

09-00
Hudson

THIS DOES NOT
CIRCULATE

COPY OF RESOLUTION

Negotiate
Agreement -
Court
Attendants
and
Sheriff's
Officers

WHEREAS, the Public Employment Relations Commission has certified the Fraternal Order of Police Lodge 36A and 36B as the bargaining representative for the purpose of negotiations with respect to wages, hours and other terms of employment for Court Attendants and Sheriff's Officers.

WHEREAS, the County and the Fraternal Order of Police, Lodges 36A and 36B, have in good faith negotiated a collective bargaining agreement between the parties under the provisions of Chapter 303, Public Laws of 1968.

BE IT RESOLVED, that the attached agreement be adopted by the Board.

1973

KUONS UNIVERSITY

1972-1973

FRANK E. RODGERS, Clerk of the Board of Chosen Freeholders of the County of Hudson in the State of New Jersey, DO HEREBY CERTIFY the attached resolution to be a true copy of a resolution passed at a meeting of said Board held on OCT 25 1973

FRANK E. RODGERS

Sandra Luth Clerk
DEPUTY CLERK

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals or caused these presents to be signed
by their proper officers and their county seal or corporate
seal to be hereto affixed on this 26 day of October, 1973.

FRATERNAL ORDER OF POLICE LODGE
NO. 36A and 36B, SHERIFF'S-
DEPARTMENT

by: Joseph J. Lancia (LS.)

by: Thomas M. Mulla (LS.)

BOARD OF CHOSEN FREEHOLDERS
OF HUDSON COUNTY

by: William S. Boyle (LS.)

by: Frank E. Kagan (LS.)

10/24/73 12:20 PM.

A G R E E M E N T

This Agreement made on the 26 day of October, 1973, between the County of Hudson and the Hudson County Court Attendants, Sheriff's Officers and Process Servers, known as Lodge 36 F.O.P.

WITNESSETH, whereas the Public Employee's Relations Commission has certified the Fraternal Order of Police Lodge #36A and 36B, Sheriff's Department as the bargaining representative for the purpose of negotiations with respect to wages, hours and other terms of employment, therefore, the County and the Lodge mutually agree as follows:

ARTICLE 1

Effective January 1st, 1972, all officers, court attendants and process servers shall receive the salary adopted by resolution of the Hudson County Board of Chosen Freeholders on December 14th, 1972, as follows:

Starting Salary:

January 1, 1972---\$9,200.00

July 1, 1972----- officers with one year, but less than three years service - - - - -\$9,500.00

Officers with three years service - - - - -\$10,000.00

January 1st, 1973:

Officers with one year, but less than two years service - - - - - -\$9,500.00.

Officers with two years service, but less than three years service - - - - - -\$10,000.00.

Officers with three years service, or more---\$10,500.00.

July 1st, 1973:

Officers with one year service but less than two years service - - - - - -\$10,000.00.

Officers with two years service, but less than three years service - - - - - -\$10,500.00.

Officers with three years service or more---\$11,000.00.

The starting salaries for any officers and attendants shall be \$9,200.00 yearly.

Should any provision of the foregoing be inconsistent

with the resolution of the Board passed on December 14th, 1972,
the December 14th, 1972 resolution shall control.

A salary year shall be defined as a calendar year
(January 1 through December 31).

ARTICLE VI

DURATION

This agreement shall extend from the date of the signing thereof to December 31, 1973.

In the event that a new agreement is not made by the expiration date hereof, each employee shall be compensated at the salary level attained as of January 1, 1974.

ARTICLE V

VACATIONS

The existing vacation practice shall be continued by the Board of Chosen Freeholders, and it is expressly understood to include a five (5) week vacation period for 1973 which has been established by past practice for all members.

The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Lodge equally.

The Lodge President, or his authorized representative may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Lodge representative may be present as observer at any hearing on the individual's grievance.

F. MANAGEMENT RIGHTS: The County hereby retains and reserves unto itself all powers, rights, authority duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and of the United States.

G. The employees retain all rights conferred upon them by law, including civil service laws and P.E.R.A.

within three (3) days by such Director of Personnel to the Lodge.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Lodge and submitted to the Director of Personnel, and the answer to such grievance shall be made in writing, with a copy to the Lodge within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Lodge shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Board of Freeholders. A written answer to such grievance shall be served upon the individual and the Lodge within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Lodge shall have the right within five (5) working days to submit such grievance to an arbitrator. An impartial arbitrator shall be selected by Agreement through P.E.R.C. or the American Arbitration Association.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Lodge representative with the Director of Personnel designated by the County. The answer shall be in writing and made

ARTICLE III

OVERTIME

The practice in existence on the date of the signing of this agreement shall be continued for the duration of this agreement by the Hudson County Board of Chosen Freeholders, with respect to the payment of overtime.

This provision shall not be deemed a waiver of any rights to overtime pay in accordance with Civil Service Laws. The "practice in existence" shall otherwise mean that the employees shall not receive fewer overtime benefits than are paid as of the date of actual signing of the agreement.

ARTICLE 11

COURT HOLIDAYS AND RECESSES

All employees covered by the terms of this agreement shall be entitled to and shall receive all court holidays and time off for court recesses during the term of this agreement to the same extent as prevailed prior to the signing of this agreement. Said employees shall in no way receive less than the holidays and recesses that had been established by past practice prior to the signing of this agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

BOARD OF CHOSEN FREEHOLDERS OF
HUDSON COUNTY

AND

FRATERNAL ORDER OF POLICE LODGE
NO. 36A and 36B, SHERIFF'S
DEPARTMENT

MICHAEL H. HOCHMAN, ESQ.
Attorney for Fraternal Order
of Police Lodge No. 36A and
36B, Sheriff's Department

ROBERT E. MURRAY, ESQ.
Attorney for Board of Chosen
Freeholders of Hudson County