

**AGREEMENT**

**Between**

**COUNTY OF HUDSON**

**-and-**

**POLICE BENEVOLENT ASSOCIATION LOCAL 334**

**SHERIFF OFFICERS RANK AND FILE**

**EFFECTIVE JANUARY 1, 2003 THROUGH DECEMBER 31, 2007**

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**THIS AGREEMENT** entered into this 31<sup>st</sup> day of December, 2002, among the County of Hudson (hereinafter referred to as the "County"), the Hudson County Sheriff (hereinafter referred to as the "Sheriff") and the Police Benevolent Association Local 334, Sheriff's officers, (hereinafter referred to as the "PBA"). The County and the Sheriff agree not to enter into any other Agreement or contract with those of its employees who are hereby covered, which in any way conflicts with the terms and provisions of this Agreement.

The parties understand and agree that all references in this Agreement to Employer shall mean the Hudson County Sheriff and the County of Hudson.

## **PREAMBLE**

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Negotiations among PBA 334, the Sheriff and the County shall commence no later than 60 days before the termination of the current agreement now in full force and effect.

All other terms and conditions of employment not specifically modified by this agreement and in effect prior hereto shall remain in full force and effect for the duration of this contract.

**ARTICLE I**

**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, as amended and supplemented, and the Rules and Regulations of the Public Employment Relations Commission, the Sheriff and the County recognize PBA 334 as the exclusive collective bargaining representative for Sheriff's Officers employed by the County of Hudson and the Hudson County Sheriff but excluding Superior Officers, managerial executives, confidential employees, non-police employees, professional and craft employees, and all others for the purpose of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment.

## **ARTICLE II**

### **SALARIES**

- A. Employees in the bargaining unit shall receive the following wage increases:
  - 1. Annual base salaries are set forth in the Appendix A.
  - 2. A. Salaries 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.
    - B. The County shall provide a direct-deposit program conditioned upon the elimination of early-release of paycheck. There shall be no early or advance payment of vacation checks, regardless of whether or not an individual employee decides to participate in the direct-deposit program.

### **ARTICLE III**

#### **CLOTHING ALLOWANCE**

- A. The clothing allowance shall be in the amount of \$600. Payment shall be \$300 in the first pay period of January and \$300 in the first pay period of June.
- B. Each officer shall maintain his or her uniform in suitable condition.
- C. It is the policy of the County that the guidelines for uniforms or other clothing items purchased by voucher or allowance by County employees shall require that the uniforms or other clothing items be made in the USA, unless a USA manufactured item is unavailable. These guidelines shall also incorporate the labor practices in Section B-3. Uniform apparel or other clothing items whose providers, manufacturers or subcontractors fail to adhere to these practices shall be deemed unacceptable under the uniform or other clothing guidelines established for any voucher or uniform allowance system.



**ARTICLE IV**

**LONGEVITY PROGRAM**

- A. The County of Hudson, recognizing the importance of long-term employees of the County of Hudson, sets forth the following longevity program, which shall be:
1. For employees with more than five (5) years of service, but not more than ten (10) years of service - \$300 per annum (\$400 effective 1/1/2005)
  2. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$500 per annum (\$600 effective 1/1/2005)
  3. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$700 per annum (\$800 effective 1/1/2005)
  4. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$900 per annum (\$1000 effective 1/1/2005).
  5. For employees with more than twenty-five years of service - \$1,100 per annum (\$1200 effective 1/1/2005)
- B. 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 pay.
- C. The longevity program shall survive the expiration of this contract for all employees.

**ARTICLE V**

**DETECTIVES - PROCESS SERVERS OVERTIME - MILEAGE**

- A. In addition to regular salary, detectives shall be paid \$1,000.00 per annum. This shall be paid the detectives in their regular salary payments.
  
- B. In lieu of mileage expenses, process servers and officers doing the work of process servers shall receive an additional \$1,200.00 per annum. This shall be paid the process servers and officers doing the work of process servers in their regular salary payments.

## ARTICLE VI

### WORK HOURS

- A. Work Week. The work week shall be from 0001 hours Monday through 2400 hours Sunday.
- B. Work Day. The work day shall consist of eight (8) hours which includes ½ hour paid lunch period. If any Officer is required to perform work on his or her lunch period, he or she shall be compensated at a time and one-half rate, for such time worked.
- C. Flexible Work Hours. The Sheriff or his designee may schedule work hours as follows:
- Second Shift: May start at any hour between 7 a.m. and 11 a.m. The shift will be of eight (8) hours duration. Any time worked in addition to the eight hours will be compensated at a time and one-half rate.
- Third Shift: May start at any hour between 2 p.m. and 4 p.m. The shift will be of eight (8) hours duration. Any time worked in addition to the eight hours will be compensated at a time and one-half rate.
- D. The Sheriff may reschedule with 48 hours notice by asking for volunteers. If there are no volunteers then the Sheriff shall reschedule by order. In the event of an emergency, the Sheriff shall have the right to reschedule without giving notice.
- E. Choice of tours will be determined on a volunteer basis and shall be made within the unit.
- F. Assignments from one unit to another unit shall be determined by the Sheriff.
- G. The work schedule for the Municipal Transportation Squad shall be five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off (5/2 - 5/3 work schedule). Effective July 1, 2001 (or the beginning of the next work cycle immediately thereafter) Sheriff's Officers assigned to the Patrol Bureau shall work the same schedule as the Municipal Transportation Squad.

H. Members in the Patrol Division and the Municipal Transport division will receive a compensation day in lieu of overtime when a holiday falls on a regularly scheduled workday.

## **ARTICLE VII**

### **COURT HOLIDAYS AND RECESSES**

The Sheriff shall retain the right to require employees covered by the terms of this Agreement to report to work for regular duties, special projects, training, reduction in backlog work, or other assignments during the period of Court recesses.

## ARTICLE VIII

### OVERTIME

- A. **Overtime** shall be paid at the rate of time and one-half, for any work performed in excess of any eight (8) hour shift, forty (40) hour work week.
- B. **Holiday Work** will be compensated at time and one-half rate.
- C. If any Officer is required to perform work on his or her lunch period, he or she shall be compensated at a time and one-half rate, for such time worked.
- D. Overtime vouchers shall be submitted within five (5) work days after the date overtime is worked.
- E. Employees do not waive past overtime claims unpaid or the subject of pending litigation.
- F. The County shall pay all employees for appearance in Municipal Court, Superior Court, Juvenile Court, Grand Jury and ABC Proceedings while off duty time and one half (1 ½) with a four (4) hour minimum. The employee shall submit in writing all time spent at the appearance to the officer in charge. Employees may not be retained for the purposes of obtaining the minimum of four (4) hours if the appearance requires less time.
- G. When the need for overtime occurs in a particular unit within a division of the Sheriff's Office, it shall be accomplished by members of that unit where possible. If the need for overtime cannot be met by members of that unit, it shall be filled by members of the division.
- H. In emergent situations, where overtime cannot be filled by members of the division, it shall be assigned out of division with the approval of the Sheriff or his designee.
- I. Unit and division commanders shall make all attempts to keep overtime equitable, i.e., use of a rotating list when possible.

## **ARTICLE IX**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

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

B. A grievance to be considered in this procedure must be initiated by the employee within fifteen (15) working days from the time the employee knew or should have known of its occurrence.

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

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

#### **STEP ONE:**

The grievance shall be discussed with the employee involved and the PBA representative with their immediate supervisor designated by the Sheriff. The answer shall be in writing and made within five (5) working days by such immediate supervisor to the PBA.

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

**STEP THREE:**

If the grievance is not settled at Step Two then the PBA shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Personnel Director. A written answer to such grievance shall be served upon the individual and the PBA within ten (10) working days after submission.

**STEP FOUR:**

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

If the grievance is not settled at Step Three, then the PBA shall have the right within five (5) working days to notify the County Personnel Director of its election to submit such grievance to an Arbitrator. An impartial Arbitrator shall then be selected by Agreement through the established procedures of PERC. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties and the grievant. 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, except that the cost of the Arbitrator's fee shall be borne by the parties equally.

The PBA President, or his authorized representative may report an impending



grievance to the County Executive in an effort to forestall its occurrence.

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

F. The employees retain all rights conferred upon them by law, including Civil Service Laws and PERC.

G. In the event an action affects a number of Officers, then the PBA may commence the grievance at the appropriate level necessary to render the appropriate relief sought.

## ARTICLE X

### SICK LEAVE

#### A. Amount of Sick Leave

1. New County employees receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> of the calendar month and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> of the month. Employees who begin to work after the 23<sup>rd</sup> of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, employees are credited with one working day for each month of service.
2. After the first calendar year of service, employees receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.
3. Employees who regularly work 20 hours or more and less than 35 hours per week, are entitled to a proportionate amount of paid sick leave. For example, employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.
4. An employee continues earning sick leave from the day of hire and as long as the employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick leave days while on a leave of absence without pay or on suspension.
5. Sick leave shall not accrue after an employee has resigned or retired although his

name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

6. An employee who exhausts all paid leave in any one year shall not be credited with additional paid leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year.
7. Unused sick leave shall accumulate from year-to-year without limit.
8. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

B. Employees who become ill after reporting to work will be paid for time worked and charged with sick leave for any time they leave work sick.

C. **Authorized Uses**

1. Sick leave may be used by employees who are unable to work because of:
  - a. Personal injury or illness not related to County employment.
  - b. Exposure to contagious disease not related to County employment.
  - c. Care, for a reasonable period of time, for a seriously ill member of the employee's immediate family ("immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household),  
  
or
  - d. Death in the employee's immediate family, for a reasonable period of time.

2. Sick leave may not be used for any purpose other than that outlined in Section C1 of this Article.

D. **Maternity/Paternity Needs**

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

E. **Doctor's Notes**

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must indicate that a medical problem exists and explicitly excuse the employee from work on each day absent. Notes that merely indicate that the employee visited a doctor are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the employee is attending to a seriously ill immediate family member. In that situation, the employee may be required to supply a note from the immediate family member's doctor indicating the medical condition requires the employee's absence from work each day the employee was absent. Failure to submit the required doctor's notes prior to the start of the next scheduled workday may result in denial of paid leave and may result in disciplinary action up to, and including, discharge.

F. **Sick Leave Abuse**

Abuse of sick leave or chronic or excessive absenteeism will result in disciplinary action up to, and including, discharge. Abuse includes using sick leave when the employee is not ill. Examples of chronic or excessive absenteeism include situations where employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

G. **Unearned Sick Leave**

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual leave entitlement of an Employee whose employment terminates for any reason during the course of a calendar year shall be prorated accordingly. If the employee utilized more than his or her prorated entitlement, the amount of excess sick leave utilized shall be deducted from the employee's last paycheck or otherwise reimbursed to the County.

H. **Sick Leave Call-in Procedure**

1. An employee on a rotating shift or who is assigned to work in a continuous work location, such as a hospital, who is absent due to illness or injury must notify a supervisor at least sixty (60) minutes prior to the start of the employee's regularly scheduled work day.
2. An employee on a non-rotating shift or in a non-continuous-operation work location who is absent due to illness or injury must notify a supervisor or his/her designee no later than fifteen (15) minutes after the start of the employee's regularly scheduled work day.
3. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to disciplinary action.
4. The only exception to this call-in procedure is when an employee establishes that he or she could not call in because of unusual or emergent circumstances.

I. **Return to Duty Examination**

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the employee is able to perform job-related functions without posing a direct threat to the health and safety of the employee or of other individuals in the workplace.

## ARTICLE XI

### MANAGEMENT RIGHTS

A. The County, the Sheriff and the PBA agree that the provisions of this Agreement are limited to the terms and conditions and employment of the employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the full and absolute right of the County and Sheriff to operate, control and manage their operations and to determine the manner and means of providing services to the public except as expressly provided elsewhere in this Agreement.

B. Without limitation of the foregoing, the following subjects are within the managerial rights of the County and Sheriff and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement:

1. The right to determine the executive management and administrative control of the Sheriff's Office and its properties and facilities and the work activities of its employees.

2. The right to determine the size of the work force.

3. The right to promote, transfer, demote, reassign and lay off employees, subject to Department of Personnel rules and regulations.

4. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operation; to implement improvements or changes in technology; to utilize new equipment; and, to control the quality of services.

5. The right to determine when and whether to fill job vacancies.

6. The right to evaluate jobs, and to establish new assignments, modify or combine existing assignments, and to reassign duties from assignment to assignment, regardless whether such assignments are within or without the PBA Collective Negotiations unit to the extent consistent with

Department of Personnel job description for the affected positions consistent with the Sheriff Officers series.

7. The right to select and hire employees in accordance with Civil Service Law.

8. The right to take disciplinary and discharge action against employees, subject to the provisions of Article XI.

9. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Sheriff and/or County.

C. The Sheriff shall have the right to implement reasonable work rules not inconsistent with the terms of this Agreement.



**ARTICLE XII**

**EMPLOYEE RIGHTS**

An Officer has the right to have one member of the PBA present at any hearing or conference at which the continuation of the officer's employment may be discussed. Such right does not extend to evaluation reviews.

No Officer shall be disciplined, reprimanded or reduced in rank without just cause.

Any action asserted by any Superior Officer, Sheriff or any agent of the County against any officer shall be subject to the grievance procedure contained within this agreement, to the extent permitted by law.

### **ARTICLE XIII**

#### **PBA RIGHTS**

A. The President of the PBA shall be granted reasonable release time to attend meetings called by the Sheriff or County officials concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA.

B. The Sheriff and the County shall honor all reasonable requests by the Union concerning information pertinent to the development of proposals, costs, programs and benefits necessary to develop the Union proposal as well as all information necessary to process any grievance or investigate the possibility of one.

C. 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 a reproduction and distribution of materials.

D. The President of the PBA or his/her designee shall be available to the membership for union business during normal working hours.

E. Time off, with pay, shall be granted to the PBA President and the PBA State Delegate in order that they may attend one (1) State and one (1) County PBA meeting monthly.

F. The PBA President and State Delegate, or their designees in their place, will be permitted time off, with pay, to attend the two conventions of the State PBA.

**ARTICLE XIV**

**VACATIONS**

A. Effective January 1, 1993, all officers shall receive vacation in accordance with the following schedule:

<b><u>Years of Employment</u></b>	<b><u>Work Days of Vacation</u></b>
00 - 01 years	1 day/month
02 - 05 years	15 days
06 - 15 years	20 days
16 - 24 years	25 days
25+ years	25 days + 1 day per additional year of service up to a maximum of 30 days.

**ARTICLE XV**

**HEALTH BENEFITS AND INSURANCE**

A. The insurance and health benefits levels in effect at the time of the signing of this Agreement shall remain in effect unless the County and the PBA mutually agree to any change.

B. Effective January 1, 1993, a \$5.00 co-pay prescription for brand name drugs and a \$1.00 co-pay for generic drugs shall be instituted by the County. This program will be applicable to all employees and their families.

C. The County will provide a basic family coverage dental program at the level of the Horizon Blue Cross/Blue Shield Plan.

D. Life insurance for each employee shall be \$5,000.00.

E. For all insurance plans, the parties agree that the County shall have the unilateral right to select the insurance carrier and program or to self-insure at its discretion provided there is no reduction in benefit levels. Any dispute dealing with the selection of the insurance carrier or program shall not be subject to the Grievance Procedure.

F. The County shall pay the costs of medical insurance coverage (under NJ State Health Benefits Plan currently - Horizon Blue Cross/Blue Shield, Horizon NJ Plus, and NJ State Health Benefits covered HMO's), for employees who retire with at least twenty-five years of credited service in a State or locally administered retirement system excepting employees who elect deferred retirement, but including employees who retire on a disability pension based on fewer years of service. Employees cannot change their medical coverage immediately prior to retirement under State Health Benefit Plan rules and regulations.

G. The Employer will implement an employee-funded dental insurance upgrade option.

Such upgrade will be at no expense to the Employer. The Employer will exert its best efforts to assure that employee payments of the dental upgrade are treated as pre-tax income.

H. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over any such changes. However, as a 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 adjusted to reflect the change. 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 of the County from filing an appropriate challenge against SHBP for any such change.

**ARTICLE XVI**

**FUNERAL LEAVE**

A. Employees shall be entitled to up to 3 days paid leave for each death in the employee's family, to be taken between the date of death and the date of the funeral, inclusive for the sole purpose of attending funeral and/or memorial service.

B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law and grandparents.

C. The County shall have the discretion to grant or extend funeral leave, with or without pay, in cases involving special circumstances, and shall have the further discretion to adopt rules pertaining to verification of funeral leave, use and abuse of funeral leave.

**ARTICLE XVII**

**CHILDBIRTH LEAVE OR FAMILY LEAVE**

- A. Childbirth or Family Leave shall be provided in accordance with Federal and State laws.

## ARTICLE XVIII

### MILITARY LEAVES, LEAVES OF ABSENCE, AND INJURY ON DUTY

A. Military leave shall be granted in accordance with Federal and State Laws.

B. An Officer with one or more years of seniority may apply for a leave of absence for up to three (3) months, which leave shall not be unreasonably or arbitrarily denied. The Sheriff shall have the opportunity to examine all the circumstances before granting or denying a leave. If the objective facts warrant a denial, the Sheriff shall act accordingly.

Extensions of leaves of absence may be granted at the Sheriff's discretion.

C. Members covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of 52 weeks, for each new and separate service-connected sickness, injury or disability, commencing on the first day of every such service-connected injury or disability. Temporary disability benefits paid by Workers' Compensation Insurance (WCI) to the member will be paid over to the County. Intentional self-inflicted injuries or those service connected injuries or disabilities resulting from gross negligence shall not be covered by the provision of this Section. Any member who accepts outside employment where 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. 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.



**ARTICLE XIX**

**RETIREMENT LEAVE**

A. Effective October 1, 1988, a retirement leave program shall be instituted by the County. The retirement leave pay shall be calculated at the rate of two days' pay for each three (3) days of unused accumulated sick leave. The maximum that may be paid to any one employee on retirement shall not exceed \$3,000.00.

B. Payment shall be made to the employee's spouse or estate where the employee works past the normal date of retirement and dies prior to retirement.

## ARTICLE XX

### DUES CHECK-OFF

A. Upon receipt of a written authorization from an Employee who has completed thirty (30) days of employment, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee, and remit to the PBA, regular monthly dues, together with a list of all Employees from whom dues have not been deducted. The PBA shall advise the County of the amount of said dues.

B. 1. The Employer shall be relieved from making such "check off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Upon the return of an Employee to work from any of the absences enumerated in (b), (c), and (d), above, the Employer will immediately resume the obligation of said deductions. Terminated Employees who subsequently are rehired shall be treated as new hires for dues deduction purposes.

2. When an Employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the PBA and not be required to sign another authorization card.

C. The Employer shall not be obliged to make dues or deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

D. It is specifically agreed that the County and Sheriff assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the PBA hereby agrees that it will indemnify and hold the County and Sheriff harmless from any claims, actions or proceedings by an Employee

arising from dues deductions by the County and/or Sheriff hereunder. Once the funds are remitted to the PBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

E. The employer agrees to furnish the PBA, each month, with names of newly-hired Employees, their addresses, social security numbers, work classification, dates of hire and the names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

F. Upon the request of PBA 334, the County shall deduct a monthly representation fee from each employee who is not a member of PBA 334. The County shall deduct such fee pursuant to the provision of this article and upon notification by PBA 334. The amount of said representation fee shall be certified to the County by PBA 334, which amount shall not exceed 85 percent of the regular membership dues, fees and assessment charged by PBA 334 to its members.

G. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and 5.6 (L.1979 c. 477). Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available on an equal basis, the Employer shall immediately cease making such deductions.

**ARTICLE XXI**

**RETENTION OF CIVIL RIGHTS**

Employees shall retain all Civil Rights under New Jersey State Law and Federal Laws, consistent with their authorities and responsibilities.

**ARTICLE XXII**

**INSPECTION OF EMPLOYEE RECORDS**

An employee shall have the right upon presentation of advance notice to inspect his or her personnel file.

**ARTICLE XXIII**

**SPECIAL TRAINING**

Special training shall be scheduled as per past practice.

## **ARTICLE XXIV**

### **LEGAL REPRESENTATION**

Upon receipt of a summons and complaint arising out of and directly related to the lawful exercise of an Officer's powers in furtherance of his or her official duties, the Officer shall deliver the summons and complaint to the Sheriff within three days of receipt of same. The Sheriff shall forward same to the County Law Department, which shall advise the Officer, in writing, of one of the following:

1. The County Law Department shall defend the Officer.
2. The County Law Department shall appoint counsel to defend the Officer, at no expense to the officer.
3. The County Law Department will advise the Officer that he or she may retain private counsel of his or her own choosing, subject to the County's fee schedule, which must be agreed to in advance by the attorney selected by the Officer.
4. If the County determines that it has no legal obligation to defend the Officer, the County shall notify the Officer of such determination, along with a written statement of the reasons for the determination that the County has no obligation under applicable law to provide a defense.

**ARTICLE XXV**  
**PERSONAL DAYS**

- A. Each employee in the bargaining unit shall be entitled to two (2) paid personal days. Employees shall receive one (1) additional personal day per year, for a total of three (3) per year after five (5) years of employment with the County..
- B. Requests for personal days shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the employee's immediate supervisor. Personal days may be granted on short notice in the event of an emergency.
- C. New employees shall have been in the employ of the Sheriff's office for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.
- D. Personal days must be used within the 12 calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.



**ARTICLE XXVI**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of Law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVII**

**PROBATIONARY EMPLOYEES**

The County shall provide a probationary employee with a copy of such written disciplinary notice(s) as may be issued involving said probationary employee at the time such notice is issued. Such disciplinary actions shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XXVIII**

**SAFETY COMMITTEE**

A. A joint Safety Committee between the PBA and the County shall be established for the purpose of maintaining a safe and healthy work environment. In the event of a safety and/or health incident, the County will temporarily release members of the Committee from their duties for the purpose of investigating the incident during regular working hours. Such release will not be automatic, however it will not be unreasonably denied.

B. The Committee may make non-binding, advisory recommendations to the County pursuant to the Committee's investigation. The implementation of such recommendations will be at the discretion of the County.

C. The PBA and the County shall each designate one (1) person to serve as a member of the Safety Committee. The PBA and the County shall also jointly designate one Sheriff's Officer to serve as an alternative member of the Safety Committee. Such alternate member shall serve on the Committee only when either of the other two designated Sheriff's Officers are unable to investigate an incident.

**ARTICLE XXIX**

**DURATION**

**This Agreement shall be effective January 1, 2003 and shall continue and remain in full force and effect to and including December 31, 2007.**

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their County seal or corporate seal to be hereto affixed on this     day of             , 2004.**

**COUNTY OF HUDSON**

**POLICE BENEVOLENT ASSOCIATION  
LOCAL 334**

**By: \_\_\_\_\_  
THOMAS G. DE GISE  
HUDSON COUNTY EXECUTIVE**

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

**By: \_\_\_\_\_  
JOSEPH T. CASSIDY  
HUDSON COUNTY SHERIFF**

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

**ARTICLE XXX**

**STEP LANGUAGE**

A Salary Step System providing automatic increment increases will be established effective January 1, 2003. See attached revision to Appendix A. There shall be a hiring rate and nine (9) steps based on the 2003 Salary Schedule contained in Appendix A of the January 1, 2003 - December 31, 2007 Collective Bargaining Agreement between the parties.

Beginning on January 1, 2003, employees shall be entitled to an automatic annual step increment each year once they have served one year of service at the prior step. The maximum pay rate shall be Step Nine (9).

A Sheriff's Officer who is hired up to October 31<sup>st</sup> of any year will be given full credit for the year of service retroactive to January 1<sup>st</sup> of that year. Anyone hired thereafter will receive no credit for that year, but will receive credit on January 1<sup>st</sup> following the first anniversary of the date of hire.

**APPENDIX A**

APPENDIX A						
NEW HIRE	NEW BASE	NEW BASE	NEW BASE	NEW BASE	NEW BASE	
01/01/2003	01/01/2004	01/01/2005	01/01/2006	01/01/2007		
24,000	New Hire 24,000	24,000	24,000	24,000	24,000	
26,000	1 26,000	26,000	26,000	26,000	26,000	
28,000	2 28,000	28,000	28,000	28,000	28,000	
30,500	3 31,000	31,000	31,000	31,000	31,000	
33,000	4 34,000	34,000	35,000	35,000	35,000	
37,000	5 37,000	37,000	37,500	37,500	37,500	
40,000	6 40,000	40,000	40,500	40,500	40,500	
47,000	7 47,000	47,000	47,000	47,000	47,000	
51,500	8 51,500	51,500	54,000	54,000	54,000	
55,484	9 57,425	57,425	59,580	61,367	63,208	

