

2-0243

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STORAGE

Hudson

AGREEMENT

BY AND BETWEEN

THE

THE COUNTY OF HUDSON

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 51

January 1, 1978 to June 30, 1980

Patrolmen

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF RESOLUTION

**THIS DOES NOT
CIRCULATE**

No. 445-11-1979

On motion of Freeholder Longo

Seconded by Freeholder O'Malley

Approve
Collective
Bargaining
Agreement with
N.J.State PBA,
Local No. 51

WHEREAS, the County Executive, Edward F. Clark, Jr., has negotiated a collective bargaining agreement with the New Jersey State Policemen's Benevolent Association, Local No. 51:

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

1. This Board hereby approves the aforesaid collective bargaining agreement for the period January 1, 1978 to June 30, 1980.
2. Said agreement provides, among other things, as follows:
 - (a) A one time bonus payment in the amount of \$250.00.
 - (b) Salary increase effective July 1, 1978 in the amount of \$500.00.
 - (c) Salary increase effective July 1, 1979 in the amount of \$800.00.
 - (d) Drug prescription program changed to \$1.00 co-pay effective January 1, 1979.
 - (e) Basic County dental program effective July 1, 1979.
 - (f) The life insurance increased to \$5,000.00 effective July 1, 1979.
 - (g) Retirement leave payment effective June 30, 1978 at the rate of one (1) day's pay for each three (3) days' unused accumulated sick leave, not to exceed a maximum of \$3,000.00.
3. A fully executed copy of the aforesaid agreement shall be filed with the Clerk of this Board.
4. This resolution shall take effect immediately.

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Labor Relations

JUN 29 1980
RUTGERS UNIVERSITY

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 November 21, 1979

Frank E. Rodgers

FRANK E. RODGERS

PREAMBLE

It is the intention of both the County of Hudson, hereinafter referred to as the "County" and the New Jersey State Policemen's Benevolent Association, Local No. 51, hereinafter referred to as the "Association", that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, as amended by Chapter 123 P.L. of N.J. 1974, N.J.S.A. 34:13A-1, et seq., hereinafter referred to as Chapter 303, and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

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

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

This Agreement is entered into by and between the Hudson County Board of Chosen Freeholders and the New Jersey State Policemen's Benevolent Association Local No. 51.

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

1.1 BE IT RESOLVED, by the County of Hudson, pursuant to the provisions of Chapter 303 of 1968 as amended by Chapter 123 P.L. of N.J. 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the County hereby agrees to continue to recognize the New Jersey State Policemen's Benevolent Association, Local No. 51, as the exclusive majority representative for collective negotiations concerning the terms and conditions of employment for all Patrolmen, Detectives, and Photographers, but excluding Lieutenants, Captains, Inspectors, Deputy Chiefs, Police Chiefs, other Superior Officers and all others.

1.2 References to male officers shall include female officers.

ARTICLE II

VACATIONS AND HOLIDAYS

2.1.A. Employees hired January 1, 1980 and later covered by this Agreement shall be granted the vacation schedule below:

1st year of employment - one (1) day per month up to September 30th of the first year;

Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

Beginning the thirty-first calendar year and thereafter, twenty-five (25) working days.

B. Effective January 1, 1980, all employees hired prior to January 1, 1980 and covered by this Agreement shall be granted the vacation schedule below:

After one (1) year of service	15 working days
Starting 16th year of service	20 working days
Starting 31st year of service	25 working days

2.2 The Board agrees to pay the members of the bargaining unit twelve (12) days pay as payment for holidays. Members of the

bargaining unit who were not employees of the Board for the full year shall receive a pro rata payment. The payment required by this provision shall be made in the first payroll in December.

ARTICLE III

SALARIES

3.1 Effective on the signing of this Agreement, each employee shall receive a bonus check in the amount of \$250.00. This shall not be included and/or added to an employee's annual salary. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed. This payment shall be on a one-time basis only.

3.2 Effective July 1, 1978, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$500.00 per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

3.3 Effective July 1, 1979, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$800.00 per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

ARTICLE IV
MANAGEMENT RIGHTS

4.1 The County, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations:

- A. to direct the employees of the County;
- B. to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;
- C. to relieve employees from duties because of lack of work, or for other legitimate reasons;
- D. to maintain the efficiency of the department operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted; and
- F. to take whatever actions might be necessary to carry out the mission of the County.

ARTICLE V

ASSOCIATION RIGHTS AND DUES CHECK-OFF

5.1.A. Authorized representatives of the PBA shall be permitted to visit the offices of the Chief of Police and other County Departments in order to determine whether or not the provisions of this Agreement are being complied with. The representatives of the PBA should give proper notice to the Chief or to the Directors of the various County Departments as to when the visit will take place.

B. In the event any officer in the Department wishes to have a PBA representative present while on duty, that authorized PBA representative shall be released from whatever duties he is performing and shall be permitted to attend to the immediate problem of the member of the bargaining unit.

C. Authorized representatives of the PBA, Local 51, shall be entitled to time off to attend conventions of the State PBA and the International Conference of Police Associations. Said time off shall be without loss of pay and shall be for the duration of the conventions, plus reasonable travel time to and from.

D. The President and State Delegate of Local 51 shall be entitled to time off without loss of pay to attend Local, State and County meetings of the PBA.

5.2 The County agrees, in accordance with State Statutes and Administrative Regulations, to deduct Association dues and to remit such monies upon collection to the Treasurer of the Association.

ARTICLE VI

OVER-TIME

6.1 The County agrees for the duration of this Agreement to continue its practices with respect to over-time compensation at the rate of time-and-one-half (1 1/2) within one (1) month.

ARTICLE VII

COURT APPEARANCES

7.1 Any member of the Association shall receive \$15.00 for each appearance in a municipal court of the State and \$25.00 for each appearance in any State court or Grand Jury or Motor Vehicle of the State subject to the following provisions:

A. that such appearance shall be directly related to or resulting from the duties of a member of this Association;

B. that such appearances are legitimate in that they are made in accordance with a proper function of the duties and responsibilities of a member of the Association;

C. that such appearances shall be required;

D. that the maximum amount of money to be expended by the Board on such appearances is \$20,000.00 each year of this Agreement, and when such an amount is expended with any calendar year of this Agreement then such payments shall cease; and

ARTICLE VII
COURT APPEARANCES

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E. that if such funds are expended, the members of the Association shall still be required to make court appearances just as if such funds are still available.

ARTICLE VIII

SICK LEAVE

8.1 For the duration of this Agreement the County agrees to continue its current practices with respect to sick leave compensation.

ARTICLE IX

HEALTH BENEFITS AND INSURANCE

9.1 The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1980 and thereafter unless the County and the Union mutually agree to any change.

9.2. Effective January 1, 1979, the County shall improve the prescription drug program to provide a \$1.00 co-pay benefit level.

9.3 Effective July 1, 1979, the County shall establish the basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program.

9.4 Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.

9.5 The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any

dispute dealing with the selection of insurance carrier, program, or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

ARTICLE X

FUNERAL LEAVE AND MILITARY LEAVE

10.1 For the duration of this Agreement the County agrees to continue its existing practices with respect to funeral leave and military leave.

ARTICLE XI

DISCIPLINE

11.1 Disciplinary action may be imposed upon
an employee for just cause.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 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.

12.2 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.

12.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, after receiving written answer, 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.

12.4 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 Board until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association Representative with the immediate supervisor designated by the County. 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 department head, or any person designated by him, and the answer to such grievance shall be in writing, with a copy to the Association within five (5) days of submission.

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

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STEP THREE:

If the grievance is not settled at 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. A written answer to such grievance shall be served upon the individual and the Grievance Committee 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 ten (10) 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 Association shall have the right within ten (10) working days to submit such grievance to an arbitrator. The arbitrator shall

be Joseph F. Wildebush, Wayne, New Jersey. If Mr. Wildebush is unable to hear the case within twenty-one (21) days of submission, the dispute shall be submitted to the American Arbitration Association. 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 arbitration but the costs of the arbitration shall be borne by the County and the Association equally.

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

12.5 Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or, other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department.

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Should any provision 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.

13.2 The representatives of the County and of the Association may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling fact should any dispute arise.

13.3 It is the intention of both the County and the Association that this Agreement effectuates the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq., and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

ARTICLE XIV

UNIFORM ALLOWANCE

14.1 The County shall also provide for the years 1978 and 1979 that members of the Hudson County Police Department holding the rank of patrolman shall be provided with \$300 which they shall receive in cash, and is to be used for uniforms at their discretion.

14.2 For the period January 1, 1980 to June 30, 1980 the County shall provide patrolmen with \$150 which they shall receive in cash, and is to be used for uniforms at their discretion.

14.3 Officers who were not on the payroll effective January 1st shall receive a pro rata amount.

14.4 The payment of cash shall be paid in the June payroll.

ARTICLE XV

RECALL

15.1 In the event that members of the Association are recalled to duty in the event of an emergency, those members who respond to such recall shall each be paid a minimum of four (4) hours pay.

ARTICLE XVI

LONGEVITY

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth 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.

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.

ARTICLE XVI
LONGEVITY

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

ARTICLE XVII

RETIREMENT ALLOWANCE

17.1 Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15th 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 to the employee's estate the retirement leave pay.

ARTICLE XVIII

OUTSIDE EMPLOYMENT

Members of the bargaining unit covered by this collective bargaining agreement shall be permitted to secure outside employment while off duty, provided such outside employment is not in violation of the law.

ARTICLE XIX

MOTOR VEHICLE ACCIDENT REVIEW BOARD

The Motor Vehicle Accident Review Board shall not have punitive or regulatory powers. If any member is involved in an accident and the matter comes before the Motor Vehicle Accident Review Board, the member shall have the right to appear before the entire Review Board and present his version of the accident. In the event the Review Board determines that the accident was preventable, and that information is entered in the police officer's file, the police officer shall have a right to reduce his version of the accident to writing and have his version also inserted in his file along with the report of the Review Board.

ARTICLE XX

WORK SCHEDULE

The normal work day for members of the bargaining unit is 8 1/4 hours, with no split shifts. The following schedule of normal shift assignments is to remain in effect for the duration of this Agreement.

EFFECTIVE AT 12:01 A.M., MONDAY, OCTOBER 22, 1979, THE DEPARTMENT DUTY SCHEDULE SHALL BE AS FOLLOWS:

DAY TOUR 7:45 A.M. - 3:45 P.M.

MID-DAY TOUR 10:45 A.M. - 6:45 P.M.

EVENING TOUR 3:45 P.M. - 11:45 P.M.

MIDNIGHT TOUR 11:45 P.M. - 7:45 A.M.

ARTICLE XXI

21.1 The County shall prepare a complete contract effective January 1, 1978 through June 30, 1980, incorporating the terms of the Interest Arbitration Award of Arbitrator Stanley L. Aiges (No. IA-78-181) and the terms of the 1976-1977 contract which remained unchanged.

21.2 The County shall provide, at its own expense, a copy of the Agreement to each member of the bargaining unit.

ARTICLE XXII

DURATION OF AGREEMENT

22.1 The provisions of this Agreement shall be effective January 1, 1978, except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1980 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 51

COUNTY OF HUDSON

11/2/79 Fred Libl Pres.

Edward J. ...
County Executive

11/2/79 Lawrence J. ...

11/2/79 Harold ...

2-0243

AGREEMENT

Between

THE COUNTY OF HUDSON

And

HUDSON COUNTY POLICE P.B.A #51

09-00
Hudson
THIS DOES NOT
CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

JUN 26 1979

RUTGERS UNIVERSITY

1. Except as this Memorandum of Agreement otherwise specifically applies, the Agreement between the Board of Chosen Freeholders and the Hudson County Police P.B.A. #51 for the period January 1, 1974 through December 31, 1975 is hereby extended from January 1, 1976 through December 31, 1977.

2. The 27th pay in 1976 which amounts to a two week payment which shall be granted in the year 1976, shall be paid on December 31, 1976; and shall be considered on a one-time basis only, and shall not be considered part of the base pay.

3. Effective January 1, 1977 all employees covered by this Agreement shall receive a salary increase of \$750.00 per annum.

4. Effective January 1, 1977 the Prescription Drug Program as established by the County shall be provided in accordance with the County's procedures and practices to employees covered in this bargaining unit. The County shall pay for the cost of the plan an amount not to exceed \$50.00 per employee in 1977.

Dated: June 30 1977

HUDSON COUNTY POLICE P.B.A. #51

THE COUNTY OF HUDSON

Charles H. ...

Edward F. Clark

County Executive

...

Frank E. ...

3. The County shall prepare a complete contract effective January 1, 1976 through December 31, 1977 incorporating the terms of this memorandum and the terms of the contract for 1974 and 1975 which remain unchanged.

Dated: June 30 1977

HUDSON COUNTY POLICE P. B. A. #51

Charles H. Grossen Pres.
William Kied - Chairman
John P. Koval
Robert Mc Donough - Chairman
June 9, 1977

THE COUNTY OF HUDSON

Edward F. Clark, Jr.
Edward F. Clark, Jr.
County Executive

Frank E. Rodgers
Frank E. Rodgers
Clerk of the Board of Freeholders