

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**COUNTY OF OCEAN
&
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, LOCAL 32**

This Memorandum of Understanding is reached this 10th day of March, 2023, between the negotiating team of the Office and Professional Employees International Union, Local 32, representing Juvenile Detention Officers (hereinafter "OPEIU"), 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 OPEIU and the County of Ocean. It is expressly understood that neither party is bound until ratification has occurred by the full membership of OPEIU and Ocean County Board of Commissioners.

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, 2022 – March 31, 2026)

- II. **ARTICLE 7 (WORK HOURS)** – Effective the pay period after execution of the collective negotiations agreement, employees covered by this agreement shall be eligible for a five percent (5.0%) Night Differential if the employee works the "c" shift (11:00PM – 7:00AM). This differential shall be paid only when the employee physically works the "c" shift.

- III. **ARTICLE 15 (HOLIDAYS)** – During the term of this collective negotiations agreement, the County shall have the ability/right to unilaterally increase the number of holidays provided to members of this bargaining unit. Should the County exercise this right/ability, the OPEIU 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 OPEIU and the County negotiate away the holiday in the future.

- IV. **Article 27 (Promotional Remuneration)** – The promotional remuneration shall effective April 1, 2023 to \$5,000. As such, any JDO promoted to Senior JDO shall receive the promotional amount or the minimum salary for the Sr. JDO titles set forth in Article 35, whichever is greater.

- V. **ARTICLE 28 (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 December 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.

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

- VI. **ARTICLE 30 (OVERTIME)** – Any member of the bargaining unit who volunteers for an overtime shift must complete that shift unless it is a designated detail such as, but not limited to, transport or dispense medication.

- VII. **ARTICLE 35 (SALARIES)**

- A. **Salary Increases**

April 1, 2022 – Effective April 1, 2022, and retroactive thereto, all members in the bargaining unit who were employed on April 1, 2022, shall receive an increase of 2.0%, but not less than Two Thousand dollars (\$2,000).

April 1, 2023 – Effective April 1, 2023, all members in the bargaining unit shall receive an increase of 2.0%, but not less than Two Thousand One Hundred dollars (\$2,100).

April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit shall receive an increase of 2.0%, but not less than Two Thousand Two Hundred dollars (\$2,200).

April 1, 2024 – Effective April 1, 2025, all members in the bargaining unit shall receive an increase of 2.0%, but not less than Two Thousand Three Hundred dollars (\$2,300).

*Employees working less than forty (40) hours per week shall have any flat dollar adjustments prorated.

- B. **JDO Minimums**: The following minimum salaries will be paid as of the dates indicated below:

- April 1, 2022 = \$41,000
- April 1, 2023 = \$43,000
- April 1, 2024 = \$44,000
- April 1, 2025 = \$45,000

- C. **Sr. JDO Minimums**: The following minimum salaries will be paid as of the dates indicated below:

- April 1, 2022 = \$50,000
- April 1, 2023 = \$52,500
- April 1, 2024 = \$55,000
- April 1, 2025 = \$57,500

- D. **Retention Adjustment**: As the parties recognize the difficulty attracting and retaining JDO staff, certain adjustments to the salaries must be made.

1. All employees who were employed on March 31, 2022, and are still employed by the County of Ocean as of the date of this the execution of the Collective Negotiations Agreement shall receive a onetime adjustment in salary, which shall be retroactive to April 1, 2022, in the amount of \$1,500. This adjustment is based upon the concerns regarding retention or employees within the bargaining unit.
2. Employees who were employed between April 1, 2022, and the date of this the execution of the Collective Negotiations Agreement shall receive a onetime adjustment in salary, which shall be effective April 1, 2023, in the amount of \$1,200. This adjustment is based upon the concerns regarding retention or employees within the bargaining unit.

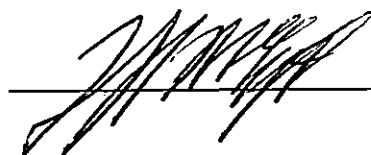
- VIII. All references to "Freeholders", "Board of Freeholders", or "Board of Chosen Freeholders" will be changed to "Commissioners", "Board of Commissioners", or "Board of County Commissioners", as appropriate.
- IX. All other proposals by either party not set forth above are hereby withdrawn.
- X. All portions of the expired April 1, 2019 – March 31, 2022 contract shall be amended to reflect the terms and conditions agreed upon herein, including any and all dates being changed.
- XI. All other terms and conditions of the collective negotiations agreement that expired on March 31, 2022, shall remain unchanged and in full force, unless otherwise modified above.

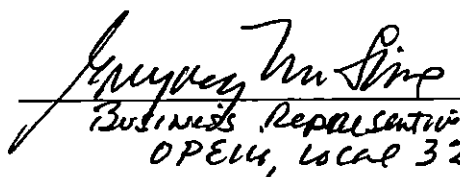
EXECUTION OF MOU

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.

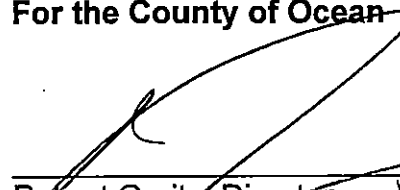
It is specifically understood by both parties that nothing herein is binding upon either party until such time as full approval and ratification has occurred from the membership of the OPEIU Local 32 and the Board of Commissioners of the County of Ocean.

For the OPEIU Local 32


3/10/23
(date)


Business Representative (date)
OPEIU, Local 32

For the County of Ocean


Robert Greitz, Director (date)
Office of Employee Relations