

Contract no. 1121

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RUTGERS UNIVERSITY

AGREEMENT

Between

COUNTY OF HUDSON

-and-

FRATERNAL ORDER OF POLICE LODGES 36A, B and C

SHERIFF'S OFFICERS, COURT ATTENDANTS AND PROCESS SERVERS

EFFECTIVE JANUARY 1, 1988 THROUGH JUNE 30, 1991

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THIS AGREEMENT entered into this day of ,
1989 among the County of Hudson (hereinafter referred to as the
"County"), the Hudson County Sheriff (hereinafter referred to as
the "Sheriff") and the Hudson County Sheriff's Officers, Court
Attendants and Process Servers, Fraternal Order of Police,
Lodges 36A, B and C (hereinafter referred to as the "FOP 36").
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 36, 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 the FOP 36 as the exclusive collective bargaining representative for those employees in the defined bargaining unit(s) for the purpose of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment.

ARTICLE II

SALARIES

I. FOR EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1988:

A. Retroactive to January 1, 1988, employees on Steps 1 through 7 of the 1987 salary guide shall move to the next higher step on the 1987 guide and be paid in accordance with the settlement of the unfair practice charge filed by the FOP 36A with PERC (Docket No. CO-89-67) as follows:

	<u>12/31/87 Salary</u>	<u>Effective 1/1/88</u>
Step 1	12,700	14,200
Step 2	14,200	15,800
Step 3	15,800	17,300
Step 4	17,300	19,100
Step 5	19,100	21,100
Step 6	21,100	22,500
Step 7	22,500	24,000
Step 8	24,000	24,000

B. Superior Officers and employees on Step 8 of the 1987 guide as of 12/31/87 shall receive a One Thousand (\$1,000.00) Dollar lump sum payment.

C. Effective and retroactive to October 1, 1988, the following Step Guide shall be implemented for non-superior officers and automatic movement on the Steps shall take place on October 1 of each year, except for employees earning \$15,800 as of 12/31/87 whose salaries shall be controlled by paragraph D of this Article.

Step A	\$16,000.00
Step B	\$18,500.00
Step C	\$21,000.00
Step D	\$23,500.00
Step E	\$26,000.00
Step F	\$28,500.00
Step G	\$31,000.00

Implementation of this guide for employees hired prior to October 1, 1988 shall be as follows:

<u>12/31/1987</u> <u>SALARY</u>	<u>1/1/88</u>	<u>10/1/88</u>	<u>10/1/89</u>	<u>10/1/90</u>
12,700	14,200	16,000	18,500	21,000
14,200	15,800	16,000	18,500	21,000
15,800	17,300	----See Section D, below----		
17,300	19,100	21,000	23,500	26,000
19,100	21,100	23,500	26,000	28,500
21,100	22,500	23,500	26,000	28,500
22,500	24,000	26,000	28,500	31,000
24,000	1,000 as a cash bonus	28,500	31,000	2,500 as a cash bonus

D. Notwithstanding the alphabetical step guide and the salary guide set forth in paragraph C of this Article, the following is the sole and exclusive guide for employees earning \$15,800 on 12/31/87:

<u>12/31/1987</u> <u>SALARY</u>	<u>1/1/88</u>	<u>10/1/88</u>	<u>1/1/90</u>	<u>11/1/90</u>
15,800	17,300	19,100	22,500	26,000

E. Employees who reached maximum (Step G) on October 1, 1989 shall receive a Two Thousand Five Hundred (\$2,500.00) Dollar lump sum bonus payable on October 1, 1990.

F. Effective October 1, 1988, Superior Officer salaries shall be as follows:

<u>RANK</u>	<u>Eff. 10/1/88</u>	<u>Eff. 10/1/89</u>	<u>Eff. 10/1/90</u>
SGT.	29,500.00	32,500.00	35,500.00
CPT.	32,000.00	35,000.00	38,000.00
CWO			
CCO	33,000.00	36,000.00	40,000.00
CSO	34,000.00	37,000.00	42,000.00

II. FOR EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 1988:

Employees hired on or after October 1, 1988 shall be paid according to the following incremental step guide, automatic movement on which shall occur on October 1st of each year.

New Hiree until Academy Trained	\$15,500
Step 1	\$16,000
Step 2	\$17,250
Step 3	\$18,500
Step 4	\$19,750
Step 5	\$21,000
Step 6	\$22,250
Step 7	\$23,500
Step 8	\$24,750
Step 9	\$26,000
Step 10	\$27,250
Step 11	\$28,500

Step 12

\$29,750

Step 13

\$31,000

New officers will be placed on one of the aforementioned steps 1 - 13. The Sheriff, in his discretion, shall determine initial placement.

ARTICLE III

CLOTHING ALLOWANCE

A. A clothing allowance of \$225.00 per annum shall be payable to the employees covered by this Agreement. Effective January 1, 1989, this clothing allowance shall be increased to \$425.00 per annum.

B. Effective January 1, 1989 the payment of the clothing allowance shall be made at the end of the first pay period in January in the amount of \$225.00 and the balance of \$200.00 at the end of the first pay period in June.

C. Each officer shall maintain his or her uniform in suitable condition.

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 addition to regular salary, detectives shall be paid \$825.00 per annum. Effective January 1, 1989, detectives' stipends shall be increased to \$1,000.00 per annum in addition to regular salary. 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 \$825.00 per annum. Effective January 1, 1989, in lieu of mileage expenses, the stipend of process servers and officers doing the work of process servers, shall be increased to \$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 1/2 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

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 on-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.

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 Department Head or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Lodge within five (5) 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 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 and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Lodge 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 or the

Federal Mediation and Conciliation Service at the election of the Lodge. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. 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. The cost of the Arbitrator shall be borne by the County and the Lodge 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.

F. MANAGEMENT RIGHTS: The Sheriff and the County hereby retain and reserve all powers, rights, authority, duties and responsibilities conferred upon each and vested by the laws of the State of New Jersey, the Constitution of the State of New Jersey and of the United States.

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

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

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, reduced in rank or denied any advantage 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.

ARTICLE XI

LODGE RIGHTS

A. The President of the Lodge 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 Lodge.

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

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

ARTICLE XII

VACATIONS

A. Effective January 1, 1989, all officers shall receive vacations in accordance with the following schedule:

One (1) working day a month up until the end of the first calendar year.

After 1 year	-	15 working days
After 15 years	-	20 working days
After 30 years	-	25 working days

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. Effective January 1, 1979, a \$1.00 co-pay prescription drug insurance program shall be instituted by the County. This program will be applicable to all employees and their families.

C. (1) Effective July 1, 1979, the County will provide a basic dental program at the level of the Blue Cross/Blue Shield Plan for employees and spouse.

(2) Effective July 1, 1981, this plan shall be expanded to provide full family coverage.

D. Effective July 1, 1979, life insurance for each employee shall be increased 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. Effective October 1, 1988, officers who retire during the term of this Agreement with twenty-five (25) years of service will receive during retirement the same Blue Cross/Blue Shield/Major Medical coverage in effect at time of their retirement, the cost of which shall be paid by the County. This

coverage will remain in effect if the County changes insurance carriers as stated above in paragraph E.

G. In the event that any health benefits, including but not limited to, a new provision, benefit or improvement in an existing plan is received by any other Hudson County employee, then and in such event, the FOP 36 officers herein shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this contract.

ARTICLE XIV

FUNERAL LEAVE

A. An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

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, brother-in-law, grandparents. Aunts, uncles, nieces and nephews shall be considered immediate family only if living in the employee's household.

C. Matters of special circumstances involving an extension of leave time with or without pay shall be at the sole discretion of the Sheriff of the County of Hudson.

D. Funeral leave shall not be charged against sick time.

E. An employee shall be granted one (1) day off with pay for the attendance at the funeral of an aunt, uncle, niece or nephew of employee or spouse.

ARTICLE XV

MATERNITY 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. 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 XVIII

DUES CHECK-OFF

The County of Hudson shall withhold from each salary check of each Lodge member the sum of \$6.00 per pay not to exceed \$12.00 per month, the total of which shall be remitted to the Treasurer of the Lodge once each month.

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

Special training shall be scheduled as per past practice.

ARTICLE XXII

LEGAL REPRESENTATION

For any criminal or civil proceeding arising out of an officer's performance of duties, the County will either reimburse the officer for legal representation with the County setting a maximum hourly fee, or if the officer wishes, the officer may elect to have the County supply legal representation.

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

DURATION

This Agreement shall be effective January 1, 1988 and shall continue and remain in full force and effect to and including June 30, 1991.

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 _____, 1989.

COUNTY OF HUDSON

FRATERNAL ORDER OF POLICE
LODGES 36A, B and C

By: *Robert Janiszewski*
ROBERT JANISZEWSKI
COUNTY EXECUTIVE

By: *Joseph Treanor*
~~JOHN XENOPHANAWAGE~~ JOSEPH TREANOR
PRESIDENT

By: *Edward Webster*
EDWARD WEBSTER
SHERIFF

By: *Howard Bowen*
CAPTAIN HOWARD BOWEN
NEGOTIATING COMMITTEE