

AGREEMENT

Between

COUNTY OF HUDSON / HUDSON COUNTY SHERIFF

-and-

FRATERNAL ORDER OF POLICE LODGE 127

SHERIFF'S SUPERIOR OFFICERS

EFFECTIVE JANUARY 1, 1999 THROUGH DECEMBER 31, 2003

TABLE OF CONTENTS

PAGE

P R E A M B L E
5
A R T I C L E I - R E C O G N I T I O N
6
A R T I C L E II - S A L A R I E S
8
A R T I C L E III - C L O T H I N G A L L O W A N C E
9
A R T I C L E IV - L O N G E V I T Y P R O G R A M
10
A R T I C L E V - D E T E C T I V E S - P R O C E S S S E R V E R S
O V E R T I M E M I L E A G E
11

A R T I C L E VI - W O R K H O U R S
12
A R T I C L E VII - C O U R T H O L I D A Y S A N D R E C E S S E S
14
A R T I C L E VIII - O V E R T I M E
15
A R T I C L E IX - G R I E V A N C E A N D A R B I T R A T I O N P R O C E D U R E
16
A R T I C L E X - E M P L O Y E E R I G H T S
19
A R T I C L E XI - F O P R I G H T S
20
A R T I C L E XII - V A C A T I O N S
21
A R T I C L E XIII - H E A L T H B E N E F I T S A N D I N S U R A N C E
23
A R T I C L E XIV - F U N E R A L L E A V E
25
A R T I C L E XV - C H I L D B I R T H L E A V E
26
A R T I C L E XVI - M I L I T A R Y L E A V E S A N D L E A V E S O F A B S E N C E
27
A R T I C L E XVII - R E T I R E M E N T L E A V E
28

TABLE OF CONTENTS

PAGE

ARTICLE XVIII - DUES CHECK OFF
29

ARTICLE XIX - RETENTION OF CIVIL RIGHTS
31

ARTICLE XX - INSPECTION OF EMPLOYEE RECORDS
32

ARTICLE XXI - SPECIAL TRAINING
33

ARTICLE XXII - LEGAL REPRESENTATION
34

ARTICLE XXIII - SEPARABILITY AND SAVINGS
35

ARTICLE XXIV - MANAGEMENT RIGHTS
36

ARTICLE XXV - PERSONAL DAYS 38

ARTICLE XXVI - HOLIDAYS 39

ARTICLE XXVII - BULLETIN BOARDS 40

ARTICLE XXVIII - WORK RELATED INJURY..... 41

ARTICLE XXIX - DURATION 42

THIS AGREEMENT entered into this 14th day of May, 2001 among the County of Hudson (hereinafter referred to as the "County"), the Hudson County Sheriff (hereinafter referred to as the "Sheriff") and the Fraternal Order of Police, Lodge 127, Superior Officers (hereinafter referred to as the "FOP 127"). 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 pursuant to Senate Bill 1060.

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 the FOP 127, 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

A. 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 FOP Lodge 127 as the exclusive collective bargaining representative for Sheriff's Superior Officers employed by the County of Hudson and the Hudson County Sheriff in the ranks of Sergeant, Lieutenant, Captain, Chief Court Officer, Chief Warrant Officer, Chief I.D. Officer and Chief Sheriff's Officer, excluding non-supervisory officers, non-police employees, managerial executives, confidential employees, undersheriffs, Sheriff, 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.

B. It is understood and agreed that the positions of Chief Court Officer, Chief Warrant Officer, Chief I.D. Officer and Chief Sheriff's Officer shall remain within the FOP Lodge 127 bargaining unit only as long as these positions are filled by the individuals who held these positions as of May 28, 1991, the effective date of the FOP Lodge 127 certification as bargaining representative. Each Chief position shall become excluded from the FOP Lodge 127 bargaining unit, and shall no longer be subject to the terms of this Agreement when the individual who held the position on May 28, 1991 resigns, retires or otherwise terminates employment.

ARTICLE II

SALARIES

A. Superior officers shall receive the following wage increases:

- 4% increase effective 1/1/99
- 4% increase effective 1/1/00
- 4% increase effective 1/1/01
- 4% increase effective 1/1/02
- 4.5% increase effective 1/1/03

B. Superior Officers' salaries shall be as follows:

<u>Rank</u>	<u>Effective 1/1/99 1/1/03</u>	<u>Effective 1/1/00</u>	<u>Effective</u>	<u>Effective 1/1/01</u>	<u>Effective 1/1/02</u>
Sergeant	54,578	56,761	59,031	61,392	64,155
Lieutenant	56,118	58,363	60,698	63,126	65,967
Captain	58,423	60,760	63,190	65,718	68,675
CIDO	58,423	60,760	63,190	65,718	68,675
CCO/CWO	61,498	63,958	66,516	69,177	72,290
CSO	64,574	67,157	69,843	72,637	75,906

Retroactive salary adjustments accounting for the percentage increases negotiated for 1999, 2000 and 2001 shall be paid to members according to the terms set forth in Article XXIX, DURATION.

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.

ARTICLE III

CLOTHING ALLOWANCE

- A. A clothing allowance of \$500.00 per annum shall be payable to the employees covered by this Agreement. The clothing allowance will increase an additional \$50.00 for a total clothing allowance of \$550.00 per annum in contract year January 1, 2001. The clothing allowance will increase an additional \$50.00 for a total clothing allowance of \$600.00 per annum in contract year January 1, 2002.
- B. The payment of the clothing allowance shall be made in two equal payments, the first payment is to be made at the end of the first pay period in January and the second payment is to be made at the end of the first pay period in June.
- C. Each officer shall maintain his or her uniform in suitable condition.
- D. If clothing becomes damaged during the performance of an employee's duties, employee may be reimbursed on a case by case basis. The employee must supply the proper documentation prior to consideration for reimbursement.

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:

1.

For employees with more than five years of service but not more than ten years of service - \$200.00 per annum;

2. For employees with more than ten years of service but not more than fifteen years of service - \$400.00 per annum;
3. For employees with more than fifteen years of service but not more than twenty years of service - \$600.00 per annum;
4. For employees with more than twenty years of service but not more than twenty-five years of service - \$800.00 per annum.
5. For employees with more than twenty-five years of service - \$1,000.00 per annum.

The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

B. The longevity program shall survive the expiration of this contract for all

employees.

ARTICLE V

DETECTIVES - PROCESS SERVERS
OVERTIME - MILEAGE

A. In lieu of mileage expenses, process servers and any officer who is re-assigned to do the work of a process server shall receive an additional \$1,200.00 per annum. This shall be paid to process servers and officers doing the work of process servers in their regular salary payment.

In order to be eligible for the \$1,200.00, an officer re-assigned to do process server work must be re-assigned on a full-time basis. Casual performance of process server work will not entitle such officers to payment under this Paragraph. Any officer re-assigned during the course of the fiscal year shall receive a prorated payment for the balance of the year.

ARTICLE VI

WORK HOURS

A. Work Week. The work week shall be from 0001 hours Monday through 2400 hours Sunday. Patrol Supervisors shall work a 5-2-5-3 schedule and receive a compensation day in lieu of overtime when working a holiday on a regular scheduled work day. Sheriff's Officers assigned to the Patrol Bureau shall work a 5-2, 5-3 work schedule and shall receive a compensation day in lieu of overtime when working a holiday on a regular scheduled work day.

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.

ARTICLE VII

COURT HOLIDAYS AND RECESSES

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

B. 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 Local 127. This provision does not apply to essential personnel assigned to work on the day(s) that Administrative personnel have off.

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, or more than a forty (40) hour work week.
- B. Holiday work will be compensated at time and one-half rate. Employees assigned to a 5-2-5-3 work schedule shall not be entitled to be compensated at time and one-half rate for holiday work.
- 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. The County shall pay all employees for appearance in Municipal Court, Superior Court, Juvenile Court, Grand Jury and ABC Proceedings while off duty time at time and one-half (1½) with a four (4) hour minimum. The employee shall submit in writing all time spent at the appearance to the Sheriff. Employees may not be retained for the purpose of obtaining the minimum of four (4) hours if the appearance requires less time.

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 thirty (30) days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure 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 Lodge representative with their immediate supervisor designated by the Sheriff. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Lodge.

STEP TWO:

If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Lodge and submitted to the Sheriff or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the FOP within five (5) working days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Lodge shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Personnel Director. A written answer to such grievance shall be served upon the individual and the lodge within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled at Step Three, then the FOP shall have the right to submit such grievance to an Arbitrator within five (5) working days of the Step Three determination. 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 Arbitrator's fee shall be borne by the parties equally.

The Lodge 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 Lodge Representative may be present as observer at any hearing on the individual's grievance.

ARTICLE X

EMPLOYEE RIGHTS

Officer has the right to have one member of the Lodge 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 for disciplinary reasons 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 within this agreement.

ARTICLE XI

FOP RIGHTS

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

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

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

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

F. Any employee who is a duly authorized representative of the FOP shall be granted convention leave in accordance with N.J.S.A. 40A:14-177.

ARTICLE XII

VACATIONS

A. All officers shall receive vacations in accordance with the following schedule:

<u>Years of Employment</u>	<u>Work Days of</u>
<u>Vacation</u>	
0-1 years	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	additional year of
service	up to a maximum
of 30 days	

B. Requests for vacation shall be made in accordance with this section:

1. In order to ensure that an appropriate number of officers and supervisors are available to meet staffing requirements at all times:

- a. All vacation leave shall be presented five (5) work days before use.
- b. Vacations may be taken in single use days and/or in block form, e.g., 5, 10, 15 days.
- c. Supervisors will assure that requests for days off do not interfere with the adequate staffing for the safety of all personnel. Staffing for all units shall not be below 80%. That is, not more than 20% of any unit shall have scheduled vacation off on any day.
- d. Vacation Leave must be taken in the calendar year, which it is earned. Vacation leave not taken in that calendar year is forfeited. The only exception to this policy is if

the vacation request is denied by the Sheriff or his designee for business reasons and cannot be rescheduled for that year. In such cases, the vacation leave that is denied may be carried over to the next succeeding calendar year, but must be scheduled and used in the next year or is forfeited.

ARTICLE XIII

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 Lodge mutually agree to any change.

B.

The co-payment for generic drugs shall be \$1.00 and the co-payment for non-generic drugs shall be \$5.00. This program will be applicable to all employees and their families.

C. The County will provide a full family basic dental program at the level of the Delta Dental Plan. Employees may select upgraded dental insurance through a pre-taxed payroll deduction.

D. The County will provide life insurance for each employee in the amount of to \$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 continue to pay the costs of medical insurance coverage (Blue Cross/BlueShield Major Medical), for employees and their covered dependents upon the employee's retirement, provided the employee retires 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.

ARTICLE XIV

FUNERAL LEAVE

A. Employees shall be entitled to up to 3 days paid leave for each death in the Employee's immediate 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 Sheriff 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 XV

CHILDBIRTH LEAVE

A. Maternity leave shall be provided in accordance with
Federal and State laws.

ARTICLE XVI

MILITARY LEAVES AND LEAVES OF ABSENCE

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.

ARTICLE XVII

RETIREMENT LEAVE

A. 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 \$5,000.00.

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 XVIII

DUES CHECK-OFF

A. Upon receipt of a written authorization from a 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 FOP, regular monthly dues, together with a list of all Employees from whom dues have not been deducted. The FOP shall advise the County of the amount of said dues.

1. Upon the request of the FOP 127, the County shall deduct a monthly representation fee from each employee who is not a member of FOP 127. The County shall deduct said fee pursuant to the provisions of this Article upon notification by FOP 127. The amount of said representation fee shall be certified to the County by FOP 127, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.

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 making 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 FOP and not be required to sign another authorization card.

C. The Employer shall not be obliged to make dues 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 FOP 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 FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

E. The employer agrees to furnish the FOP, 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.

ARTICLE XIX

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 XX

INSPECTION OF EMPLOYEE RECORDS

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

ARTICLE XXI

SPECIAL TRAINING

A. The County shall be responsible to pay for food, lodging, tuition, and transportation for all training approved by the Sheriff, as per past practice.

B. Employees shall receive annual compensation upon completion of college courses, provided the college course is job-related (limited to credits earned within the last ten (10) years only) and provided the employees receive the prior written approval of the Sheriff, which approval shall not be unreasonably withheld. In order to receive the compensation noted below, the employee must attain a grade of "C" or its equivalent, and must provide proof of grade. The compensation schedule shall be \$10.00 per credit earned toward a degree up to this following maximum:

Associates Degree

- \$750.00

Bachelor's Degree

- \$1,500.00

Post-Graduate

Degree -

\$2,000.00.

ARTICLE XXII

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 XXIII

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 XXIV

MANAGEMENT RIGHTS

A. The County, the Sheriff and the FOP agree that the provisions of this Agreement are limited to the terms and conditions of 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 layoff 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 operations; 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, 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 FOP collective negotiations unit, to the extent consistent with Department of Personnel job description for the affected positions consistent with the Sheriffs Officers' series.

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

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

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 XXV

PERSONAL DAYS

A. Effective January 1, 1994, each employee in the bargaining unit shall be entitled to three (3) paid personal days.

B. Requests for personal days shall be made in writing at least twenty-four (24) 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 County 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

HOLIDAYS

New Years Day

Labor Day

Martin Luther King Day

Columbus Day

Lincoln's Birthday

Election Day

Washington's Birthday

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

ARTICLE XXVII

BULLETIN BOARDS

A. The County and Sheriff shall provide the FOP with two bulletin boards, for the FOP's exclusive use.

B. Materials to be posted will consist of the following:

1. Notices of FOP meetings;
2. Notices concerning official FOP Business; and
3. Notices covering social and recreational events.

No materials will be posted which do not fall within the three above-listed categories, which contain profane or obscene language, which are defamatory of the County, the Sheriff, their representatives, supervisors, or other employees, or which are critical of or condemn the methods, policies or practices of the County or Sheriff.

ARTICLE XXVIII

WORK RELATED INJURY

“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 Worker’s 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 provisions 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 XXIX

DURATION

This Agreement shall be effective January 1, 1999 and shall continue and remain in full force and effect to and including December 31, 2003. The terms of this Agreement shall apply only to those officers on the payroll as of May 14, 2001, as well as those officers who retired or were on medical leave of absence between January 1, 1999 until May 14, 2001. Officers who were terminated for cause or who resigned in good standing or not in good standing between January 1, 1999 and May 14, 2001 shall not be entitled to any benefits hereunder.

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 _____, 2001.

**COUNTY OF HUDSON/
HUDSON COUNTY SHERIFF**

**FRATERNAL ORDER OF POLICE
LODGE 127**

By: _____
Bernard M. Hartnett, Jr.

By: _____
Richard Kromitz

**C o u n t y
E x e c u t i v e**

President

By: _____
Joseph T. Cassidy
Sheriff