

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**OCEAN COUNTY PROSECUTOR'S OFFICE
&
FRATERNAL ORDER OF POLICE JERSEY SHORE LODGE 222
(Representing Superior Officers)**

This Memorandum of Understanding is reached this ____ day of May, 2023, between the negotiating representative of the Fraternal Order of Police Jersey Shore Lodge 222 (FOP 222), **representing Superior Officers**, and the negotiating representative of the Ocean County Prosecutor's Office and County of Ocean. It is expressly understood the following terms and conditions are subject to approval and ratification from the membership of the FOP 222 and the Ocean County Prosecutor's Office and Ocean County Board of Commissioners. It is expressly understood neither party is bound until ratification has occurred by the full membership and County authorities.

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

- I. **DURATION:** Four Year (July 1, 2022 – June 30, 2026)

- II. **ARTICLE 4 (HOLIDAYS)** – During the term of this collective negotiations agreement, the County shall have the unilateral ability/right to increase the number of holidays provided to members of this bargaining unit. Should the County exercise this right/ability, the FOP will be afforded at least 30 days' notice of the additional holiday, which can be shortened upon mutual consent. Further, should the County exercise this right to add a holiday, the new holiday shall become a term and condition of the collective negotiations agreement and survive expiration of the collective negotiations agreement unless the FOP 222 and the County negotiate away the holiday in the future.

III. **ARTICLE 5 (OVERTIME)** – Eliminate subparagraph b. of A.1. as it relates specifically to 2019 and 2020.

IV. **ARTICLE 8 HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION, AND RETIREMENT BENEFITS)** - Paragraph C. of the expired collective negotiations agreement shall be amended to read as follows:

C. All employees, current and future, who retire on or after January 1, 2013, 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.

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

V. **ARTICLE 30 (STAND BY PAY)** – Stand by pay will increase to the following rates at the following times:

Effective July 1, 2023 = \$400.00

Effective July 1, 2025 = \$450.00

VI. **ARTICLE 31 (SALARY)**

A. **Salary Increases**

Effective July 1, 2022, and retroactive thereto, all members of the bargaining unit shall receive a 2.25% increase applied to their June 30, 2022 base salary, unless said increase would result in the July 1, 2022, base salary being below the buffer application of paragraph B below, in which case the buffer shall apply.

Effective July 1, 2023, all members of the bargaining unit shall receive a 1.99% increase applied to their June 30, 2023 base salary, unless said increase would result in the July 1, 2023, base salary being below the buffer application of paragraph B below, in which case the buffer shall apply.

Effective July 1, 2024, all members of the bargaining unit shall receive a 1.95% increase applied to their June 30, 2024 base salary, unless said increase would result in the July 1, 2024, base salary being below the buffer application of paragraph B below, in which case the buffer shall apply.

Effective July 1, 2025, all members of the bargaining unit shall receive a 1.91% increase applied to their June 30, 2025 base salary, unless said increase would result in the July 1, 2025, base salary being below the buffer application of paragraph B below, in which case the buffer shall apply.

- B. **Buffer** - The buffer between the base salary of the Lieutenant and Sergeant shall be \$12,500 in each year of the remaining years of the contract.

The buffer between the base salary of the Captain and Lieutenant shall be \$21,000 in Year One of the agreement, and then \$20,000 in each year of the remaining years of the contract

- C. Retroactive pay from July 1, 2022 shall be paid to the members of Ocean County Prosecutor's Superior Officers Association, FOP Lodge 222, no later than August 30, 2023.

- VII. **NEW ARTICLE (POLICE LICENSE)** - The County shall reimburse members of the bargaining unit up to \$150.00 per year for any fee paid by the Captains and Lieutenants toward the renewal of the officer's police license to be issued by the State of New Jersey. The County shall not reimburse any late fees.

- VIII. All other proposals by either party not set forth above are hereby withdrawn.

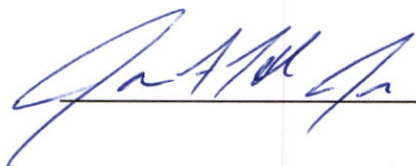
- IX. All portions of the expired April 1, 2019 – June 30, 2022 Contract shall be amended to reflect the terms and conditions agreed upon herein, including any and all dates being changed.

- X. All other terms and conditions of the collective negotiations agreement that expired on June 30, 2022, shall remain unchanged and in full force, unless otherwise modified above.

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.

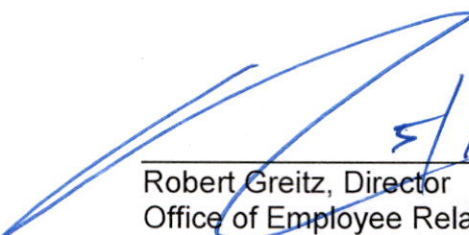
It is specifically understood by both parties that nothing herein is binding upon either party until such time as full approval and ratification has occurred from the membership of the Fraternal Order of Police Jersey Shore Lodge 222 and the appropriate and necessary County authorities, including but not limited to the Ocean County Prosecutor and Board of Commissioners.

For the FOP 222, Superior Officers

 5/15/23
(date)

 5/16/23
(date)

**For O.C. Prosecutor's Office
and County of Ocean County**

 5/16/23
Robert Greitz, Director (date)
Office of Employee Relations