

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**COUNTY OF OCEAN - OCEAN COUNTY CORRECTIONS
&
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 258A**

This Memorandum of Understanding is reached this 16th day of November, 2022, between the negotiating team of the Policemen's Benevolent Association Local 258A (PBA 258A), representing corrections superior officers, 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 PBA 258A and the Ocean County Board of Commissioners. It is expressly understood neither party is bound until ratification has occurred by the full membership of PBA 258A and the Ocean Board of County 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:** Three Year (July 1, 2022 – June 30, 2025)

- II. **ARTICLE 9 (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 PBA 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 PBA 258A and the County negotiate away the holiday in the future.

III. **ARTICLE 6 (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. This “minimum of fifteen years with the County” provision does **not** apply to ordinary and accidental disability retirements.

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.

IV. **ARTICLE 26 (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 **2.25% 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 **2.25% 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.

- B. **Buffer** - The buffer between the base salary of the Sergeant and the highest paid county correctional police officer guide salary shall be \$15,000 in each year of the contract.

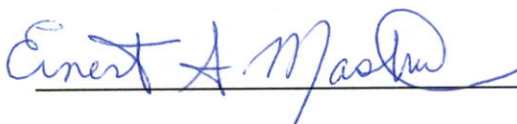
The buffer between the base salaries of the Sergeant and Lieutenant shall be \$12,500 in each year of the contract. The buffer between the base salaries of the Lieutenant and Captain shall be \$12,500 in each year of the contract.

- C. The application of all parts of Article 26 shall be suspended June 30, 2025, and all members of the bargaining unit shall receive the salary received on June 30, 2024, until the parties reach a voluntary agreement for a successor CBA or by the terms of an Interest Arbitration Award.
- V. **New ARTICLE (Sergeant out of title)** – Effective upon execution of the collective negotiations agreement, in the event there is no lieutenant on a shift and a Sergeant is assigned to serve in lieu of the Lieutenant as the officer in charge, the Sergeant shall be paid out-of-title pay at the rate equal to Lieutenant salary for the hours worked as officer-in-charge.
- VI. All other proposals by either party not set forth above are hereby withdrawn.
- VII. All portions of the expired July 1, 2020 – June 30, 2022 Collective negotiations agreement shall be amended to reflect the terms and conditions agreed upon herein, including any and all dates being changed.
- VIII. 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 PBA 258A and the Board of Commissioners.

For the PBA Local 258A

 11/16/22
(date)

(date)

For the County of Ocean

 11/16/22
Robert Greitz, Director (date)
Office of Employee Relations