

Contract no 1107

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 25 1992

RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF HUDSON

AND

HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION,

PBA LOCAL 109

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

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PREAMBLE

This Agreement made this day of , 1989, by and between the COUNTY OF HUDSON, hereinafter referred to as the "Employer" and the HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL 109, hereinafter referred to as the "Association", has been created for the purpose of harmony and mutual understanding between the Employer and the Employees represented by the Association in order that the operations of the Correctional Facilities of the County of Hudson shall proceed in an uninterrupted manner at all times.

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et. seq., hereinafter referred to as the "Act", and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WHEREAS, the Association represents a majority of public employees in an appropriate negotiating unit as provided in N.J.S.A. 34:13a-5.3;

WHEREAS, the Employer and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

ARTICLE I
RECOGNITION

1.1 The Employer recognizes the Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment for all Superior Correction Officers below the rank of Warden who are assigned to the Jail and/or penitentiary, but excluding managerial executives, professional employees, clerical employees, supervisors within the meaning of the act, other police employees and all other employees.

1.2 The singular as used herein shall also apply to the plural; and the masculine gender shall likewise include feminine when used herein.

ARTICLE II
UNION SECURITY

2.1 The Employer agrees to deduct the monthly Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th day of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization from check-off must be received in writing by the Employer and the Association by July 1st or July 1st next succeeding the date on which Notice of withdrawal is filed.

2.3 Upon the request of the Association, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2.4 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

2.5 The amount of said representation fee shall be certified to the Employer by the Association, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Association to its own members.

2.6 The Association agrees to indemnify and hold the

employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

2.7 The Employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

2.8 The Association shall establish and maintain at all times a demand and return systems as provided by N.J.S.A. 34:13A 5.5(c) and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such systems, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE III

HOLIDAYS

3.1 The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless it is increased by the County.

3.2 All bargaining unit employees shall receive fourteen (14) paid holidays, which shall be as follows:

New Year's Day	Lincoln's Birthday
Martin Luther King Day	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Columbus Day
Election Day	Thanksgiving Day
Christmas Day	Undesignated Day

3.3 The employer agrees to pay cash for fourteen (14) holidays. Payment for seven (7) holidays will be made not later than July 15; payment for the remaining seven (7) holidays which fall in the second half of the year will be made on or before the last payday of the calendar year.

3.4 Recognizing that the Jail and the Penitentiary employees work every day of the year regardless of holidays, the Employer shall agree to distribute the two (2) major holidays, namely Christmas Day and New Year's Day, as days off and on a fair and equitable basis and consult with the employees as to their preference.

3.5 Superior Officers shall receive compensatory time off for all extra holidays granted at the discretion of the Board of Chosen Freeholders/County Executive.

3.6 For each and every day Hudson County Administration

personnel are granted a day off (e.g., day before or after a holiday, Friday after Thanksgiving, shopping day), an equal number of days will be granted to the members of the Association.

ARTICLE IV

ASSOCIATION BUSINESS LEAVE

4.1 During negotiations for a successor Agreement not more than three (3) Association representatives shall be excused from their normal work duties in order to participate in negotiations for such time periods as are deemed reasonable and necessary by mutual agreement between the Employer and the Association.

4.2 The Association shall advise the Employer of the members of its Negotiating Committee. These employees shall retain their present shift assignment through the duration of this Agreement.

4.3 The four members of the Executive Board shall be released from duty without loss of pay to attend regular PBA local meetings.

4.4 The president or designee in their absence shall be released from duty without loss of pay to attend local monthly PBA meetings for the County Conference.

4.5 Attendance at State and National Conventions of the PBA shall be provided in accordance with N.J.S.A 40A:14-177.

ARTICLE V
TEMPORARY LEAVES OF ABSENCE

5.1 A death in an employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed three (3) days per death in the immediate family. However, five (5) days shall be permitted if the funeral is out of State. Employees may use accumulated sick leave to attend the funeral of a relative listed in the sick leave article.

5.2 Immediate family shall be defined as follows: spouse, mother, father, son, daughter, sister, brother, grandparents, grandchildren of the employee or spouse.

5.3 Each employee below the rank of Captain shall be entitled to three (3) days of per year in lieu of weekend differential pay. These days shall be cumulative in the same manner as vacation days. Except in emergent situations, employees must notify the Warden, or his designee, at least 72 hours prior to the personal day sought. Failure to so notify the Warden may result in denial of the requested personal day.

ARTICLE VI

VACATIONS

6.1 Employees shall receive working days vacation as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>WORK DAYS OF VACATION</u>
1st Year	1 Day/Month
2-5 Years	15 Days
6-15 Years	18 Days
16-20 Years	20 Days
21-25 Years	25 Days
26+ Years	25 Days plus one day per year of service over 25 years up to a maximum of 30 days.

Effective January 1, 1990, employees shall receive vacation as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>WORK DAYS OF VACATION</u>
0-1 Year	1 Day Per Month
2-5 Years	15 Days
6-15 Years	20 Days
16-24 Years	25 Days
25+ Years	25 Days + 1 Day per year up to 30 days

6.2 In determining vacation schedules, the County shall take into account the preferences of employees as well as the needs of the Department. where two or more officers' requested vacation schedules are in conflict, classification seniority shall prevail subject to the provisions below.

6.3 All vacation pay shall be given to a member prior to his or her vacation leave, providing the employee give the County two weeks' notice.

6.4 Any member whose employment is terminated shall receive his or her paid vacation pro-rated to the date of termination.

6.5 Seniority by each classification, and in the event of equal seniority then by time on the job, shall prevail in selection of vacation with the County retaining the right to

6.6 Vacation periods will commence on the first day of the scheduled four (4) or five (5) day tour, when practical. Vacation periods may commence on the last day of the previous tour providing the 15% rule is adhered to.

6.7 No more than fifteen (15%) percent of the entire classification shall be on vacation at any one time during the year. Tour commanders shall ensure that if more than fifteen (15%) percent of the entire complement is scheduled for vacation, replacements from other tours shall be temporarily assigned to fill such temporary vacancies created by vacations. The temporary assignment of correction officers to fill vacancies created by vacations shall not be arbitrable.

6.8 The provisions shall apply to all members of the Division of Corrections. Any emergency exceptions must be approved by the Chief Warden.

6.9 Vacations shall be selected by seniority. The ten (10) most senior employees shall have the right to select vacations in accordance with the terms of this settlement, during the period, January 1 to January 14. Those employees in this group who did not select vacation during this period, then shall select during the January 15 to January 28 period, with the next ten (10) most senior employees. The selection process shall continue in this fashion with the increments of

ten (10) employees selecting during each successive two (2) week period until the selection process has been completed. If an employee is not able to be given any or all of his or her selected vacation, he or she shall be notified.

ARTICLE VII
DEATH BENEFITS

7.1 Members of the bargaining unit who are killed in the performance of their correction duties shall be entitled to receive two (2) years salary as a death benefit to be determined by the salary payable at the time of death of the officer.

7.2 Overtime, pro rata holiday and pro rata vacation pay shall also be paid to the member's surviving spouse or estate within ninety (90) days after the death of the member.

ARTICLE VIII
LEGAL COUNSEL

8.1 The Employer agrees to provide legal counsel to members of the bargaining unit in connection with claims arising from or incidental to the employee's performance of his duties other than disciplinary or criminal proceedings instituted on behalf of the County.

ARTICLE IX

CLOTHING ALLOWANCE

9.1 The members of the bargaining unit shall receive a clothing allowance of Five Hundred (\$500.00) Dollars per annum to be paid during the month of January each year.

9.2 Any portion of the uniform and/or equipment which damaged within the performance of an employee's duty-and not through the employee's neglect-shall be replaced by the County at no cost to the employee.

9.3 In the event the County mandates a change in uniform or a portion thereof, the cost for such initial change shall be the sole responsibility of the County. In the event such change is by the mutual agreement of the parties the cost of such change shall be the sole responsibility of the employee. This subsection shall be effective upon the execution of this Agreement.

ARTICLE X
RIGHTS OF PARTIES

10.1 The Employer hereby retains the right to manage and control its Correctional Facilities and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

10.2 The Employer, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons.

10.3 The employee organization likewise retains its rights granted pursuant to applicable federal, state and/or constitutional legal requisites.

ARTICLE XI
GRIEVANCE AND ARBITRATION PROCEDURE

11.1 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.

11.2 Any action asserted by any Superior or agent of the County against any officer shall be subject to the grievance procedure contained within this Agreement. In the event any officer is scheduled for a hearing conference in which the continuation of his employment as a corrections officer may be discussed or reviewed, then the officer may request a member of the PBA to be present with him and advise him of the proceedings.

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

11.4 Failure at any step of this procedure to communicate the decision on a grievance 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 entered at that step.

11.5 It is understood that any employee shall during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations

of the Employer unit such grievance has been fully determined.

STEP ONE

The grievance shall be discussed by the employee involved and the Association representative with the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Association.

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 Association and submitted to the Warden or any person designated by him, and the answer to such grievance shall be made in writing with a copy to the Association within five (5) days of submission.

STEP THREE

If the grievance is not settled by step Two, then the Association 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's Director of Personnel. A written answer to such grievance shall be served upon the individual and the Association with seven (7) calendar days after submission.

STEP FOUR

If the grievance is not settled through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel, or to an

arbitrator. The filing of an appeal to the Department of Personnel must be filed within the time prescribed in Department of Personnel regulations. The filing of an appeal to an arbitrator must be filed within five (5) working days following disposition at Step Three.

The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

11.6 The selected 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.

11.7 Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Association equally.

11.8 Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present as an observer at any hearing on the individual's grievance.

ARTICLE XII
WORK STOPPAGES

12.1 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Employer's facilities. It is further agreed that the Association shall be held liable for all damage incurred by the County, penalties and other legal equitable restraints and/or orders.

ARTICLE XIII

SALARIES AND OVERTIME

13.1 Each employee shall receive a salary as follows:

EXECUTIVE ASSISTANT

1/1/89 - \$40,410
1/1/90 - \$45,259
1/1/91 - \$49,785

DEPUTY WARDEN

1/1/89 - \$37,788
1/1/90 - \$42,323
1/1/91 - \$46,555

CAPTAIN

1/1/89 - \$35,454
1/1/90 - \$39,708
1/1/91 - \$43,679

LIEUTENANT

1/1/89 - \$34,286
1/1/90 - \$38,400
1/1/91 - \$42,240

SERGEANT

1/1/89 - \$33,117
1/1/90 - \$37,091
1/1/91 - \$40,800

13.2 Work in excess of an employee's regular work day or regular work week shall be considered overtime and shall be compensated at the time and one-half rate (150%) of the straight time hourly rate.

The workday shall consist of eight (8) and one-quarter (1/4) (includes lineup) consecutive hours in a twenty four (24) hour period, except as mutually agreed to by the parties, or, in the cases of emergency, as determined by the Warden or his designee.

Employees who work more than the regular workday as defined above, shall be entitled to a minimum of one (1) hour of pay at the overtime rate subject to being retained for work for one (1) hour at the County's discretion.

An employee who is held over beyond his or her normal workday and who is relieved during the first thirty (30) minutes, may elect to leave when relieved and receive thirty

(30) minutes of pay at the overtime rate. If a superior officer directs an employee to leave at any time after the end of their regular workday, he or she shall receive one (1) hour of pay at the overtime rate.

13.3 Employees shall be called in for overtime based upon a rotating seniority roster in the order of rank-for-rank and seniority within rank.

13.4 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and receive not less than four (4) hours pay at the time and one-half rate for each occurrence.

ARTICLE XIV

LONGEVITY

14.1 The employer shall establish its longevity program for the Association as follows:

<u>PER ANNUM</u>	<u>YEARS OF SERVICE</u>
\$200.00	5
\$400.00	10
\$600.00	15
\$800.00	20
\$1000.00	25+

ARTICLE XV
BENEFITS' PROGRAMS

15.1 (A) The insurance and health benefit levels in effect at the time of execution of this Agreement shall remain in effect except as modified herein.

(b) The County shall continue to provide the same insurance and health benefits' levels of coverage at no expense to the employee for all employees who retire on or after January 1, 1989.

15.2 The County shall continue to provide a retirement program providing for one day's pay for each three (3) days unused accumulated sick leave, not to exceed Three Thousand Dollars (\$3,000.00). If a member has reached minimum retirement age and dies while still working, the County shall pay to the member's estate the retirement leave pay.

15.3 The County shall continue to provide the prescription drug program at the \$1.00 co-pay benefit level.

15.4 The basic County Dental Plan providing full family coverage shall continue to be maintained.

15.5 The County shall provide the life insurance program's benefit level of Five Thousand Dollars (\$5,000.00).

15.6 For all insurance plans, the County retains the right to select a carrier or to self-insurance, in its sole discretion, provided benefits are not reduced.

15.7 The County shall establish a Committee composed of one representative of each bargaining unit in the County including the Association to review and upgrade its insurance

program.

ARTICLE XVI
SEVERABILITY AND SAVINGS

16.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

16.2 This Agreement contains the entire understanding of parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Association.

ARTICLE XVII

SHIFT BIDDING

17.1 In the event a vacancy is created or occurs, employees shall be entitled to bid for choice of shift assignment, in order of seniority based upon rank-for-rank and seniority within rank.

17.2 Shift changes must be stable for a period of three (3) months before being eligible to bid for a new assignment.

17.3

- a. Job assignments become the responsibility of the Officer. Jail administration is not to be held responsible for transporting officers to their assignments or getting officers to their assignments on time.
- b. Employees who are assigned to one work location and who report to that location will be provided transportation if they are directed by a superior officer to another work location.

denial of the use of sick leave for the absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

2. Where a member has worked more than four (4) continuous hours and is required to leave work early because of illness, he will be credited with having worked the entire day. If the member has worked less than four (4) continuous hours, the entire day shall be charged as a sick day. If at that time a member has no accumulated sick leave, he/she shall be paid for actual time worked.

D. Service-connected sickness, injury or disability leave.

1. Members covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate service-connected sickness, injury or disability, commencing on the first day of any such service connected injury or disability. Temporary disability benefits paid by Worker's Compensation insurance to the member will be paid over to the County.

2. Intentional self-inflicted injuries or those service-connected injuries or disabilities resulting

from gross negligence shall not be covered by the provisions of this Section.

3. Any member who accepts outside employment whose physical demands are equal to, or greater than, his or her normal police activities during the periods of service-connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service-connected sickness, injury or disability pay.
4. When such sickness, injury or disability leave is granted, the member shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Verification of Sick Leave

1. A member who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause of disciplinary action.
2. In the case of a member utilizing sick leave to attend to a sick or injured relative, the member may be required to supply acceptable medical evidence that:
 - a. The relative was sick or injured; and
 - b. The member's presence was required.
3. In case of leave of absence due to exposure to

contagious disease, a certificate from the Department of Health or employee's personal physician, if the employee so desires, may be required.

4. The County may require a member who has been absent because of personal illness, as a condition of his or her return to duty, to be examined by a County physician. Such examination shall establish whether the member is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the member or other employee.
5. Failure to provide verification may result in denial of sick leave and may result in disciplinary action.

F. Sick Leave Incentive

1. Any member not using sick leave for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to five (5) days' pay. Such member shall have five (5) days deducted from his or her sick leave for that year.
2. Any member utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to four (4) days' pay.

Such member shall have four (4) days deducted
from his or her sick leave for the year.

ARTICLE XIX

SENIORITY

19.1 Seniority is defined as an employee's total length of service within rank, beginning with his appointment date. The Senior Supervisor within rank shall be deemed the "Officer-in-Charge".

19.2 Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

19.3 The Employer shall maintain an accurate, up-to-date seniority list showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Association upon request.

19.4 The Employer shall promptly advise the appropriate Association representative of any changes which necessitate amendments to seniority lists.

ARTICLE XI

MEAL PERIOD

20.1 All Superiors shall have a duty-free meal period of thirty (30) minutes per working shift.

ARTICLE XXI
SHIELDS AND UNIFORMS

21.1 Any officer in charge of any detail that leaves the institution, or goes anywhere on county business while in uniform shall be armed only if qualified in accordance with the guidelines established by the Police Training Commission, for his own personal protection.

2.2 Shields and identification cards shall be issued to Superior Officers.

ARTICLE XXII

MISCELLANEOUS

22.1 The President of the PBA shall be granted reasonable released time to attend meetings called by the Warden or County official concerning matters related to the operation of the facility or dealing with the health and welfare of the members of the PBA.

22.2 The PBA shall be granted reasonable use of equipment which is present in the Department when said equipment is not in use. The PBA shall pay reasonable cost of all material utilized by the PBA for any reproduction and distribution of materials.

22.3 When an employee would be otherwise off-duty, compensatory time shall be provided for mandatory staff meetings not to exceed one (1) per month.

ARTICLE XXIII
OUTSIDE EMPLOYMENT

1. Members must notify the Warden, or his designee in writing of the name of the outside employer and the nature of the employment prior to securing the employment.

This Section is not intended to require that employees seek or receive the permission of the Warden, or his designee, prior to securing the outside employment.

2. Prior to securing outside employment, members must ascertain whether the outside employer provides Workers' Compensation, liability or any other type of insurance coverage and notify the Warden, or his designee, in writing of the insurance provided.

This Section is intended to provide insurance information to the County, although no such insurance is required.

3. All members who seek to secure outside employment must first submit a written request to the Warden, or his designee, and receive the written permission of the Warden in the following circumstances:

- a. Where the member will wear the County Corrections uniform, or part thereof, during the outside employment; or
- b. Where the member may be required to display or use his or her County Corrections badge,

identification card or weapon.

4. Present employees must provide information required by this Article in writing to the Warden, or his designee, within thirty (30) days of the effective date of this Agreement.

ARTICLE XXIV

DURATION OF AGREEMENT

24.1 This Agreement shall be effective for the period January 1, 1989 to December 31, 1991. All the provisions of this Agreement shall continue in full force after December 31, 1991, until a successor Agreement is executed.

ARTICLE XXVI
PAST PRACTICE

26.1 The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Association which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXVII
EDUCATION INCENTIVE

Employees shall receive annual compensation upon completion of college courses, provided they are job-related and provided the employee receives the prior written approval of the Warden, which approval shall not be 'unreasonably withheld. In order to receive the compensation noted below, the employee must receive a grade of "C" or its equivalent, and must provide proof of the grade. The compensation schedule shall be \$10.00 per credit earned toward a degree up to this following maximum:

Associate Degree	\$ 750.00
Bachelor's Degree	1,500.00
Post Graduate Degree	2,000.00

ARTICLE XXVIII
CLAIMS ADJUSTMENT

Where an employee's personal property is damaged or lost as a result of an incident arising out of, or incidental to, the lawful performance of his or her duties as a Corrections Officer, the County shall reimburse the employee for the replacement value of the property, except as follows:

1. The County shall only be liable for loss or damage to jewelry or watches up to \$100.00.

A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

At the County's option, an employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the employee for the lowest estimated value of the claim.

Employees who receive full or partial reimbursement from a third party, including insurance, for a claim paid pursuant to this Article, must reimburse the County for any amount of money received from the third party.

APPENDIX "A"

The PBA agrees to participate on a salary holdback committee made up of a representative of each union to review the possibility of implementing a salary holdback during the term of this Contract.

The PBA's participation is conditioned on the participation of all other employee representatives. The PBA's agreement to this provision and participation of the committee does not relieve the County of its negotiations obligation under the New Jersey Employer/Employee Relations Act, N.J.S.A. 34:13a-1 et. seq. concerning any such holdback.

MISCELLANEOUS

The terms of this Agreement apply to all employees on the payroll as of the date of this Agreement. The terms shall also apply to all persons who resigned in good standing, who retired or who were on medical leave of absence from 1/1/89 until the date of this Agreement. Persons terminated for cause between 1/1/89 and the date of this Agreement are not entitled to benefits under this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be their duly authorized officers this day of _____, 1989.

THE COUNTY OF HUDSON

HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL NO. 109

BY: _____

BY: _____

BY: _____

BY: _____

ATTEST:

ATTEST:
