

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

RESOLUTION

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 agreement be adopted by the Board, provided that the benefits of this agreement shall only be granted to those employees in the unit who are in the employ of the Board on the date of the enactment of this Resolution.

I, 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 _____

Frank E. Rodgers, Jr.

Clerk

Deputy Clerk

A G R E E M E N T

Between

BOARD OF CHOSEN FREEHOLDERS OF
HUDSON COUNTY

AND

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

A G R E E M E N T

This Agreement made on the 13th day of June, 1974,
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 I

- A. Effective January 1st, 1974, all officers, court attendants and process servers shall receive an annual salary increase of \$600. per annum.
- B. Effective January 1st, 1975, all officers, court attendants and process servers shall receive a further annual salary increase of \$750. per annum.
- C. Retroactive payment for the annual 1974 salary increment for the period January 1, 1974 through June 30, 1974, shall be made to each covered employee no later than the second pay day following July 1, 1974. Thereafter, the remainder of the annual increment shall be computed and equally apportioned in each bi-weekly pay check for each covered employee.

ARTICLE II

CLOTHING ALLOWANCE

- A. Effective January 1, 1974, the County hereby agrees to establish a clothing allowance payable to the employees covered by this Agreement in the amount of \$150.00.
- B. Effective January 1, 1975, the County hereby agrees to increase the allowance provided above to \$200. per annum.
- C. Payment of the 1974 clothing allowance shall be made on November 14, 1974.
- D. Payment of the 1975 clothing allowance shall be made at the end of the first pay period in January, 1975.

ARTICLE III

COURT HOLIDAYS AND RECESSES

A. All employees covered by the terms of this agreement shall be entitled to and shall receive all court holidays and court recesses as determined by the Order of the Supreme Court.

ARTICLE IV

LONGEVITY PROGRAM

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth effective July 1, 1974, the following longevity program:

1. For employees with more than five years of service but not more than ten years of service - \$200 per annum;
2. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;
3. For employees with more than 15 years of service but not more than 20 years of service - \$600 per annum;
4. For employees with more than 20 years of service - \$800 per annum.

Fifty per cent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriate employee's annual salary rate (i.e. \$100, \$200, \$300 and \$400 per annum for the appropriate years of service); the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate; said rate shall be the basis for longevity payments from July 1, 1975.

Effective January 1, 1976, the longevity program in full shall be implemented. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

B. The Longevity Program shall survive the expiration of this contract for all employees.

ARTICLE V

DETECTIVES - PROCESS SERVERS
OVERTIME - MILEAGE

A. In lieu of overtime payments, detectives shall be paid an additional \$825. per annum. This shall be paid the detectives in their regular salary payments.

B. In lieu of mileage expenses, process servers and officers doing the work of process servers, which shall not exceed a total of 15 officers, shall receive an additional \$720. per annum. This shall be paid the process servers and officers doing the work of process servers in their regular salary payments. This shall be effective June 1, 1974.

C. The overtime payments for detectives, and mileage expenses for process servers shall be in addition to the increments set forth in Article I herein.

ARTICLE VI

OVERTIME

A. 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.

B. This article shall not apply to detectives.

C. Overtime shall be paid at time and one-half for all time worked after 4:00 p.m. and during the normal lunch hour. The overtime rate shall be computed using 2080 hours divided into the annual attained gross salary under this agreement.

D. Overtime vouchers shall be submitted within 2 work days after the date overtime is worked; and payment therefor shall be paid no later than the second pay day following submission of the overtime voucher.

E. Employees do not waive past overtime claims unpaid or the subject of pending litigation.

ARTICLE VII

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 their immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Lodge.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE (con't)

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 Department Head or any person designated by him, 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 County Personnel Director. 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 notify the county personnel director of its election to submit such grievance to an arbitrator. An impartial arbitrator shall then be selected by Agreement through the established procedures of P.E.R.C. or the American Arbitration Association at

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

(cont'd)

the election of the Lodge. 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 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.C.

ARTICLE VIII

VACATIONS

A. 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 1974 and 1975 which has been established by past practice for all members.

B. One of the Five (5) weeks vacation may be what is designated as the "Judges Seminar Week" which may include Labor Day.

ARTICLE IX

DURATION

This Agreement shall extend from the date of the signing thereof to December 31, 1975.

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, 1975, and the terms hereof shall govern until the signing of the new Agreement. No employee shall be deprived of any salary increment granted herein or previously granted by the signing of this Agreement.

ARTICLE X

DUES CHECK-OFF

The Freeholders shall withhold from each salary check of each Lodge member the sum of \$1.00, the total of which shall be remitted to the Treasurer of the Lodge once each month.

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 13th day of June, 1974.

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

By: Cosmo F. Luccia (L.S.)

By: Rosemarie Neville (L.S.)

BOARD OF CHOSEN FREEHOLDERS
OF HUDSON COUNTY

By: Conne D. Malley (L.S.)

By: Joseph Semerovich (L.S.)

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

04-00
Hudson

COPY OF RESOLUTION

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Agreement
with
Sheriff's
Officers
and
Court
Attendants

THIS DOES NOT
CIRCULATE

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RUTGERS UNIVERSITY