

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**COUNTY OF OCEAN,
OCEAN COUNTY SHERIFF
&**

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 379

This Memorandum of Understanding is reached this ____ day of May, 2023, between the negotiating representative of the Policemen's Benevolent Association Local 379 (PBA 379) and the negotiating representative of the Ocean County Sheriff and County of Ocean. It is expressly understood the following terms and conditions are subject to approval and ratification from the membership of the PBA 379 and the Ocean County Sheriff 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 (SALARIES)** - The parties agree the creation of a salary guide with a consistent and sound structure is of mutual benefit. Accordingly, the parties have agreed to the creation of a fourteen (14) step salary guide moving towards consistent increments, and the elimination of the off-guide designation.

- The Salary Guides are set forth in Attachment A, and are retroactive to July 2022.
- All current members of the bargaining unit shall be placed on the salary guides effective Year One as set forth on Attachment B.

Minimum Salary – The minimum salary for the bargaining unit shall increase effective July 1, 2022 to \$50,000.

Salary Guides – The Salary Guides for all officer and the effective dates of the salary guides are attached to this MOU as Attachment A. Members of the bargaining unit shall advance one-step on the guide each year of the collective negotiations agreement subject to the limitations set forth in second paragraph/sentence of Paragraph C of the collective negotiations agreement, which provides:

As per the existing contract, all Officers remain on Step 1 for a full calendar year before they advance to Step 2 on the anniversary of their hiring date.

Paragraph D (Senior Officer Pay) - Senior Officer pay shall provide, in addition to base salary

1. Effective July 1, 2023 = Two Thousand One Hundred Dollars (\$2,100)
2. Effective July 1, 2025 = Two Thousand Five Hundred Dollars (\$2,500)

There are no other changes to Paragraph D or the eligibility for Senior Officer Pay.

Paragraph E of the expired contract shall remain unchanged, except as necessary to update the dates in Paragraph E to reflect June 30, 2026.

- III. **ARTICLE 7 (OVERTIME COMPENSATION)** – At his discretion, the Sheriff shall have the ability to bypass the overtime call-in rotation seniority list due to officer or public safety situations. This bypassing shall be limited to no more than ten (10) times per year.

Sheriff Officers, in lieu of overtime payment, will have the option to accrue a maximum of forty-eight (48) hours of non-replenishing compensatory time at any time during the calendar year. Compensatory time will be accrued at the same rate as overtime compensation consistent with paragraph A of this Article. **Starting with the 24th pay period of 2023 (November 9, 2023-November 22, 2023) the number of hours an Officer can earn will increase to eighty (80) hours of non-replenishing compensatory time at any time during the calendar year.**

- IV. **ARTICLE 9 (HEALTH 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 applies to all types of retirements.

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. This applies to all types of retirements.

- V. **ARTICLE 12 (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 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 and the County negotiate away the holiday in the future.

- VI. **ARTICLE 29 (ON CALL, EXTRADITION AND K-9 ASSIGNMENTS)** – On-Call 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

Attached hereto as Attachment C is the procedure for selection of Duty Week (On Call). An officer is required to work the assigned Duty Week (on Call).

- VII. **HOURS/SHIFTS** –Any portion of the collective negotiations agreement, or 4/10 Pilot Program related to 10-hour shifts, regarding midnight (12:00AM) being the end of the day/week is hereby superseded by this provision.

During the term of the collective negotiations agreement, all 10 hour shifts will be one of the following for the duration of the contract:

- Sunday through Wednesday 0700-1700 hours or 1700-0300 hours.
- Wednesday through Saturday 0700-1700 hours or 1700-0300 hours.

However, the schedules may be different subject to mutual agreement of the parties.

- Shift bids, which will include the days, will be posted no later than June 15th
- Shift bids will end no later than July 15th.
- Shift bids will be awarded no later than August 1st
- New shifts will start on the first pay period of September

- VIII. **NEW PROVISION - FIELD TRAINING OFFICER** – Any officer designated by the Sheriff as a Field Training Officer ("FTO") shall receive a stipend of \$1,500.00 per year.
- IX. **NEW PROVISION (MOUNTED HORSE OFFICER STIPEND)** - Any officer(s) designated as Mounted Horse Officer shall receive a total stipend of \$2,400.00 per year for the work performed in the care and feeding of the horse, and serving as the mounted officer.
- X. All references in the expired contract to "Freeholder(s)" or "Board of Chosen Freeholders" shall be amended to "Commissioner(s)" or "Board of Commissioners".
- XI. All other proposals by either party not set forth above are hereby withdrawn.
- XII. All outstanding grievances, arbitrations, and/or unfair practice charges filed, or that could have been filed regarding incidents occurring before date of settlement, will be withdrawn or waived with prejudice. The exception to this shall be the potential grievance related to overtime and sick leave use, which the parties agree to meet to seek a resolution by July 1, 2023. The timeline for filing a written grievance shall be tolled until July 7, 2023.
- XIII. All portions of the expired April 1, 2020 – June 30, 2022 Contract shall be amended to reflect the terms and conditions agreed upon herein, including any and all dates being changed.
- XIV. 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.

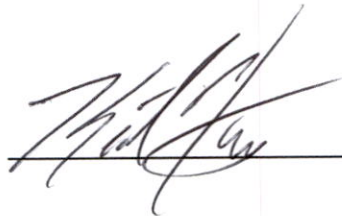
The undersigned hereby agree to the above terms and conditions and specifically indicated and acknowledge no other promises have been made to either party. Further, the undersigned hereby agree to take this memorandum of understanding back to its respective party and recommend its approval.

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 Policemen's Benevolent Association Local 379 and the appropriate and necessary County authorities, including but not limited to the Ocean County Sheriff and Board of Commissioners.

For the PBA 379

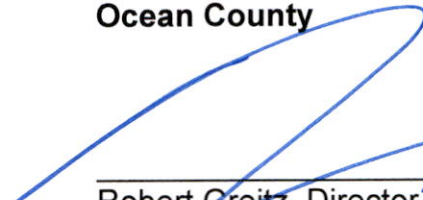


30 May 23
(date)



05/30/2023
(date)

For O.C. Sheriff and County of Ocean County



Robert Greitz, Director (date)
Office of Employee Relations
5/30/23

**Ocean County Sheriff PBA 379
Salary Guides**

Year One July 1, 2022		Year Two July 1, 2023		Year Three July 1, 2024		Year Four July 1, 2025	
Step	Base	Step	Base	Step	Base	Step	Base
1	50,000	1	50,000	1	50,000	1	50,000
2	56,000	2	56,000	2	56,000	2	56,000
3	61,000	3	62,000	3	62,500	3	62,500
4	65,000	4	66,684	4	66,684	4	66,684
5	69,000	5	72,000	5	72,299	5	72,299
6	73,000	6	76,000	6	77,914	6	77,914
7	77,500	7	80,000	7	82,000	7	83,446
8	85,000	8	85,000	8	87,000	8	89,061
9	92,000	9	92,000	9	92,000	9	94,676
10	100,368	10	100,368	10	100,368	10	100,368
11	106,730	11	106,730	11	106,730	11	106,730
12	112,153	12	112,153	12	112,153	12	112,153
13	117,576	13	117,576	13	117,576	13	117,576
14	123,000	14	123,000	14	123,000	14	123,000

Ocean County PBA Local 379 - SHERIFF
Advancement - Placement Chart

Base Year	Year One July 1, 2022	Year Two July 1, 2023	Year Three July 1, 2024	Year Four July 1, 2025
Step	Step	Step	Step	Step
1	1	1	1	1
2	1	2	2	2
3	2	2	3	3
4	3	3	4	4
5	4	4	5	5
6	5	5	6	6
7	6	6	7	7
8	7	7	8	8
9	7	8	9	9
10	7	8	9	10
11	8	9	10	10
12	9	10	11	11
13	10	11	12	12
14	11	12	13	13
15	11	12	13	14
OG1	11	12	13	14
OG2	11	12	13	14
OG3	12	13	14	14
	13	14	14	14
	14	14	14	14

Attachment C

DUTY WEEK (ON CALL) SCHEDULE SELECTION

- Beginning January 2024, Duty week (On Call) will be scheduled out for a full year in advance and start the first full pay **first pay period of January** and will be scheduled off the General department list.
- K9, CSI, any Officer in an undercover capacity, and any other Officers who would have a duty specific week to their perspective position, would not be able to be mandatorily made to work a Duty week off the General list. They could volunteer to pick Duty week.
- The choosing of the Duty week (On Call) will occur between October 1st and October 31st, during which Officers will be given the opportunity to choose or deny one week of duty (On Call) for the coming year beginning in January as set forth above.
- If all 52 Duty weeks are not filled, the list will go around a second time by seniority.
- If all 52 Duty weeks are not filled, the list will go out a 3rd time allowing anyone to choose the remaining available weeks by seniority.
- If there are any Duty weeks still not covered after the 3rd offering, the weeks will be filled by reverse seniority of the first denial (Officer that has not taken a Duty week).
- Any new hires will have to take the duty week of the most senior officer that was mandatorily given a Duty week, once they are off the FTO program.
- During the Officers Duty week, the Officers will not be able to take or be assessed for any Scheduled overtime or Off duty assignment. They will only be able to take shift extension and any other mandatory overtime, besides the overtime given through the On Call status.
- If an officer transfers to unit with unit specific mandatory overtime, they have the option of keeping their Duty Shifts or giving them up. If they give up the shift it will go out to all members to see if anyone will volunteer for the shift. If there are no volunteers, then the shift(s) will be the responsibility of the officer.
- If an unforeseen issue arises, the Duty week will be through to the General department list.