

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF HUDSON

AND

HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION,

PBA LOCAL 109

JANUARY 1, 1994 THROUGH DECEMBER 31, 1998

Prepared By:

GENOVA, BURNS, TRIMBOLI & VERNIOIA
354 Eisenhower Parkway
Eisenhower Plaza II
Livingston, New Jersey 07039
(201) 533-0777
Special Labor Counsel to the
County of Hudson

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PREAMBLE

This Agreement, made this day of , 1995, by and between the COUNTY OF HUDSON, hereinafter referred to as the "County" or the "Employer," and the HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL 109, hereinafter referred to as the "Association," has been created for the purpose of harmony and mutual understanding between the Employer and the Employees represented by the Association in order that the operations of the Correctional Facilities of the County of Hudson shall proceed in an uninterrupted manner at all times.

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., hereinafter referred to as the "Act," and be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

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

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

ARTICLE I

RECOGNITION

1.1 The Employer recognizes the Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment for all Superior Corrections Officers below the rank of Warden who are assigned to the Jail and/or penitentiary, but excluding managerial executives, professional employees, clerical employees, other police employees and all other employees. Notwithstanding the above, Deputy Wardens who are promoted or appointed to that position on or after March 6, 1995 shall be excluded from the unit.

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

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

ARTICLE II

UNION SECURITY

2.1 The Employer agrees to deduct the monthly Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 15th day of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization on firm check-off must be received in writing by the Employer and the Association by July 1st or January 1st next succeeding the date on which the notice of termination is filed.

2.3 Upon the request of the Association, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2.4 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

2.5 The amount of said representation fee shall be certified to the Employer by the Association, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Association to its own members.

2.6 The Association agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss

whatsoever arising as a result of said deductions.

2.7 The Employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

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

ARTICLE III

HOLIDAYS

3.1 The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless it is increased by the County.

3.2 All bargaining unit employees shall receive fourteen (14) paid holidays, which shall be as follows:

New Year's Day	Lincoln's Birthday
Martin Luther King Day	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Columbus Day
Election Day	Thanksgiving Day
Christmas Day	Unassigned Day

3.3 The Employer agrees to pay cash for fourteen (14) holidays. Payment for seven (7) holidays will be made not later than July 15; payment for the remaining seven (7) holidays which fall in the second half of the year will be made on or before the last payday of the calendar year.

3.4 Recognizing that Jail and Penitentiary employees work every day of the year regardless of holidays, the Employer shall agree to distribute the two (2) major holidays, namely Christmas Day and New Year's Day, as days off on a fair and equitable basis, consulting with the Employees as to their preference.

3.5 Superior Officers shall receive compensatory time off for all extra holidays granted at the discretion of the County Executive.

3.6 For each and every day Hudson County Administration personnel are granted a day off, (e.g., day before or after a holiday, Friday after Thanksgiving, shopping day), an equal number of days will be granted to the members of the Association.

ARTICLE IV

ASSOCIATION BUSINESS LEAVE

4.1 During negotiations for a successor Agreement, not more than three (3) Association representatives shall be excused from their normal work duties in order to participate in negotiations for such time periods as are deemed reasonable and necessary by mutual agreement between the Employer and the Association.

4.2 The Association shall advise the Employer of the members of its Negotiating Committee. These employees shall retain their present shift assignment through the duration of this Agreement.

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

4.4 The Association president, or the president's designee in his absence, shall be released from duty without loss of pay to attend local monthly PBA meetings for the County Conference.

4.5 Attendance at State and National Conventions of the PBA shall be provided in accordance with N.J.S.A. 40A:14-177

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

5.1 (a) A death in an Employee's immediate family shall not be charged against her or his compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed three (3) days per death in the immediate family. However, five (5) days shall be permitted if the funeral is out of State. Employees may use accumulated sick leave to attend the funeral of a relative listed in the sick leave article.

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

(c) Employees shall receive one (1) day of funeral leave for the death of an aunt or uncle.

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

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

5.2 Each Employee shall be entitled to three (3) days off per year in lieu of weekend differential pay. These days shall be cumulative in the same manner as vacation days. Except in emergent situations, Employees must notify the Warden, or his or her designee, at least 72 hours prior to the personal day sought.

Failure to so notify the Warden may result in denial of the requested personal day.

ARTICLE VI

VACATIONS

6.1 Employees shall receive working days vacation as follows:

YEARS OF EMPLOYMENT

WORK DAYS OF VACATION

0-1 Year	1 Day/Month
2-5 Years	15 Days
6-15 Years	20 Days
16-24 Years	25 Days
25+ Years	25 Days + 1 Day per year up to 30 days

6.2 In determining vacation schedules, the County shall take into account the preferences of Employees as well as the needs of the Department. Where two or more officers' requested vacation schedules are in conflict, classification seniority shall prevail subject to the provisions set forth below.

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

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

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

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

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

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

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

6.9 Vacations shall be selected by classification seniority. The five (5) most senior Employees shall have the right to select vacations, in accordance with the terms of this Article, during the period January 1 to January 14. Those Employees in this group who did not select vacation during this period shall then select during the January 15 to January 28 period, with the next five (5) most senior Employees. The selection process shall continue in this fashion, with increments of five (5) Employees selecting during

each successive two (2) week period, until the selection process has been completed. If an Employee is not able to be given any or all of his selected vacation, he shall be notified within the first week of the next selection to enable him to have enough time to resubmit his selection during the following selection period.

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

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

ARTICLE VII

DEATH BENEFITS

7.1 Officers who are killed in the performance of their correction duties shall be entitled to receive two (2) years' salary as a death benefit, to be determined by the salary payable at the time of Officer's death.

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

ARTICLE VIII

LEGAL COUNSEL

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

ARTICLE IX

CLOTHING ALLOWANCE

9.1 Employees shall receive a clothing allowance of Five Hundred (\$500.00) Dollars per annum to be paid during the month of January each year.

9.2 Any portion of the uniform and/or equipment which damaged within the performance of an Employee's duty--and not through the Employee's neglect--shall be replaced by the County at not cost to the Employee.

9.3 In the event the County mandates a change in uniform or a portion thereof, the cost for such initial change shall be the sole responsibility of the County. In the event such change is by the mutual agreement of the parties the cost of such change shall be the sole responsibility of the Employee. This subsection shall be effective upon the execution of this Agreement.

ARTICLE X

RIGHTS OF PARTIES

10.1 The County hereby retains the right to manage and control its Correctional Facilities and, in addition, retains the right to hire, promote, transfer, discipline or discharge Employees for just cause.

10.2 The County, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve Employees from duties because of lack of work or other legitimate reasons.

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

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

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

11.2 Any action asserted by any Superior or agent of the County against any Officer shall be subject to the grievance procedure contained within this Agreement. In the event any Officer is scheduled for a hearing conference in which the continuation of his employment as a Corrections Officer may be discussed or reviewed, then the Officer may request a member of the Association to be present with him and to advise him of the proceedings.

11.3 A grievance to be considered under this procedure must be initiated by the Employee within thirty (30) working days from the time the Employee knew or should have known of its occurrence.

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

11.5 It is understood that while a grievance is pending, the grieving Employee shall continue to observe all assignments and applicable rules and regulations of the Employer until the

grievance has been fully determined.

STEP ONE

The grievance shall be discussed by the Employee involved and the Association representative with the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Association.

STEP TWO

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

STEP THREE

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

STEP FOUR

If the grievance is not settled through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel, or to an arbitrator. The filing of an appeal to the Department of Personnel must be filed

within the time prescribed in Department of Personnel regulations. The filing of an appeal to an arbitrator must be filed within five (5) working days following disposition at Step Three.

The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

11.6 The selected arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties and upon the grievant. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

11.7 Each party shall bear its own costs of arbitration, but the cost of the arbitrator's fees shall be borne by the Employer and the Association equally.

11.8 Nothing herein shall prevent any Employee from processing his own grievance, provided the Association may be present as an observer at any hearing on the individual's grievance.

ARTICLE XII

WORK STOPPAGES

12.1 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Employer's facilities. It is further agreed that the Association shall be held liable for all damage incurred by the County, penalties and other legal equitable restraints and/or orders.

ARTICLE XIII

SALARIES AND OVERTIME

13.1 Each employee shall receive a salary as follows:

EXECUTIVE ASSISTANT

1/1/94 - \$58,835
1/1/95 - \$61,777
1/1/96 - \$64,866
1/1/97 - \$68,109
1/1/98 - \$71,514

DEPUTY WARDEN

1/1/94 - \$55,018
1/1/95 - \$57,769
1/1/96 - \$60,657
1/1/97 - \$63,690
1/1/98 - \$66,875

CAPTAIN

1/1/94 - \$51,619
1/1/95 - \$54,200
1/1/96 - \$56,910
1/1/97 - \$59,756
1/1/98 - \$62,744

LIEUTENANT

1/1/94 - \$49,918
1/1/95 - \$52,414
1/1/96 - \$55,035
1/1/97 - \$57,787
1/1/98 - \$60,676

SERGEANT

The starting salary for Sergeants promoted on or after January 1, 1996, but excluding persons holding provisional Sergeant status prior to January 1, 1996, shall be as follows:

A. First twelve months in title (Effective January 1, 1996):

1/1/96 - \$50,162
1/1/97 - \$52,670
1/1/98 - \$55,303

After the completion of twelve months of employment, the Sergeant will advance to the regular rate for Sergeants set forth in Section B for that year.

B. Sergeants promoted prior to January 1, 1996 or holding provisional status prior to January 1, 1996 or after twelve months in title:

1/1/94 - \$48,217
1/1/95 - \$50,628
1/1/96 - \$53,159
1/1/97 - \$55,817
1/1/98 - \$58,608

13.2 Work in excess of an employee's regular work day or regular work week shall be considered overtime and shall be compensated at the time and one-half rate (150%) of the straight time hourly rate.

13.3 The workday shall consist of eight (8) and one-quarter (1/4) (includes lineup) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties, or, in the cases of emergency, as determined by the Warden or his designee.

13.4 Employees who work more than the regular workday, as defined above, shall be entitled to a minimum of one (1) hour of pay at the overtime rate, subject to being retained for work for one (1) hour at the County's discretion.

13.5 An Employee who is held over beyond his or her normal workday and who is relieved during the first thirty (30) minutes may elect to leave when relieved and receive thirty (30) minutes of pay at the overtime rate. If a superior officer directs an Employee to leave at any time after the end of their regular workday, the Employee shall receive one (1) hour of pay at the overtime rate.

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

13.7 Any Employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and receive not less than four (4)

hours' pay at the time and one-half rate for each such occurrence.

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

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

ARTICLE XIV

LONGEVITY

14.1 The Employer shall establish its longevity program for the Association as follows:

<u>PER ANNUM</u>	<u>YEARS OF SERVICE</u>
\$200.00	5
\$400.00	10
\$600.00	15
\$800.00	20
\$1,000.00	25+

ARTICLE XV

BENEFITS PROGRAMS

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

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

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

15.3 The County shall continue to provide a retirement program providing for one day's pay for each three (3) days' unused accumulated sick leave, not to exceed Five Thousand Dollars (\$5,000.00). If an Officer reaches minimum retirement age and dies while still working, the County shall pay the retirement leave pay to the Officer's estate.

15.4 Effective August 1, 1993, the prescription drug program shall have a \$5.00 co-pay for brand name drugs and \$1.00 co-pay for generic drugs.

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

15.6 The County shall provide the life insurance program's benefit level of Five Thousand Dollars (\$5,000.00).

15.7 For all insurance plans, the County retains the right to select a carrier or to self-insure, in its sole discretion, provided benefits are not reduced.

15.8 The County shall establish a Committee composed of one representative of each bargaining unit in the County, including the Association, to review and upgrade its insurance program.

ARTICLE XVI

SEVERABILITY AND SAVINGS

16.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement addressed by such decision.

16.2 This Agreement contains the entire understanding of parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Association.

ARTICLE XVII

SHIFT BIDDING

17.1 In the event a vacancy is created or occurs, Employees shall be entitled to bid for choice of shift assignment, in order of seniority based upon rank-for-rank and seniority within rank.

17.2 Shift changes must be stable for a period of three (3) months before being eligible to bid for a new assignment.

17.3 (a). Job assignments become the responsibility of the Officer. Jail administration is not to be held responsible for transporting officers to their assignments or getting officers to their assignments on time.

(b). Employees who are assigned to one work location and who report to that location will be provided transportation if they are directed by a superior officer to report to another work location.

ARTICLE XVIII

SICK LEAVE

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

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

(a) Personal illness, injury or exposure to contagious disease; or

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

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

18.4 Reporting of Absence of Sick Leave

(a) If an Officer is absent for reasons that entitled him or her to sick leave, the record room officer shall be notified at least one (1) hour prior to the Officer's usual reporting time, except in emergent circumstances.

(b) Failure to so notify the record room may be cause for denial of the use of sick leave for the absence, and may constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation.

(d) Where an Officer has worked more than four (4) continuous hours and is required to leave work early because of illness, he will be credited with having worked the entire day. If the Officer has worked less than four (4) continuous hours, the entire day shall be charged as a sick day. If at that time the Officer has no accumulated sick leave, he/she shall be paid for actual time worked.

18.5 Service-connected sickness, injury or disability leave.

(a) Employees will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate service-connected sickness, injury or disability, commencing on the first day of any such service-connected sickness, injury or disability. Temporary disability benefits paid by Worker's Compensation insurance to the Employee will be paid over to the County.

(b) Intentional self-inflicted injuries or those service-connected sicknesses, injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

(c) Any Employee who accepts outside employment whose physical demands are equal to, or greater than, his or her normal police activities during periods of service-connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be

subject to loss of service-connected sickness, injury or disability pay.

(d) When such service-connected sickness, injury or disability leave is granted, the Employee shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

18.6 Verification of Sick Leave

(a) An Employee who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.

(b) In the case of an Employee utilizing sick leave to attend to a sick or injured relative, the Employee may be required to supply acceptable medical evidence that:

1. The relative was sick or injured; and
2. The Employee's presence was required.

(c) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the Employee's personal physician, if the Employee so desires, may be required.

(d) The County may require an Employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined by a County physician. Such examination shall establish whether the Employee is capable of performing his or her normal duties, and whether his or her return will not jeopardize

the health of the Employee or other Employee.

(e) Failure to provide verification may result in denial of sick leave, and may result in disciplinary action.

18.7 Sick Leave Incentive

(a) Any Employee not using sick leave for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to five (5) days' pay. Such Employee shall have five (5) days deducted from his or her sick leave for that year.

(b) Any Employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to four (4) days' pay. Such Employee shall have four (4) days deducted from his or her sick leave for the year.

ARTICLE XIX

SENIORITY

19.1 Seniority is defined as an Employee's total length of service within rank, beginning with his appointment date. The Senior Supervisor within rank shall be deemed the "Officer-in-Charge."

19.2 Seniority for all purposes is defined in accordance with Civil Service Statutes and Rules.

19.3 The Employer shall maintain an accurate, up-to-date seniority list showing each Employee's date of hire, classification and pay rate, and shall furnish copies of same to the Association upon request.

19.4 The Employer shall promptly advise the appropriate Association representative of any changes which necessitate amendments to seniority lists.

ARTICLE XX

MEAL PERIOD

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

ARTICLE XXI

SHIELDS AND UNIFORMS

21.1 Any Officer in charge of any detail that leaves the institution, or goes anywhere on County business while in uniform, shall be armed only if qualified in accordance with the guidelines established by the Police Training Commission, for her or his own personal protection.

21.2 Shields and identification cards shall be issued to Officers.

ARTICLE XXII

MISCELLANEOUS

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

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

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

22.4 The benefits of this Agreement shall apply only to those employees on the payroll as of December 14, 1995, as well as to those who resigned in good standing, retired or were on medical leave of absence from January 1, 1994 to December 14, 1995. Persons who were terminated for cause or who resigned not in good standing between January 1, 1994 and December 15, 1995 shall not be entitled to benefits hereunder. The parties agree that in any future collective negotiations agreement they may conclude, any employee who voluntarily resigns from employment with the County prior to the conclusion of the Agreement, regardless whether such resignation is or is not in good standing, shall be excluded from any retroactive benefits.

ARTICLE XXIII

OUTSIDE EMPLOYMENT

23.1 (a) Employees must notify the Warden or his designee in writing of the name of the outside employer and the nature of the employment prior to securing outside employment.

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

23.2 (a) Prior to securing outside employment, Employees must ascertain whether the outside employer provides Workers' Compensation, liability or any other type of insurance coverage, and notify the Warden or his designee in writing of the insurance provided.

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

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

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

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

ARTICLE XXIV

DURATION OF AGREEMENT

24.1 This Agreement shall be effective for the period January 1, 1994 to December 31, 1998. All the provisions of this Agreement shall continue in full force after December 31, 1998, until a successor Agreement is executed.

ARTICLE XXV

FULLY BARGAINED CLAUSE

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

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

ARTICLE XXVI

PAST PRACTICE

26.1 The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the County and the Association, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXVII

EDUCATION INCENTIVE

27.1 Employees shall receive annual compensation upon completion of college courses, provided the college courses are job-related and provided the Employees received the prior written approval of the Warden, which approval shall not be unreasonably withheld. In order to receive the compensation noted below, the Employee must receive a grade of "C" or its equivalent, and must provide proof of the grade. The compensation schedule shall be \$10.00 per credit earned toward a degree up to this following maximum:

Associate Degree	\$ 750.00
Bachelor's Degree	1,500.00
Post Graduate Degree	2,000.00

ARTICLE XXVIII

CLAIMS ADJUSTMENT

28.1 Where an Employee's personal property is damaged or lost as a result of an incident arising out of, or incidental to, the lawful performance of his or her duties as a Corrections Officer, the County shall reimburse the employee for the replacement value of the property, except as follows:

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

28.2 A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

28.3 At the County's option, an Employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the Employee for the lowest estimated value of the claim.

28.4 Employees who receive full or partial reimbursement from a third party, including insurance, for a claim paid pursuant to this Article must reimburse the County for any amount of money received from the third party.

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

THE COUNTY OF HUDSON

BY: [Signature]

BY: _____

ATTEST: [Signature]

HUDSON COUNTY SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL NO. 109

BY: [Signature]

BY: [Signature]

ATTEST: [Signature]

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SIDE LETTER AGREEMENT

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

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

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

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

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

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

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

PBA LOCAL 109 SOA

COUNTY OF HUDSON

Dennis E. Walls

[Signature]

Joseph Bellini

[Signature]

[Signature]

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