Bus Brakes
- H5 – Transit Bus Steering and Suspension
- H6 – Transit Bus Electrical/Electronic Systems
- H7 – Trans Bus Heating Ventilation and A/C
- H8 – Transit Bus Preventative Maintenance and Inspection
- MIL2 – Military Diesel Engines
- MIL3 – Military Drive Train
- MIL4 – Military Chassis
- MIL5 – Military Suspension, Steering, and Hydraulics

- MIL6 – Military Electrical/Electronics
- MIL7 – Military Heating, Ventilation, and Air Conditioning (HVAC) Systems
- MIL8 – Military Preventative Maintenance Checks and Services (PMCS)

*\*\* Certification(s) in each Group must be updated when required in order to maintain the stipend(s).*

- C. A new paragraph regarding ASE testing shall be inserted into the collective negotiations agreement and shall provide as follows:

ASE testing may be done during regular business hours, so long as the employee's absence does leave the department short-handed, cause administrative problems, and/or otherwise not cause any negative impact upon the department. However, should an employee take a test outside of business hours, the employee will not be compensated for the time spent.

If an employees is required to travel to take an ASE test during working hours, the employee will be permitted to utilize a county vehicle, if one is available. Further, the employee must have previously provided a copy of driver's license to Risk Management and Vehicle Services.

V. **ARTICLE 24 (UNIFORMS)** – The following changes shall be made to this Article:

- A. Total compensation to defray the cost of uniform purchase and maintenance as set forth in Paragraph A. shall increase to: \$900.00 on April 1, 2024; \$1,000 on April 1, 2025; and \$1,100 on April 1, 2026. The breakdown of the increases shall be as follows:

**2023**

Purchase: \$350, paid on or about April 1st  
Maintenance: \$450, paid in two equal installments of \$225.00.  
- The two installments are on or before June 1<sup>st</sup>, and on or before December 1<sup>st</sup>.

**2024**

Purchase: \$450, paid on or about April 1st  
Maintenance: \$450, paid in two equal installments of \$225.00.  
- The two installments are on or before June 1<sup>st</sup>, and on or before December 1<sup>st</sup>.

**2025**

Purchase: \$450, paid on or about April 1st  
Maintenance: \$550, paid in two equal installments of \$275.00.  
- The two installments are on or before June 1<sup>st</sup>, and on or before December 1<sup>st</sup>.

2026

Purchase: \$500, paid on or about April 1st  
Maintenance: \$600, paid in two equal installments of \$300.00.  
- The two installments are on or before June 1<sup>st</sup>, and on or before December 1<sup>st</sup>.

- B. Supervising Security Guards: The compensation set forth in this paragraph shall increase by fifty dollars (\$50) on April 1, 2024, April 1, 2025, and April 1, 2026. The increased compensation shall be split evenly between the two installments of June 1<sup>st</sup> and December 1<sup>st</sup>.

VI. **ARTICLE 25 (BUFFER ZONE)**

- A. Effective April 1, 2024, the buffer shall increase to two-thousand dollars (\$2,000).
- B. Within sixty (60) days of the execution of the collective negotiations agreement, the buffer will be applicable to Supervising Security Guards.

VII. **ARTICLE 30 (HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS)** – The article shall be amended to read as follows:

- A. All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.
- B. The County of Ocean currently provides medical covered to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.
- C. The County shall not change the health insurance coverages referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and the County has no control over or any obligations regarding such changes.
- D. All employees current and future who retire on or after June 1, 2010 in order to be eligible for the lifetime health benefits upon retirement, must have

served a minimum of fifteen (15) of the required twenty-five (25) years with the County. This applies to all types of retirements, including disability.

Effective upon execution of the 2023-2027 collective negotiations agreement, any member of the bargaining unit who retires after the execution of this agreement must have served a minimum of seven (7) with the County (twenty-five (25) years total in the pension system) in order to be eligible for the lifetime health benefits upon retirement.

E. Effective June 1, 2010, the following changes will affect all new hires:

- Employees will be offered the NJ Direct 15 plan, or its replacement. Employees may elect a higher level of coverage at the employee's expense, in addition to the Chapter 78 contribution amounts.
- Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
- The County will no longer reimburse retiree Medicare Part B premiums.

F. For all employees hired after the execution of this collective negotiations agreement:

- The County will offer the OMNIA Plan, or its replacement. The employee may elect a higher level of coverage by paying the difference between the cost of OMNIA and the selected plan at the employee's expense, in addition to the Chapter 78 contribution amounts.
- Continuation of spousal coverage after the death of the retiree is not offered at the County's expense, and has not been offered since June 1, 2010.
- The County will not reimburse retiree Medicare Part B premiums as it has not been reimbursed since 2010.

G. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductive reimbursement.

H. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. Plan.

- J. In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) months.

VIII. **ARTICLE 35 (SPECIAL ASSIGNMENT PAY)**

1. Unless specifically stated otherwise, the rates set forth in this Article shall be as increase as follows:  
April 1, 2024 = \$1,300  
April 1, 2025 = \$1,500  
April 1, 2026 = \$1,500
2. Effective April 1, 2024, a new special assignment stipends shall be added to the contract for the following assignments, at the following rates:

Rates:

April 1, 2024 = \$1,300  
April 1, 2025 = \$1,500  
April 1, 2026 = \$1,500

Tree Crew – A special assignment stipend shall be provided to employees of the Roads department that are members of the tree crew that operate trucks, chain saws, and/or wood chippers.

Storm Water – A special assignment stipend shall be provided to employees of the Roads department that are members of the Storm Water crew.

Paving Crew - A special assignment stipend shall be provided to members of the Paving Crew who operate the paver (3), operate the rollers (1 or 2) and perform as rakemen (3 or 4).

Pipe Laying Crew – A special assignment stipend shall be provided to employees of the Road Department assigned to the crew that actively engage in the installation of new or replacement pipe or basins, when trenching is required. Payment is made to only those employees who are directly involved in this construction activity, and, specifically, excludes traffic control and normal maintenance or repair work.

Fuel Site – A special assignment stipend shall be provided to employees within the Vehicle Services department who are responsible to perform the monthly fuel inspection(s).

Fork Lift Trainer – A special assignment stipend shall be paid to the employee in the Roads Department who is assigned and designated to provide forklift training within the County.

3. There shall be new paragraphs C & D., which shall read as follows:

C. Effective April 1, 2024, Employees within vehicle services who perform towing operations (flat beds & tow trucks) shall receive a stipend of:

April 1, 2024 = \$1,300

April 1, 2025 = \$1,500

April 1, 2026 = \$1,500

D. Heavy Wrecker – (80,000 GVWR) – Effective April 1, 2024, members of the bargaining unit operating Heavy Wreckers, shall receive an annual stipend of \$2,000.00, paid in equal installments with each paycheck throughout the contract year, so long as the employee is available, willing, and able to perform the services and maintains all necessary and required certifications, licenses, or credentials.

4. Vehicle Services On-Call Stipend – The on-call stipend set forth in the Sidebar Agreement of August 2022 shall increase of \$300.00 per week effective April 1, 2024.

5. CDL Trainer – The terms of the Sidebar Agreement regarding CDL trainers shall be incorporated in the new collective negotiations agreement.

6. Forklift Trainer - A stipend of \$1.25 per hour will be added to salary of the employee within Vehicle Services designated a forklift Trainer. This is to be made a part of the salary, but can be removed if the employee loses the forklift trainer designation. The designation is made by the County.

## IX. ARTICLE 38 (SALARIES)

### A. Salary Increases

April 1, 2023 – Effective April 1, 2023, and retroactive thereto, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2025 – Effective April 1, 2025, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2026 – Effective April 1, 2026, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

B. **Minimum Salaries** – All minimums shall be as follows:

|                 |                    |                    |
|-----------------|--------------------|--------------------|
|                 | <i>Assistant</i>   |                    |
|                 | <u>Supervisors</u> | <u>Supervisors</u> |
| April 1, 2023 = | \$58,000           | \$63,500           |
| April 1, 2024 = | \$60,000           | \$65,500           |
| April 1, 2025 = | \$62,000           | \$67,500           |
| April 1, 2026 = | \$64,000           | \$69,500           |

|                         |                    |                    |
|-------------------------|--------------------|--------------------|
|                         | <i>Assistant</i>   |                    |
| <u>Vehicle Services</u> | <u>Supervisors</u> | <u>Supervisors</u> |
| April 1, 2023 =         | \$62,000           | \$67,000           |
| April 1, 2024 =         | \$64,000           | \$69,000           |
| April 1, 2025 =         | \$66,000           | \$71,000           |
| April 1, 2026 =         | \$68,000           | \$73,000           |

C. **Vehicle Services Retention Adjustment:** All members of the bargaining unit who work within the Vehicle Services Department who were members of the bargaining unit on April 1, 2023 and are still employees by the County of Ocean as of the date of this MOU's execution shall receive a onetime adjustment in salary, which shall be retroactive to April 1, 2023, in the amount of \$2,500. This adjustment is based upon a concerns regarding retention or employees within the bargaining unit.

As this Retention Adjustment is aimed at addressing the issues involved with the inability to retain mechanics, this Retention Adjustment shall have limited applicability to those employees whose 2023 increase is effected by the minimum salary. Any employee whose movement to the minimum takes the employee above the combined 2023 increase and the retention amount shall receive only the new minimum, shall receive the new minimum only (and not receive the retention amount). If an employee's movement to minimum does not exceed the combined total of the 2023 increase and retention adjustment, the employee shall receive the 2023 increase and retention adjustment.

- X. **NEW SECTION/ARTICLE:** A new section/article shall be added to the collective negotiations agreement regarding Engineering Supervisors, and this new section/article shall provide as follows:

- A. Effective April 1, 2024, employees in the Engineering Department who possess a professional license or certificate not required by title will receive annually, in addition, to his/her base salary an educational incentive as set forth below:

|                                    | <b><u>Effective</u></b><br><b><u>4/1/24</u></b> |
|------------------------------------|-------------------------------------------------|
| All I.M.S.A. Level 3 courses       |                                                 |
| Traffic Signal, Signs and Markings | \$900.00                                        |
| All I.M.S.A. Level 2 courses       |                                                 |
| Traffic Signal, Signs and Markings | \$700.00                                        |
| All I.M.S.A. Level 1 courses       |                                                 |
| Traffic Signal, Signs and Markings | \$500.00                                        |
| A pre-requisite entry level course |                                                 |
| Work Zone Traffic Control          | \$300.00                                        |
| Roadway Lighting                   | \$300.00                                        |
| Traffic Signal Inspector           | \$300.00                                        |

Note: Certifications must be updated, when required, in order to maintain the Stipend.

- B. This incentive will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations. This

benefit is cumulative for the above courses. For instance, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of Two Thousand One-Hundred Dollars (\$2,100.00).]

Maximum annual license/certification payments shall be Three Thousand Dollars (\$3,000.00).] Certifications must be updated, when required, in order to maintain the stipend.

- C. Successful attainment of the certification will be evidenced by submission to the County Engineer and the Department of Employee Relations of a copy of each I.M.S.A. certificate.
- D. Those employees who qualify for this financial remuneration must notify the Ocean County Engineer and Department of Employee Relations of the obtainment and awarding of each I.M.S.A. certificate. A qualified employee will receive the added benefit to his/her salary within sixty (60) days of the date the employee actually notifies the Ocean County Engineer and Department of Employee Relations of the receipt of the I.M.S.A. certificate.
- E. The County will reimburse the employee for the cost of registration only, upon passing the required test for each certification.
- F. **Repairperson Stipend:** Within 45 days of full execution of the collective negotiations agreement, there shall be established an hourly stipend for employees within the Engineering department who are designated as a "repairperson" in accordance with the following:
  - 1. Any employee designated by the County Engineer (or County Engineer's designee) as a "repairperson" for the Signal shop will have the employee's base salary increase by \$2.00 per hour.
  - 2. Call-in shall be reviewed by the Engineer on a quarterly basis. In order for an employee to maintain the \$2.00 per hour, the employee must respond and report to a specific percentages of the call-ins for which a repairperson is needed.

**Formula:** The percentage will be determined by dividing the total number of call-ins by the total number of repairpersons within the Signal shop. The employee must respond to the percentage of call-ins to continue eligibility for the additional hourly compensation. For example, if there are 100 call-ins during the quarter, and there are three people designated as a repairperson, the repairperson must respond to 33.3% of all call-ins.

3. If a person designated as a repairperson fails to respond to the requisite number of call-ins as outlined in paragraph 2 above, or if the employee has the "repairperson" designation removed by the County Engineer (or designee), the employee will immediately cease receiving the \$2.00 per hour adjustment to base pay.
4. The decision to designate someone a "repairperson", or to remove the designation, shall be at the sole discretion of the County Engineer (or designee), and this shall not be subject to grievance, arbitration, or filing of any unfair labor practice. The County shall establish a program by which employees within the Signal shop are trained for repairperson duties, and said program shall be developed exclusively by the County Engineer and/or designee. The County reserves the right to administer a test or other means to determine necessary skill and safety understanding of any person seeking to be designated as a repairperson.

- XI. All other proposals by either party not set forth above are hereby withdrawn.
- XII. All portions of the expired April 1, 2020 – March 31, 2023 contract shall be amended to reflect the terms and conditions agreed upon herein, including any and all dates being changed.
- XIII. All other terms and conditions of the collective negotiations agreement which expired on March 31, 2023, shall remain unchanged and in full force, unless otherwise modified above.

#### **EXECUTION OF MOU**

The undersigned hereby agree to the above terms and conditions and specifically indicated and acknowledge no other promises have been made to either party. Further, the undersigned hereby agree to take this Memorandum of Understanding back to its respective party and recommend its approval.

It is specifically understood by both parties that nothing herein is binding upon either party until such time as full approval and ratification has occurred from the

membership of the Office and Professional Employees International Union Local 32 and the Ocean County Board of Commissioners.

**For the OPEIU Local 32  
Blue Collar Supervisors**

Bill Henning 1/23/24  
(date)

[Signature] 1/23/24  
(date)

Reggie Engle 1/23/24  
(date)

[Signature] 1/23/24  
(date)

Amie Co 1/23/24  
(date)

Sam Dick 1/23/24  
(date)

**For the County of Ocean**

[Signature] 1/23/24  
Robert Greitz, Director (date)  
Office of Employee Relations