

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**COUNTY OF OCEAN
&
OCEAN COUNTY PROSECUTOR'S
OFFICE CLERICAL ASSOCIATION**

This Memorandum of Understanding is reached this 19th day of December, 2023, between the negotiating team of the Ocean County Prosecutor's Office Clerical Association and the negotiating representative for the Ocean County Prosecutor's Office and the County of Ocean. It is expressly understood the following terms and conditions are subject to approval and ratification from the membership of the Ocean County Prosecutor's Clerical Association, 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 party for approval:

- I. **DURATION:** Three Years (April 1, 2023 – March 31, 2026)
- II. **ARTICLE 8 (HOLIDAYS)** – Effective April 1, 2023, Juneteenth shall be added to the calendar as a holiday. The Board of Commissioners shall designate the date on which Juneteenth will be observed each year.
- III. **ARTICLE 9 (LONGEVITY PAY)** – Effective January 4, 2024, the elimination of longevity for full-time employees hired after April 1, 2013 shall be eliminated. Thus, as of January 1, 2024, all full-time members of the bargaining unit 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 member of the bargaining unit.

- IV. **ARTICLE 23 (PROMOTIONAL REMUNERATION)** – Effective April 1, 2023, and retroactive thereto, the promotional remuneration amount shall increase to \$3,000 for the term of this collective negotiations agreement.

- V. **ARTICLE 30 (HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION, AND RETIREMENT BENEFITS)** - Paragraph C. shall be amended to read as follows:

1. All employees current and future who retire on or after September 1, 2008 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.
2. Effective upon executive 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.
3. Effective September 1, 2008, the following changes will affect all new hires:
 - Employees will be offered the NJ Direct 15 plan, or its replacement. New hires may elect a higher level of coverage at their 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, in addition to the requirements of Chapter 78.
 - The County will no longer reimburse retiree Medicare Part B premiums.
4. For all employees hired after the execution of this collective negotiations agreement:
 - The County will offer the OMNIA Plan, or its replacement. The employees may elect a higher level of coverage by paying the difference between the cost of OMNIA and the selected plan at their 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 September 1, 2008 as indicated above.
- The County will not reimburse retiree Medicare Part B premiums, as it has not been reimbursed since September 1, 2008 as indicated above.

VI. **ARTICLE 33 (SALARIES)**

- A. **Salary Increases** – Employees working a forty (40) hours workweek shall receive the following increases:

April 1, 2023 – Effective April 1, 2023, and retroactive thereto, all members in the bargaining unit shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500).

April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500).

April 1, 2025 – Effective April 1, 2025, all members in the bargaining unit shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500).

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

A new employee must have worked for the County for at least six (6) consecutive months prior to the April 1st increase date to be eligible for the increase. If the employee does not have six (6) months of consecutive employment with the County on April 1st, the employee will not be eligible for the yearly increase until the next the following April 1st. For example, an employee hired November 1, 2022, will not be eligible for the April 1, 2023 increase, but will receive an increase on April 1, 2024. However, this employee would not be paid less than the new minimum.

- B. **Bi-lingual** – The stipend set forth in paragraph F. shall be \$2,500 effective April 1, 2024.
- C. **Minimum Salaries** – The minimum salaries will increase by \$1,040 in each year of the contract.

VII. **TUITION REIMBURSEMENT** – The parties agree to continue discussions

relative to the tuition reimbursement amount provided to employees on an annual basis. The parties agree to continue negotiations through July 2024.

- VIII. All other proposals by either party not set forth above are hereby withdrawn.
- IX. 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 all necessary dates being changed.
- X. All other terms and conditions of the collective negotiations agreement that expired on March 31, 2023, shall remain unchanged and in full force, unless otherwise modified above.

EXECUTION OF MOU

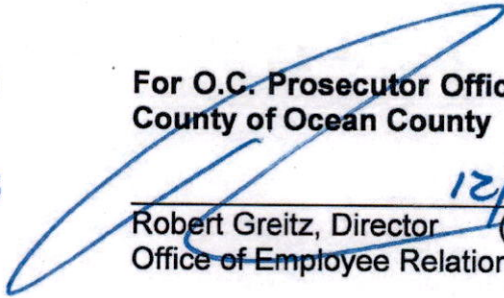
The undersigned hereby agree to the above terms and conditions and specifically indicated and acknowledge no other promises have been made to either party. Further, the undersigned hereby agree to take this Memorandum of Understanding back to its respective party and recommend its approval.

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 Ocean County Prosecutor's Clerical Association and the Board of Commissioners of the County of Ocean.

For the Prosecutor's Clerical Association


Leanna D'Amico, President (date)
Prosecutor's Office. Clerical Association

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


Robert Greitz, Director (date)
Office of Employee Relations