

MEMORANDUM OF UNDERSTANDING BETWEEN

COUNTY OF OCEAN & OCEAN COUNTY CORRECTIONS PROFESSIONALS ASSOCIATION

This Memorandum of Understanding is reached this _____ day of March, 2024, between the negotiating team of the Ocean County Corrections Professionals Association 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 Ocean County Corrections Professionals Association and the County of Ocean. It is expressly understood neither party is bound until ratification has occurred by the full membership 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, 2023 – March 31, 2027)
- II. **ARTICLE 9 (HOLIDAYS)** – Juneteenth shall be added as a holiday effective 2023.
- III. **ARTICLE 10 (LONGEVITY)** - Effective January 4, 2024, the elimination of longevity for full-time members of this bargaining unit hired after April 1, 2013 shall be eliminated. Thus, as of January 4, 2024, all full-time blue collar employees 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

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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 blue collar employee.

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IV. **ARTICLE 20 (Hospital, Surgical, Major Medical, Prescription And Retirement Benefits)** – Paragraph C. shall be amended to read as follows:

- C. 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.
2. 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.
3. The County will no longer reimburse retirees Medicare Part B Premiums.
4. 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 own expense, in addition to the chapter 78 contributions.
 - Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
5. For all employees hired after the execution of this collective negotiations agreement:
- The County will offer the OMNIA plan, or its replacement. Such employees may elect a higher level of coverage by paying the difference between the cost of OMNIA and the selected plan, in addition to the Chapter 78 contributions.
 - Continuation of spousal coverage after the death of the retiree is not offered to any employee hired after September 1, 2008.

The County shall have the option to enroll all members of the bargaining unit in the 20/35 plan through the SHBP, so long as the County combines this with a Health Reimbursement Account to cover co-pays and out-of-pocket contributions associated with 20/35 plan.

V. **ARTICLE 22 (WORK HOURS)** – This article shall be amended to provide for different lunch options, and shall read as follows:

The parties recognize that bargaining unit employees have regular work weeks ranging from 32 1/2 to 40 hours and that the length of the regular work week for any employee is individually designated by the Board of Chosen Freeholders and the managerial executives to whom the employee reports. Either party may request a change in this practice and such request is to be the subject of negotiations.

However, the parties further recognize that optimum efficiency and productivity may require adjustments from time to time to the number of regular hours in a work week for individual employees. Accordingly, the parties agree that the regular work week for employees may be adjusted to a greater or lesser number of hours and that base salaries for employees whose regular work week is so adjusted shall be expanded or contracted by 7 1/2% for each 2 1/2 hours the regular work week is correspondingly lengthened or shortened.

All Ocean County Corrections Professionals shall continue to enjoy a one (1) hour daily lunch period, as well as two (2) fifteen minute breaks, one in the morning and one in the afternoon, which may be taken away from the employee work area.

The one (1) hour unpaid daily lunch period referenced above, may be modified to one-half (1/2) hour unpaid lunch period at the request of a Corrections Professional and with the prior consent of the Department Head. Such request shall be based on seniority and will normally be reviewed and may be modified at least annually.

Based upon the unique nature of the department of corrections, effective the start of the pay period immediately after execution of the collective negotiations agreement, all Ocean County Corrections Professionals represented by this bargaining unit shall work an eight (8) hours day with a one-half hour (1/2 hour) paid lunch, so long as the employee stays within the building and is available and able to conduct business during that time if necessary.

VI. **ARTICLE 28 (SALARIES)**

A. **Salary Increases**

April 1, 2023 – Effective April 1, 2023, and retroactive thereto, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2025 – Effective April 1, 2025, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

April 1, 2026 – Effective April 1, 2026, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

B. **Minimum Salaries** – The minimum salaries will increase by \$1,040 in each year of the contract.

C. Employees within this bargaining unit who are assigned on to work within the Ocean County Jail on a regular basis shall receive an annual stipend of \$1,500.

VII. **PROMOTIONAL REMUNERATION** – Effective April 1, 2024, the promotional increase amount shall be \$3,000 or 6.0%, whichever is greater for the term of this collective negotiations agreement.

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 any and all dates being changed.
- X. All other terms and conditions of the collective negotiations agreement which expired on March 31, 2023, shall remain unchanged and in full force, unless otherwise modified above.

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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 Corrections Professionals Association and the Ocean County Board of Commissioners.

**For the Ocean County Corrections
Professionals Association**

Phil DeMarco 3-21-2024
(date)

For the County of Ocean

[Signature] 3/22/24
Robert Greitz, Director (date)
Office of Employee Relations

(date)

(date)