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January 15, 2016

Laurie Cotter,  
Deputy County Administrator  
Office of the County Administrator  
Administration Building Annex  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

**RE: Collective Bargaining Agreement  
Between  
The County of Hudson  
And  
Hudson County Superior Officers Association,  
PBA Local 109A  
January 1, 2013 Through December 31, 2017  
Resolution No.:554-9-2013**

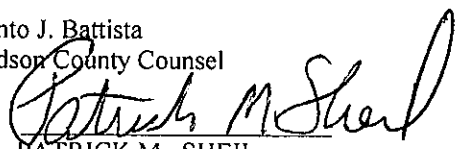
Dear Ms. Cotter:

Enclosed please find two original copies of the **Agreement** as it relates to the above captioned matter, and as authorized by the adoption of Resolution No. by the Board of Chosen Freeholders on September 26, 2013, a copy of which is also attached. I have reviewed the above and find all to be in proper legal form.

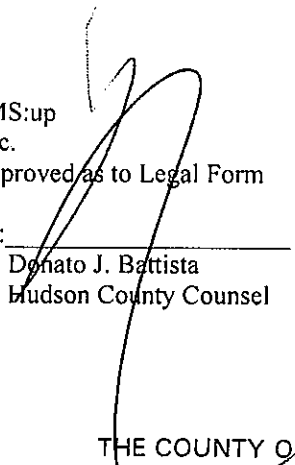
I recommend the Agreements for your signature, and respectfully ask that they be signed and returned to this office for further processing.

Very truly yours,

Donto J. Battista  
Hudson County Counsel

By:   
PATRICK M. SHEIL  
DIRECTOR OF LABOR RELATIONS

PMS:up  
Enc.  
Approved as to Legal Form

By:   
Donato J. Battista  
Hudson County Counsel

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON

15

RESOLUTION

No. 554-9-2013

On Motion of Freeholder Maldonado  
Seconded by Freeholder Rivas

MEMORANDUM OF AGREEMENT  
ON BEHALF OF  
THE COUNTY OF HUDSON  
AND  
PBA LOCAL 109A  
JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

WHEREAS, the County Executive, Thomas A. DeGise, has negotiated a Memorandum of Agreement on behalf of the County of Hudson and PBA Local 109A January 1, 2013 through December 31, 2017; and

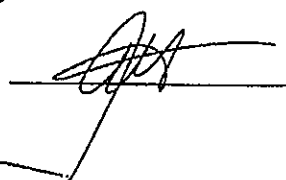
WHEREAS, the aforementioned Memorandum of Agreement which has been ratified by the membership of the Union, is deemed acceptable to the County.

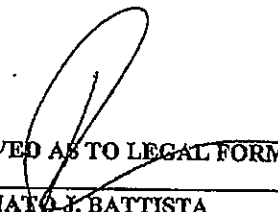
NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The aforesaid Memorandum of Agreement which is reflected in a Memorandum now on file in the Office of the Clerk to this Board, is hereby approved and ratified.
3. This resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst	N.P.
Cifelli	✓				O'Dea	✓			
DiDomenico	✓				Rivas	✓			
Dublin	✓				Maldonado	✓			
Liggio	✓				Chairperson Romano	✓			
Munoz				✓					

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 26 day of Sept. A.D. 2013, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.

 Clerk

APPROVED AS TO LEGAL FORM  
BY:   
DONATO J. BATTISTA  
HUDSON COUNTY COUNSEL  
Source: Law Department  
PMS/up

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF HUDSON**

**AND**

**HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION,**

**PBA LOCAL 109A**

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**JANUARY 1, 2013 THROUGH DECEMBER 31, 2017**

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Prepared By:

DETZKY HUNTER & DE FILLIPPO,LLC David J. DeFillippo, Esq. 45 Court Street Freehold, NJ 07728 (732) 780-3090 Labor Counsel to the Hudson County Superior Officers Association, PBA Local 109A	SCARINCI & HOLLENBECK, LLC 1100 Valley Brook Avenue Lyndhurst, NJ 07071 (201) 896-4100 Special Labor Counsel to the County of Hudson
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## PREAMBLE

This Agreement, made this 20<sup>th</sup> day of September, 2013, by and between the COUNTY OF HUDSON, hereinafter referred to as the "County" or the "Employer," and the HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL 109A, 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 Department of Personnel.

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

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

IT IS agreed as follows:

**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 Corrections Officers below the rank of Captain who are assigned to the Jail and/or penitentiary, but excluding managerial executives, professional employees, clerical employees, other police employees and all other employees. Notwithstanding the above, Deputy Wardens who are promoted or appointed to that position on or after March 6, 1995 shall be excluded from the unit.

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

1.3 The terms, "Employees" and "Officers," refer to those Superior Corrections Officers who are members of the collective bargaining unit defined in Section 1.1, above.

**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 15<sup>th</sup> 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 1<sup>st</sup> or January 1<sup>st</sup> next succeeding the date on which the notice of termination 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 re-entry 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 15<sup>th</sup> 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 system 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 a system, 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's Birthday	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 Jail and 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 on a fair and equitable basis, consulting 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 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.

3.7 An employee who is absent from work the day before or after a legal holiday, shall not be paid the holiday unless he/she has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate. If an employee is carried on the payroll as "absent no pay" or on a leave of absence without pay, this employee does not receive holiday pay, if a holiday is observed while he or she is employed in either status.

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

4.4 The Association president, or the president's designee in his 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) A death in an Employee's immediate family shall not be charged against her or 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.

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

(c) Funeral leave cannot be used for an aunt or uncle. However, a Corrections Superior Officer may use personal day leave, vacation leave or sick leave to attend the funeral of an aunt or uncle.

(d) Funeral leave time shall include attendance at the memorial service. The County reserves the right to obtain verification of such attendance from the Employee.

(e) The County reserves the right, in its sole discretion, to grant funeral leave in excess of that set forth in this Section in special circumstances. Any such leave so granted shall be charged against the Employee's sick leave.

5.2 Each Employee shall be entitled to three (3) days off 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 or her 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>
0-1 Year	1 Day/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 set forth below.

6.3 All vacation pay shall be given to the Employee prior to his or her vacation leave, provided the Employee gives the County two weeks notice.

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

6.5 Seniority by classification, and in the event of equal seniority then by time on the job, shall prevail in the selection of vacations, with the County retaining the right to assign officers from other shifts temporarily to staff any shifts where manning levels drop below the accepted level due to vacation selection. The temporary assignment of officers to other shifts is not arbitrable. Where qualified, transfers will be made on the basis of inverse order of seniority.

6.6 The summer vacation period commences on June 15 and terminates on September 15. Off-season vacations are divided into two periods: The first period commencing January 1 and terminating June 14, and the second period commencing September 16 and terminating December 31.

- a. When each Employee has made one summer selection of up to ten (10) working days, in five (5) or ten (10) day segments, he may pick his remaining entitled days in either one or both of the off-season periods.
- b. If an Employee wishes to take all of his vacation during the off-season periods, he must submit his request through his Tour Commander to the Chief Warden's office.
- c. If an Employee wishes to take only part of his allotted summer vacation, using the remaining days in the off-season periods, he must submit this request through his Tour Commander to the Chief Warden's office.

6.7 Vacation periods will commence on the first day of the member's four (4) or five (5) day tour, when practical.

6.8 No more than five (5) Corrections Superior Officers shall be on vacation at any given time or on any given day, excluding Corrections Superior Officers assigned to Internal Affairs, Training and Jail Administration.

6.9 Consistent with the LAP Award (Docket Nos. CO-2002-96 and CO-2002-97) vacations shall be selected by classification seniority within shift. Until the County actually implements Unit Management throughout the operational sectors of the jail, vacation bidding shall be based on jail-wide seniority. However, as soon as the County has substantially implemented Unit Management throughout the correctional facility, vacation bidding shall be by shift seniority. The five (5) most senior Employees shall have the right to select vacations, in accordance with the terms of this Article, during the period January 1 to January 14. Those Employees in this group who did not select vacation during this period shall then select during the January 15 to January 28 period, with the next five (5) most senior Employees. The selection process shall continue in this fashion with increments of five (5) 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 selected vacation, he shall be notified within the first week of the next selection to enable him to have enough time to resubmit his selection during the following selection period.

6.10 Employees will submit addresses and telephone numbers where they may be reached during their vacation in case of an emergency.

6.11 Not more than the maximum number of annual vacation days authorized under this Agreement as corresponding to the Employee's length of service shall be taken in any one calendar year. If, in any calendar year, all or part of an Employee's annual vacation days are not utilized because of business necessity, such unused annual vacation days may be used only during the next succeeding calendar year, and shall be scheduled to avoid the loss of such days.



**ARTICLE VII**

**DEATH BENEFITS**

7.1 Officers 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 Officer's death.

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

## ARTICLE VIII

### LEGAL COUNSEL

8.1 Whenever an Employee is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, the County shall provide said employee with necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the County or in a criminal proceeding instituted as a result of a complaint on behalf of the County. If any such disciplinary or criminal proceeding instituted by or on complaint of the County shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

## ARTICLE IX

### UNIFORM AND EQUIPMENT

9.1 Any portion of the uniform and/or equipment which is 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.

9.2 In the event the County mandates 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.

**ARTICLE X**

**RIGHTS OF PARTIES**

10.1 The County 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 County, 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 Association likewise retains its rights granted pursuant to applicable federal, state and/or constitutional law.

## 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 Association to be present with him and to 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 an acceptance of the decision entered at that step.

11.5 It is understood that while a grievance is pending, the grieving Employee shall continue to observe all assignments and applicable rules and regulations of the Employer until the 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 within five (5) days of submission, with the Association receiving a copy of said determination within the same five (5) day period.

## **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 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 and upon the grievant. 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 arbitration, but the cost 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:

Effective January 1, 2013 – 2% across the board increase to all unit employees  
Effective January 1, 2014 - 2% across the board increase to all unit employees  
Effective January 1, 2015 - 2% across the board increase to all unit employees  
Effective January 1, 2016 - 2% across the board increase to all unit employees  
Effective January 1, 2017 - 2% across the board increase to all unit employees

<u>SERGEANT</u>	<u>LIEUTENANT</u>
2013 - \$101,948	2013 - \$107,045
2014 - 103,987	2014 - 109,186
2015 - 106,067	2015 - 111,370
2016 - 108,188	2016 - 113,597
2017 - 110,352	2017 - 115,869

The above salary increases shall be applied to all PBA members on payroll at the time of ratification and those PBA members who were on payroll December 31, 2012 and retired prior to ratification. In addition, employees promoted into the Unit after January 1, 2013 shall be covered by this agreement. The amounts for the latter two groups will be prorated in accordance with their dates of employment and written agreements.

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.

13.3 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.

13.4 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.

13.5 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, the Employee shall receive one (1) hour of pay at the overtime rate.

13.6 Employees shall be called in for overtime based upon a rotating seniority roster in the order of rank-for-rank and seniority within rank. A rotating list shall be used for the distribution of voluntary overtime.

13.7 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 such occurrence.

13.8 Salaries for current Employees and newly-hired Employees shall be paid bi-weekly on a two-week lagging basis, with the Employee's paycheck to be issued two weeks after the closing date of the pay period. Subject to adjustment due to unpaid absences, bi-weekly pay shall be computed by dividing the Employee's regular annual salary by the number of pay periods in the then-current calendar year.

13.9 Overtime shall be paid to bargaining unit Employees two pay periods after it is earned.

13.10 In accordance with the LAP Award (Docket Nos. CO-2002-96 and CO-2002-97), those individuals who were on a 4/2 schedule and went to a 5/2 schedule shall have 14 days pay added to the base pay for each affected officer.

13.11 Also in accordance with the LAP Award, Unit Managers shall receive a \$900 annual stipend to carry a pager on their off hours and to respond to telephone calls.

Additionally, Unit Managers shall receive a minimum of 4 hours overtime in the event that he/she is required to respond to the jail during off hours. Unit Managers shall receive prior approval from the jail administration before reporting to the jail on a call-in basis.

13.12 For the purposes of calculating overtime, only the first five (5) days of sick time shall be used in the calculation annually.

13.13 Officers will be compensated for all overtime worked at the overtime rate of 1.5%. Such compensation may be in the form of cash payment or compensatory time, at the sole discretion of the officer. Officers may take compensatory time off upon approval by management's designee. The decision to grant a comp time request shall be based upon whether minimum staffing levels are met, but may not be unreasonably denied. Officers may accrue a maximum of 40 hours of renewable compensatory time per calendar. Any compensatory time not used by December 31 of the year in which it is earned shall be paid to the employee at the December 31 rate of pay in January of the subsequent year.

13.14 The County shall have the authority to establish a program in which all bargaining unit officer's compensation will be directly deposited into a financial institution and immediately available to officers on payday, at no cost to officers.

**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>
\$300.00	5
\$500.00	10
\$700.00	15
\$900.00	20
\$1,100.00	25+

## ARTICLE XV

### BENEFITS PROGRAMS

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

15.2 The County shall pay the cost of State Health Benefits traditional plan medical insurance coverage for retirees and their dependents, if the employee retires in a state or locally-administered retirement system with twenty-five (25) or more years of service credited in that retirement system excepting employees who elect deferred retirement, but including employees who retired on a disability pension based on fewer years of service.

The cost of HMO or NJ Plus coverage which is in excess of the cost of traditional plan coverage shall be borne by the retiree. The retiree is also responsible for the payment of all required deductibles and co-payments.

15.3 The County shall provide the N.J. State Prescription Drug Program.

15.4 The County will implement an employee-funded dental insurance upgrade option. Such upgrade will be at no expense to the County. The County will exert its best efforts to assure that employee payments for the dental upgrade are treated as pre-tax income.

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-insure, 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.

15.8 Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over such changes. However, as

participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this agreement will be changed accordingly including the cost of co-payments of prescriptions to employees. The County will not be liable for any such change or the impact of any such change. In addition, no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee or the County from filing an appropriate challenge against SHBP for any such change. This paragraph applies to any programs under the SHBP, for example, the prescription drug program.

15.9 Employee health care insurance contributions shall be in accordance with Chapter 78, P.L. 2011.

**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 addressed 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

### WORK SCHEDULE AND SHIFT BIDDING

17.1 Consistent with the LAP Award (Docket Nos. CO-2002-96 and CO-2002-97), effective January 6, 2003, the work schedule for the Hudson County Correction Facility shall be a unified 5/2 work schedule.

(a.) The County retains the full managerial discretion to schedule the two consecutive days off that the officer shall receive; that is, the County is not required to grant officers on the 5/2 work schedule weekends off.

(b.) If a post is eliminated or the number of officers required to staff a particular post are reduced, the displaced Superior Corrections Officer(s) shall retain their days off and be reassigned within the unit at the discretion of the Unit Manager. Superior Corrections Officers will be displaced on a reverse seniority basis (i.e., last senior officer) unless a volunteer asks to be displaced.

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 report to another work location.

17.4 Shift swapping – pursuant to the interest arbitration award dated July 2, 2012, the following language is added:



1. **Reciprocal Days/Swapping Shifts:** The County agrees to allow officers assigned to the Hudson County Correctional Facility and its satellite units (including but not limited to any and all details such as Hospital Details and Administration Details) to utilize a system of "Swapping days" by mutual agreement with each other subject to the following procedures::

- a. Officers wishing to switch/swap working days with each other must complete the County Approved "Application for Reciprocal Form".
- b. Requests for use of reciprocal days/"swapping shift" shall be submitted seventy-two (72) hours in advance without exception. All requests submitted in a timely manner shall be approved by the County.
- c. Officers shall only be permitted to use reciprocal days/switch working days within the same pay period.
- d. It shall be a violation of this system for an officer who has been approved for a reciprocal day/"shift swap" to fail to report for duty except for the reasons set forth in subsection (e) herein. An officer who has been approved for a reciprocal day/"shift swap" and who fails to report for duty shall be marked as DNR ("Did Not Report") and shall be subject to Disciplinary Action. Any officer found guilty of violating this system shall also be subject to the following: for 1<sup>st</sup> offense, an officer shall be prohibited from utilizing this system and swapping days for a ninety (90) day period; for a 2<sup>nd</sup> offense, an officer shall be prohibited for a six (6) month period.
- e. Any officer who has been approved for a reciprocal day/"shift swap" and who utilizes a sick day instead of reporting for duty,

shall not be marked DNR and shall not be subject to Disciplinary Action; provided that said officer is not in violation of the sick leave policy.

- f. In the event that "Mandatory Overtime" is utilized, the officer who is working must fulfill the Mandatory obligation, and will be held accountable as it pertains to Mandatory Overtime Policy.

**Note:** Any officer who does not fulfill his/her mandatory obligation, will be subject to discipline. Discipline will be generated according to the next step he/she is on as it pertains to the mandatory overtime.

## ARTICLE XVIII

### SICK LEAVE

18.1 Employees shall receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

18.2 Employees shall be entitled to use accrued sick leave when they are unable to perform their duties by reason of:

- (a) Personal illness, injury or exposure to contagious disease; or
- (b) Illness, injury or exposure to contagious disease on the part of the Employee's spouse, child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the Employee's household.

18.3 Unused sick leave shall accumulate from year-to-year, without limit.

18.4 Reporting of Absence of Sick Leave

- (a) If an officer is absent for reasons that entitled him or her to sick leave, the designated officer shall be notified at least one (1) hour prior to the Officer's usual reporting time, except in emergent circumstances.
- (b) Failure to so notify the designated officer may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
- (c) Absence without notice for five (5) consecutive days shall constitute a resignation.
- (d) A Superior Officer who leaves work sick without completing a full work day will only get paid for the actual time worked. The remaining time not worked will be charged against the officer's sick leave. If at that time the

Officer has no accumulated sick leave, he/she shall be paid for actual time worked.

18.5 Service-connected sickness, injury or disability leave.

- (a) Employees 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 sickness, injury or disability. Temporary disability benefits paid by Workers' Compensation insurance to the Employee will be paid over to the County.
- (b) Intentional self-inflicted injuries or those service-connected sicknesses, injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.
- (c) Any Employee who accepts outside employment whose physical demands are equal to, or greater than, his or her normal police activities during 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.
- (d) When such service-connected sickness, injury or disability leave is granted, the Employee shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

18.6 Verification of Sick Leave

- (a) An Employee 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 for disciplinary action.

- (b) In the case, of an Employee utilizing sick leave to attend to a sick or injured relative, the Employee may be required to supply acceptable medical evidence that:
  - 1. The relative was sick or injured; and
  - 2. The Employee's presence was required.
- (c) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the Employee's personal physician, if the Employee so desires, may be required.
- (d) The County may require an Employee 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 Employee is capable of performing his or her normal duties, and whether his or her return will not jeopardize the health of the Employee or other Employees.
- (e) Failure to provide verification may result in denial of sick leave, and may result in disciplinary action.

#### 18.7 Sick Leave Incentive

Employees shall be entitled to sell back one day in each calendar year quarter during which time they do not use any sick days. Employees who use more than 4 sick days in any calendar quarter will not be eligible for a sick leave bonus in the next succeeding quarter unless the illness is covered by FMLA.

## 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 Statutes and Rules.

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 XX**  
**RETIREMENT LEAVE**

20.1 The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$10,000.00.

20.2 If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay the employee's estate the retirement leave pay.

20.3 If an officer continues to work past minimum retirement age and dies while in the employ of the County, the retirement leave benefits shall be paid to the officer's estate in accordance with the procedures herein set forth.

**ARTICLE XXI**

**MEAL PERIOD**

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



**ARTICLE XXII**

**SHIELDS AND UNIFORMS**

22.1 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 her or his own personal protection.

22.2 Shields and identification cards shall be issued to Officers.

**ARTICLE XXIII**

**MISCELLANEOUS**

23.1 The President of the Association shall be granted reasonable release time to attend meetings called by the Warden or County officials concerning matters related to the operation of the facility or dealing with the health and welfare of Employees.

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

23.3 When an Employee would be otherwise off-duty, compensatory time shall be provided for one (1) mandatory monthly staff meeting at minimum of (4) hours at straight time compensatory time.

23.4 Retroactive payments shall be applied to all PBA members on payroll at the time of ratification and those PBA members who were on payroll December 31, 2012 and retired prior to ratification. In addition, employees promoted into the Unit after January 1, 2013 shall be covered by this agreement. The amounts for the latter two groups will be pro-rated in accordance with their dates of employment and written agreements. For purposes of calculation, gross wages minus appropriate deductions for non-salaried and stipend amounts will be used.

**ARTICLE XXIV**

**OUTSIDE EMPLOYMENT**

24.1 (a) Employees 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 outside employment.

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

24.2 (a) Prior to securing outside employment, Employees 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.

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

24.3 (a) Employees who seek to secure outside employment must first submit a written request to the Warden or his designee, and must receive the written permission of the Warden, in the following circumstances:

1. Where the Employee will wear the County Corrections uniform, or part thereof, during the outside employment; or
2. Where the Employee may be required to display or use his or her County Corrections badge, identification card or weapon.

24.4 Current Employees must provide Information required by this Article to the Warden or his designee, in writing, within thirty (30) days of the effective date of this Agreement.

**ARTICLE XXV**

**DURATION OF AGREEMENT**

25.1 This Agreement shall be effective for the period January 1, 2013 to December 31, 2017. All the provisions of this Agreement shall continue in full force after December 31, 2017, until a successor Agreement is executed.

**ARTICLE XXVI**

**FULLY BARGAINED CLAUSE**

26.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of the bargainable issues which were or could have been the subject negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

26.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXVII**

**PAST PRACTICE**

27.1 The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the County and 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 XXVIII**

**EDUCATION INCENTIVE**

28.1 Employees shall receive annual compensation upon completion of college courses, provided the college courses are job related and provided the Employees received 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 XXIX

### CLAIMS ADJUSTMENT

29.1 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 Officers, the County shall reimburse the Employee for the replacement value of the property, except as follows:

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

29.2 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.

29.3 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.

29.4 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.



This Agreement is subject to ratification by the Hudson County Board of Chosen Freeholders and the Membership of the Hudson County Superior Officers Association PBA Local No. 109A.

THE COUNTY OF HUDSON

HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL NO. 109A

By: 

By: James Nevers 1/14/16

By: \_\_\_\_\_

By: Ken Oint 1/14/16

ATTEST:

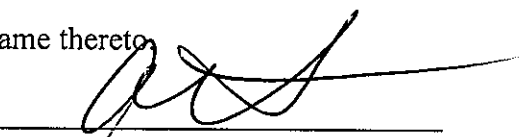
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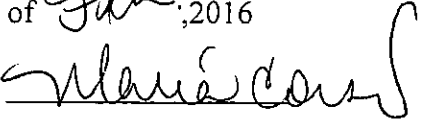
\_\_\_\_\_  
**Laurie Cotter,**  
**Deputy County Administrator**

\_\_\_\_\_

STATE OF NEW JERSEY )  
: SS  
COUNTY OF HUDSON )

BE IT REMEMBERED, that on this 12th day of Feb, Two Thousand and sixteen, before me, the subscriber, \_\_\_\_\_ personally appeared who being by me duly sworn according to law, on his oath says that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that LAURIE COTTER, is the Deputy County Administrator that she knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; that the said LAURIE COTTER as Deputy County Administrator signed said instruments and affixed said seal thereto as her voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS as Clerk, subscribed his name thereto.

  
\_\_\_\_\_  
ALBERTO G. SANTOS, CLERK  
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to  
before me this 12th day  
of Feb, 2016  


MARIA CORSO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 27, 2018  
ID# 2102977

## EXHIBIT A

### SIDE LETTER AGREEMENT

In settlement of a potential unfair practice charge, the parties agree as follows concerning the implementation of a 5/2 work schedule for newly-hired Sergeants as set forth below. This provision does not affect superior officers voluntarily on the 5/2 work schedule prior to January 1, 1996.

1. Sergeants who are promoted on or after January 1, 1996 shall be assigned to a 5/2 work schedule in the County's sole discretion. Persons who are holding provisional Sergeant status prior to January 1, 1996, but who are made permanent after January 1, 1996, may be assigned to a 5/2 work schedule on a voluntary basis only.

Effective January 1, 1996, new Sergeants assigned to a 5/2 work schedule in addition to the 14 days holiday pay currently received, shall receive one of the following forms of additional compensation:

- a. 14 additional paid holidays per year;
- b. monetary compensation equal to 14 additional days of holiday pay; or
- c. a combination of additional holidays and pay such that the Officer receives compensation for a total of 14 holidays either in time off or in additional pay. (e.g., seven paid holidays and seven days of holiday pay; eight paid holidays and six days of holiday pay; five paid holidays and nine days of holiday pay, etc.)

A day's holiday pay shall be computed in accordance with current practice; specifically, the employee's annual base rate of pay divided by 260. The additional days' pay to which a 5/2 schedule Officer is entitled will be computed annually, and any additional days' pay to which the employee is entitled will be paid no later than January 31st of the year next following the year in which such pay was earned.

2. The compensation scheme set forth in paragraph 1, above, applies to any employees placed on a 5/2 schedule pursuant to this Side Letter of Agreement. Entitlement to additional compensation as set forth in paragraph 1, above, ceases if the employee is returned to a 4/2 schedule. If an Officer is placed on or removed from a 5/2 schedule during the course of the calendar year, the Officer's entitlement to additional compensation under paragraph 1, above, shall be pro-rated based upon a 14-holiday base.
3. The County retains the sole right to determine where 5/2 and 4/2 schedules shall be utilized, and the County reserves the sole right to implement 5/2 and 4/2 schedules at any time and to determine the starting and ending days and time of each Officer's 5/2 or 4/2 schedule. Unless the Officer volunteers to the contrary and the County agrees, each 5/2 schedule Officer shall be scheduled for two consecutive days off each 5/2 cycle. However, the County retains the full managerial discretion to schedule the two consecutive days off that the Officer shall receive; that is, the County is not required to grant employees on the 5/2 work schedule weekends off.
4. The County retains full managerial discretion to determine which employees shall work 5/2 and 4/2 schedules, and to assign employees on and off 5/2 and 4/2 schedules, regardless of work location or duties to be performed, subject to the following limitations:
  - a. Sergeants who are hired by the County on or after January 1, 1996, but excluding provisional Sergeants acting in a provisional capacity prior to January 1, 1996, may be placed on 5/2 schedules or 4/2 schedules in the County's discretion and without limit.
  - b. Officers who volunteer for 5/2 schedules, regardless of their date of hire, may be placed on 5/2 schedules or 4/2 schedules in the County's discretion and without limit.
  - c. Officers who are assigned to 4/2 work schedules prior to January 1, 1996, shall be grandfathered into 4/2 work schedules, and may not be placed on a 5/2 schedule unless they volunteer for placement on a 5/2 schedule.

d. — Officers who volunteer for 5/2 scheduling on or after January 1, 1996, may be returned to a 4/2 schedule only in the County's sole discretion.

PBA LOCAL 109 SOA

COUNTY OF HUDSON

Dennis E. Walsh

[Signature]

Joseph Bellina

[Signature]

[Signature]

Jan A. Sykes

pen109soa94.cba