

AGREEMENT
BETWEEN
HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 109

JANUARY 1, 2013 - DECEMBER 31, 2017

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PREAMBLE

THIS AGREEMENT made January 23, 2014, by and between the Hudson County Board of Chosen Freeholders, hereinafter referred to as the "Employer" or the "County," and the Policemen's Benevolent Association Local 109, hereinafter referred to as the "PBA" or the "Union," has been created for the purpose of harmony and mutual understanding between the Employer and the employees represented by the Union 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 PBA that this Agreement effectuates 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:

WITNESSETH:

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

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

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

The Employer recognizes the PBA as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all corrections officers, with the exception of those corrections officers assigned to Internal Affairs, below the rank of Sergeant who are assigned to the Employer's Division of Corrections.

**ARTICLE II-A
DUES CHECK OFF**

Section 1. The Employer agrees to deduct the monthly Union 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 Union, and the aggregated deductions of all employees shall be submitted together with an itemized statement to the Treasurer by the 15th day of the current month after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received, in writing, by the Employer and the Union by July 1st, and filing of a Notice of Withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which the Notice of Withdrawal is filed.

**ARTICLE II-B
UNION SECURITY CLAUSE**

Section 1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

Section 2. These deductions shall commence effective immediately, or thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment, whichever is sooner.

Section 3. The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the signing of this Agreement, which amount shall not exceed the amount allowed by law.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss, and to reimburse the Employer for all expenses in defending any claim whatsoever arising out of the implementation of this clause as a result of said deductions.

Section 5. The Employer shall remit the amounts deducted, together with an itemized statement, to the Treasurer by the 15th day of the current month after such deductions are made.

Section 6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 (L.1979 c.477). Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or its membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III NEGOTIATION LEAVE

Section 1. During negotiations for a successor Agreement, not more than four (4) Union 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 Union.

Section 2. Members of the Employees' negotiating team shall remain on their present shift throughout the duration of this Agreement unless otherwise mutually agreed upon by both parties.

Section 3. 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 Union proposals as well as all information necessary to process any grievance or investigate the possibility of one.

Section 4. The County and the PBA shall commence negotiations for a successor Agreement to succeed this Agreement, which expires on December 31, 2017, no later than November 1, 2017. In the absence of a negotiated settlement by March 1, 2018, the parties agree to jointly file for interest arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission by March 15, 2018. The parties further agree to use their best efforts to assure that a final determination in said interest arbitration proceedings is obtained in or before November 2018.

Section 5. The PBA shall have an aggregate of 16 hours of paid release time to engage in negotiations preparation. The PBA may choose to allocate this time among its committee members in any manner it deems necessary.

**ARTICLE IV
FUNERAL LEAVE**

Section 1. A death in an employee's immediate family shall not be charged against his/her 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.

Section 2. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-law, Daughter-in-law, Mother-in-law, Grandparents, Grandchildren, Sister-in-law, Brother-in-law and Father-in-law.

Section 3. The number of leave days available to an employee is increased to five (5) days when a funeral in the employee's immediate family is held out of the State of New Jersey.

Section 4. Corrections Officers may use personal day leave, vacation leave or sick leave to attend the funeral of an aunt or uncle.

Section 5. Funeral leave time shall include attendance at the memorial service. The County reserves the right to obtain verification of such attendance from the employee.

Section 6. Employees may use accumulated sick leave to attend the funeral of a relative listed in the Sick Leave Article.

ARTICLE V HOLIDAYS

Section 1. The Employer agrees to pay cash for fourteen (14) holidays. Payment for the holidays falling prior to June 30 will be paid for on July 15. Payment for holidays falling in the second half of the year will be paid for on or before the last payday of the calendar year.

Section 2. Recognizing that the 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 and consult with the employee as to his/her preference.

Section 3. Officers shall receive compensatory time off for all extra holidays as granted in the discretion of the County for County employees.

Section 4. An Employee who is absent from work due to illness the day before and/or the day following a legal holiday, shall not be paid for the holiday unless he/she has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate. If an Employee is carried on the payroll as "absent no pay" or on a leave of absence without pay, this Employee does not receive holiday pay, if a holiday is observed while he/she is employed in either status.

Section 5. Notwithstanding the foregoing, the County reserves the right, at its discretion, to adjust the holiday schedule herein to conform to that promulgated by the Governor of the State of New Jersey; however, the number of contractual holidays shall not be diminished or increased.

**ARTICLE VI
VACATIONS**

Section 1. The following vacation plan shall apply:

0 - 1 years of employment	1 Day Per/Month*
Beginning the 2nd year of employment through 5 years	15 Days
Beginning the 6th year of employment through 15 years	20 Days
Beginning the 16th year of employment through 24 years	25 Days
Beginning the 25th year and over	25 Days + 1 Day per/year up to 30 days.

*New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any vacation leave for that month.

Section 2. The following procedures will prevail in determining vacation schedules:

- A. Seniority by shift shall prevail in selection of vacations, with the County retaining the right to temporarily assign officers from other shifts to staff any shifts where staffing 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.

- B. No more than fifteen percent (15%) of a shift shall be on vacation at any one time. The County will adhere to this 15% vacation maximum per shift at all times, except where minimum manning concerns necessitate otherwise. Tour commanders shall ensure that if more than fifteen percent (15%) of a given shift is scheduled for vacation, replacements shall be temporarily assigned to fill such temporary vacancies created by vacations. The temporary assignment of correction officers to fill vacancies created by vacations shall not be arbitrable.
- C. Vacation periods may commence on the last day of the previous tour provided the 15% rule in subsection B is adhered to. Except in an emergency, no employee may be held over on the shift immediately preceding the commencement of vacation.
- D. Vacations shall be selected by seniority by shift.
- E. All members will submit addresses and telephone numbers where they may be reached in an emergency during vacation.
- F. No more than the maximum number of days authorized as conforming to provisions of the length of service shall be taken in any one calendar year. When in any calendar year the vacation, or any part thereof, is not granted by reason of pressure of County business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only, as per Civil Service Regulation, N.J.A.C. 4A:6-1.2.

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

**ARTICLE VII
PERSONAL BUSINESS DAYS**

Section 1. Each employee hired on or after 7/23/2012 shall be entitled to two (2) paid personal days. Employees shall receive one additional personal day per year, for a total of three (3) per year after five (5) years of employment with the County.

- a. A minimum of one (1) officer per shift each day shall not be denied use of personal days on a first-come basis.
- b. Such days shall not be used to extend vacations.
- c. Personal Business Days shall accumulate in the same manner as vacation days.

Section 2. Except in emergent situations, employees must notify the Director, or his designee, at least 72 hours prior to the personal day sought. Failure to so notify the Director may result in denial of the requested personal day.

Section 3. In order to receive the three (3) personal days an employee must be on the active payroll as of January 1. Employees who are not on the active payroll as of January 1 shall receive personal days pro-rated at the rate of one (1) personal day for each full four (4) month period worked. Employees whose employment is terminated before the end of the full calendar year and who have taken more personal days than they earned on the pro-rata basis noted in the preceding sentence shall reimburse the County for the value of the excess days taken.

ARTICLE VIII
DEATH BENEFITS

Section 1. The estate of any Member of the bargaining unit who is killed in the performance of his or her 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 death of the officer.

Section 2. Overtime, pro-rated holiday and pro-rated vacation pay shall be paid to the member's estate within ninety (90) days after the death of the member.

**ARTICLE IX
CLOTHING ALLOWANCE**

A. In accordance with the Federal Court Consent Settlement Order dated September 2 , 2003, which governs the treatment of clothing allowances, County Corrections Officers shall no longer receive a clothing allowance of \$500.00 per year.

B. Uniforms must be purchased from a United States manufacturer, unless a United States manufacturer is not available.

**ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) working days from the time the employee knew or should have known of its occurrence.

Section 3. 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 to respond at any Step within the specified time limits shall be deemed an acceptance of the decision entered at that Step.

Section 4. It is understood that an employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

Section 5. Grievance Procedure

Step One: The grievance shall be discussed by the employee involved and the Union 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 Union.

Step Two: If the grievance is not settled through Step One the grievance shall within five (5) working days be reduced to writing by the Union and submitted to the Director or any person designated by him. The answer to such grievance shall be made in writing with a copy to the Union within five (5) days of submission.

Step Three: If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the Personnel Director and/or his/her designee. An informal hearing of the grievance shall be scheduled before said personnel director or designee within five working days thereafter. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after conclusion of same. Should either party to the grievance request and be granted an adjournment of said hearing for any reason, the hearing shall be rescheduled no later than three (3) calendar days thereafter. Failure to do, for whatever reason, shall permit either the Union or Employer to file for arbitration of the grievance under the timelines of Step Four below.

Step Four: If the grievance after hearing is not settled to the satisfaction of either party to the hearing through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel, but only the PBA shall have the right to file for binding arbitration on behalf of the employee. The employer as a party to the grievance shall have a right to file for arbitration under this section. 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 binding arbitration must be filed within five (5) working days following disposition at Step Three for any party having the right to so file. Should there be failure to file a timely arbitration request at Step Four of the grievance, failure to do so shall be deemed an acceptance of the last determination within the grievance procedure and shall be binding on the parties.

Section 6. 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.

Section 7. Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Union equally.

Section 8. Nothing herein shall prevent any employee from processing his or her own grievance provided the Union may be present as an observer at any hearing on the individual's grievance except that only the PBA or the County may file for binding arbitration.

Section 9. Disciplinary actions involving minor disciplinary actions shall be subject to binding arbitration.

ARTICLE XI UNION RIGHTS

Section 1. One bulletin board shall be provided by the County in the muster room. A bulletin board shall also be provided in a mutually convenient location in any correctional facility established during the term of this Agreement. The bulletin board shall be for the sole and exclusive use of members of the Union in connection with PBA matters.

Section 2. In the event any officer is scheduled for a hearing conference in which the continuation of employment as a correction officer may be discussed or reviewed, the officer may request a representative of the PBA to be present with him or her and advise him or her in the proceedings.

Section 3. The PBA shall be granted reasonable use of office equipment which is present in the Department when said equipment is not in use. The PBA shall pay reasonable costs of all material utilized by the PBA for any reproduction and distribution of materials.

Section 4. 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 proposals as well as all information necessary to process any grievance or investigate the possibility of one.

Section 5. The PBA shall be notified of any proposed new rules or modifications of existing rules governing working conditions before they are established.

**ARTICLE XII
SICK LEAVE**

Section 1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month.

Section 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service.

Section 3. After the first calendar year of service, employees shall receive fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

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

1. Personal illness, injury or exposure to contagious disease; or
2. Illness, injury or exposure to contagious disease on the part of the member's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the member's household.

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

C. Report of Absence on Sick Leave.

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

a. Failure to so notify the operations supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Service-Connected Sickness; Injury or Disability Leave.

1. Members covered under this Agreement 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 injury or disability. Temporary disability benefits paid by Worker's Compensation Insurance to the member will be paid over to the County.

2. 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.

3. Any member who accepts outside employment whose 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.

4. 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.

E. Verification of Sick Leave

1. A member 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.

2. In the case of a member utilizing sick leave to attend to a sick or injured relative, the member may be required to supply acceptable medical evidence that:

- a. The relative was sick or injured; and
- b. The member's presence was required.

3. 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 he or she so desires, may be required.

4. The County may require a member 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 member is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the member or other employees.

5. Failure to provide verification may result in denial of sick leave and may result in disciplinary action.

F. Sick Leave Incentive

1. Employees shall be entitled to sell back one day in each calendar year quarter during which time they do not use any sick days. Employees who use more than 4 sick days in any calendar quarter will not be eligible for a sick leave bonus in the next succeeding quarter unless the illness is covered by FMLA.

G. A Corrections Officer who leaves work sick without completing a full work day will only get paid for the actual time worked. The remaining time not worked will be charged against the officer's sick leave.

H. Effective January 1, 2007, after the fifth sick day in a calendar year, sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

**ARTICLE XIII
SERVICE RECORDS**

Each Member's service records, commendations and general personnel file shall be available for inspection by said member.

ARTICLE XIV
TIME OFF FOR PBA OFFICIALS

Section 1. Time off, with pay, shall be granted to the elected officers of the Union in order that they may attend one (1) regular PBA monthly meeting.

Section 2. Time off, with pay, shall be granted the PBA State Delegate of the Union in order that he or she may attend one (1) State and one (1) County PBA meeting monthly.

Section 3. Any employee who is a duly authorized representative of the Union shall be granted leave of absence with pay in accordance with N.J.S.A. 40A:14-177.

Section 4. The President of the PBA shall receive all necessary time off from regular duties to attend State and County PBA Business meetings.

Section 5. a. The President or his designee of the PBA shall be granted reasonable release time to attend meetings called by the Director, County officials or Administrators concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA.

 b. The President of the PBA may, at the discretion of the County, be granted reasonable release time to attend meetings called by State officials concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA. Requests to attend such State meetings will not be unreasonably denied. However, the County's exercise of its discretion is not subject to binding arbitration.

Section 6. The PBA President shall be assigned to a day tour, and to a duty assignment where he will be reasonably accessible to bargaining unit members.

The PBA President shall be granted reasonable release time from work duties to attend to union business during work time, provided that such release time shall in no way interfere with the operation or normal routine of the correctional facility or any other County department, office or function, and provided further that the PBA President first secures permission from Director or his designee to utilize such release time, which permission shall not be unreasonably denied.

**ARTICLE XV
LONGEVITY**

Employees shall receive longevity as follows:

- \$ 300.00 Per Annum for 5 years or more of service;
- \$ 500.00 Per Annum for 10 years or more of service;
- \$ 700.00 Per Annum for 15 years or more of service;
- \$ 900.00 Per Annum for 20 years or more of service;
- \$1,100.00 Per Annum for 25 years or more of service.

**ARTICLE XVI
MILITARY LEAVE**

Military Leave shall be granted in accordance with present County policy and appropriate federal and state regulations.

ARTICLE XVII
HOSPITALIZATION AND HEALTH INSURANCE

Section 1. The Employer shall provide family hospitalization and health coverage under the New Jersey State Health Benefits Program.

Section 2. The Employer shall pay the full cost of a \$5,000.00 Life Insurance Policy for each employee.

Section 3. The County reserves the right to select the carrier for all insurance plans or to self-insure, at its discretion, provided there is no reduction in the level of benefits.

Section 4. The County shall provide the N.J. State Prescription Drug Program.

Section 5. The Prescription Drug Plan shall cover the employee, spouse and dependent children.

Section 6. The County Basic Dental Plan (currently Delta Dental) shall cover the employee, his or her spouse and family.

Section 7. 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.

Section 8. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over such changes. However, as participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this agreement will be changed accordingly including the cost of co-payments of prescriptions to employees. The County will not be liable for any such change or the impact of any such change. In addition, no

grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee or the County from filing an appropriate challenge against SHBP for any such change. This paragraph applies to any programs under the SHBP, for example, the prescription drug program.

Section 9. Employee Health Care Insurance Contributions shall be in accordance with Chapter 78, P.L. 2011.

ARTICLE XVIII
EMPLOYEE TRAINING

Section 1. Except for employees who retire or are laid off, Officers who receive training shall be obligated to remain in the employ of the County for a period of three (3) years after the training is complete or shall be responsible to refund to the County the cost and expenses of any training provided. Any training cost not repaid at the time of termination may be deducted from any accrued but unpaid balances, including but not limited to, vacation time and holiday time.

ARTICLE XIX
DIRECT DEPOSIT

The County shall have the authority to establish a program in which all bargaining unit officer's compensation will be directly deposited into a financial institution and immediately available to officers on payday, at no cost to officers.

If the system provides that deposits of payroll checks will be made into officers' bank accounts on the established pay date, the County may eliminate the practice of providing early release of paychecks and the advancement of vacation checks.

ARTICLE XX
RETIREMENT LEAVE

Section 1. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$10,000.00.

Section 2. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay the employee's estate the retirement leave pay.

Section 3. If an officer continues to work past minimum retirement age and dies while in the employ of the County, the retirement leave benefits shall be paid to the officer's estate in accordance with the procedures herein set forth.

ARTICLE XXI
SENIORITY

Section 1. Seniority is defined as the employee's total length of service with the County Division of Corrections, beginning with his or her date of hire.

Section 2. Seniority is understood to be in accordance with the New Jersey Department of Personnel rules and laws.

Section 3. The County shall promptly advise the appropriate representative of the PBA of any changes which necessitate amendments to the seniority list.

Section 4. Permanent employees to be laid off will receive 45 days' notice, or 45 days' pay in lieu of the notice.

**ARTICLE XXII
RE-EMPLOYMENT**

Effective November 17, 1999, former Hudson County Corrections Officers are eligible for re-employment at the salary they were earning at the same time of their resignation, provided that:

- a. The former Officers resigned in good standing;
- b. The former Officer had been appointed from a New Jersey Department of Personnel (Civil Service) Certification and successfully completed the required one-year working test period;
 1. Former Corrections Officers who were employed on a provisional basis are eligible for re-employment under this agreement if they meet all other requirements herein and whose names appear on a current Civil Service Certification for Hudson County Correction Officer.
 2. Former Correction Officers who were appointed from a Civil Service Certification but who were not offered the opportunity to attend a State-approved corrections officers training academy are also eligible for re-employment under this agreement if they meet the requirements of this agreement except paragraph c.
- c. The former Officers successfully completed a State-approved correction officer's training academy while employed as a County Correction Officer;
- d. The Officer did not commit a major disciplinary offense, as defined by the Civil Service, while employed as a County Correction Officer;
- e. The former Officer submits a re-employment application within three years of his/her resignation (if the former Officer was a provisional Officer while employed at the

County, the Officer must submit a re-employment application within one year of his/her lay-off or resignation;

- f. The former Officer receives favorable references from employers she/he worked for since leaving County employment; and
- g. The former Officer passes the regular Internal Affairs background check, which includes a criminal background investigation.

Officers who return to the County under this Agreement will earn the annual sick, vacation and personal leave they earned at the time of their lay-off/resignation. Officers re-employed after January 1st will have their annual leave prorated for the remainder of the first calendar year of re-employment pursuant to the County Employee Handbook.

Any offer of employment will be conditioned upon the former Officer passing a medical/psychological examination by a County doctor. However, the former Officer will retain all rights under the Americans With Disabilities Act (ADA) to a reasonable accommodation of any disability he or she may have. A more detailed statement of the ADA and the former Officer's rights are available from the County Division of Personnel.

ARTICLE XXIII

COST OF PRINTING CONTRACT

The County and PBA 109 each agree to pay one-half (1/2) the cost of printing this Agreement in booklet form.

**ARTICLE XXIV
WORK SCHEDULES**

Section 1. Consistent with the LAP Award (Docket Nos. CO-2002-96 and CO-2002-97), effective January 6, 2003, the work schedule for the Hudson County Correction Facility shall be a unified 5/2 work schedule.

Section 2.

- a. 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 officers on the 5/2 work schedule weekends off.
- b. If a post is eliminated or the number of officers to staff a particular post are reduced, the displaced corrections officer(s) shall retain their days off and be reassigned within the unit at the discretion of the Unit Manager. Corrections Officers will be displaced on a reverse seniority basis (i.e. last senior officer) unless a volunteer asks to be displaced.
- c. Under the 5/2 work schedule for a duty post that involves weekends off, assignment to the duty post shall be based upon seniority, provided that the County determines that the employees' skills, abilities, experience and other qualifications are otherwise equal.

**ARTICLE XXV
HOURS AND OVERTIME**

Section 1. The workday shall consist of eight (8) and one quarter (1/4) (including lineup) consecutive hours in a twenty four (24) hour period, inclusive of a 40-minute paid lunch period, except as mutually agreed to by the parties, or in the cases of emergency as determined by the Director or his designee.

Section 2. 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, for any part of an hour worked, subject to being retained for work for one (1) hour at the County's discretion, except as modified by Section 3 below.

Section 3. Effective January 1, 2007, after the fifth sick day in a calendar year, sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

Section 4. Except as modified by Section 3 above, an employee who is held over beyond his or her normal workday and who is relieved during the first (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 the regular workday, he/she shall receive one (1) hour of pay at the overtime rate.

Section 5. Any overtime worked shall be reported to the Officer in Charge of each tour and he or she, in turn, shall notify the proper authority as to the hours worked. All overtime shall be paid on a forty (40) hour basis, except as modified by Section 3 above.

Section 6. A rotating list shall be used for the distribution of voluntary overtime. Additionally, all distribution of overtime will be in accordance with PERC settlement agreement *In the matter of Overtime Arbitrations* (Docket Nos: AR-2000-671, AR-2000-738, AR-2000-

698, and AR-2000-699) Attached as Appendix C to this agreement. Mandatory overtime shifts can be split into two equal portions if both affected officers agree to the split.

Section 7. Members of the Unit shall be paid at the rate of time and one-half for one-half hour of their lunch period if they are required to work during their lunch break, except as modified by Section 3 below.

Section 8. a. Court Appearance. The County shall pay all employees for appearance in all courts on their own time at time and one-half (1-1/2) with a four (4) hour minimum, provided that the appearance is on behalf of the County.

b. Employees may not be retained for the purpose of attaining the minimum of four hours if the appearance requires less time.

Section 9. Any corrections officer who is requested and returns to work during periods other than his or her regularly-scheduled shift shall be paid time and one-half for such work and guaranteed not less than four (4) hours' pay, regardless of the number of hours actually worked.

Section 10. For purposes of this Article, mandatory training shall be considered as time worked.

Section 11. Overtime checks shall be delivered to each officer within two pay periods after the overtime is earned and shall indicate thereon the portion which is overtime and the period covered.

Section 12. Compensatory Time: Officers will be compensated for all overtime worked at the appropriate overtime/straight rate. Such compensation may be in the form of cash payment or compensatory time, at the sole discretion of the officer. Officers may take compensatory time off upon approval by management's designee. The decision to grant a compensatory time request shall be based upon whether minimum

staffing levels are met, but may not be unreasonably denied. Officers may accrue a maximum of 40 hours of renewable compensatory time per calendar year. Any compensatory time not used by December 31 of the year in which it is earned shall be paid to the employee at the December 31 rate of pay in January of the subsequent year.

ARTICLE XXVI
COURT ACTION AGAINST MEMBERS

Section 1. Whenever a corrections officer is named as a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his or her official powers in the furtherance of his or her official duties, the County shall provide the officer with the necessary means for the defense of such action or proceeding, but not for his or her defense in a disciplinary proceeding instituted against him or her by the County or in a criminal proceeding instituted as a result of a complaint filed on behalf of the County. The procedure for implementing this provision shall be governed by Appendix "A" attached to this Agreement.

Section 2. In any civil action or civil proceeding arising out of and directly related to the lawful exercise of a corrections officer's official powers in the furtherance of his or her official duties, the County shall indemnify the corrections officer in the event a judgment for damages is entered against the officer if, in the County's judgment, the acts upon which the damages are based do not constitute actual fraud, actual malice, willful misconduct, intentional or criminal wrong, or violations of the County Code of Ethics. This provision shall not apply to disciplinary proceedings instituted against the officer by the County.

**ARTICLE XXVII
SALARY AND WAGES**

Section 1. Subject to the terms set forth in this collective bargaining agreement, annual base salaries shall increase as follows:

Effective January 1, 2013 step movement for all personnel entitled to same. Top step pay rate personnel receive 1.5% lump sum payment not on base.

Effective January 1, 2014 personnel on top step pay rate shall receive a 1.5% lump sum payment, not on base. No step movement in 2014.

Effective January 1, 2015 step movement for all entitled to same. Personnel on top step pay rate shall receive a 1.5% lump sum payment not on base.

Effective January 1, 2016 2.0% across the board wage increase for all pay rates except the top step pay rate. Personnel on the top step pay rate shall receive 1.5% lump sum payment not on base. No step movement in 2016.

Effective January 1, 2017 step movement for all personnel entitled to same. Personnel on the top step pay rate shall receive a 1.5% lump sum payment not on base.

The annual wage salary increases stated above, which shall be effective and retroactive to the appropriate dates listed shall be based on the position that the employee had in the 2012 Salary Schedule contained in Appendix B-1 and B-2 of this Agreement. Salary increases are retroactive to the above effective dates and apply to all current unit employees, and to employees who were promoted into the superior officers unit since January 1, 2013. The percentage increases do not apply retroactively to increment payments.

Effective and retroactive to January 1, 2001, a salary step system providing for automatic increment increases shall be established by the County. There shall be twelve steps which shall be implemented in accordance with the 1998 Salary Schedule. Beginning on January 1, 2002, the officers shall be entitled to an automatic annual step increment each year, once they have served one year of service at the prior step. The maximum pay rate shall be Step 12 for

employees hired prior to July 23, 2012. Each step in the salary schedule shall receive the percentage increases set forth above per this contract, as referenced in Appendix B-1.

Section 2. Employees hired on or after July 23, 2012, shall be paid pursuant to the salary guide contained in Appendix B-2.

Section 3. Salaries for current officers and newly-hired officers shall be paid bi-weekly on a two-week lagging basis, with the officer'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 officer's regular annual salary by the number of pay periods in the then-current calendar year.

Section 4. In accordance with the LAP Award (Docket Nos. CO-2002-96 and CO-2002-97), those individuals who were on a 4/2 schedule and went to a 5/2 schedule shall have 14 days pay added to the base pay for each affected officer.

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.

Section 5. Consistent with the Settlement Agreement dated March 30, 2001 (PERC Docket No. AR-98-407), effective January 1, 2001, any superior officer who is demoted or otherwise returned to the title of Correction Officer will receive the Correction Officer salary he or she earned immediately prior to his or her promotion. That salary will be adjusted by increases that may have taken effect during the period served in the higher paid title.

Section 6. Step Guide Movement: The salary schedule shall, unless agreed to otherwise, remain without change upon the expiration of the agreement. There will be no automatic step movement, beyond the expiration of this collective bargaining agreement on December 31, 2017.

ARTICLE XXVIII
SHIFTS, ASSIGNMENT AND REPORTING TIME

Section 1. Whenever assignments and reporting times are changed, corrections officers should be notified at least forty-eight (48) hours ahead of time, circumstances permitting.

Section 2. Whenever an opening occurs on a shift and the County determines to fill that shift, officers will be permitted to submit a shift preference selection and the shift assignment will be based on seniority, unless particular skills, expertise, training or other necessary skills for the assignment are needed. Officers may bid by seniority for choice of shift assignments. The County shall, however, at all times, have the right to assign officers as needed in order to guarantee such adequate manning levels as the County, in its sole discretion, shall determine. Assignments made under this Section shall not be subject to arbitration under this Agreement.

Section 3. Shift changes must be stable for a period of three (3) months before an employee is eligible to bid for a new assignment.

Section 4. Except as noted below, job assignments become the responsibility of the officer. The County is not responsible for transporting officers to their assignments or getting officers to their assignments on time.

Section 5. 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.

Section 6. When more than one (1) officer is assigned to a post, the most senior corrections officer shall be in charge.

Section 7. Reciprocal Days/"Swapping Shifts": The County agrees to allow corrections officers assigned to the Hudson County Correctional Facility and its satellite units (including but not limited to any and all details such as Hospital Details and Administration Details) to

utilize a system of "Swapping days" by mutual agreement with each other subject to the following procedures:

- a. Corrections Officers wishing to switch/swap working days with each other must complete the County Approved "Application for Reciprocal Form"
- b. Requests for use of reciprocal/"swapping shift" shall be submitted seventy-two (72) hours in advance without exception. All requests submitted in a timely manner shall be approved at the discretion of the County.
- c. Corrections officers shall only be permitted to use reciprocal days/switch working days within the same pay period.
- d. The County and the PBA agree that there shall be no dual track disciplinary policy.
- e. It shall be a violation of this system for a correction officer who has been approved for a reciprocal day/"shift swap" to fail to report for duty except for the reasons set forth in subsection (e) herein. A corrections officer who has been approved for a reciprocal day/"shift swap" and who fails to report for duty shall be marked as DNR ("Did Not Report") and shall be subject to Disciplinary Action. Any corrections officer found guilty of violating this system shall be also subject to the following: for 1st offense, a corrections officer shall be prohibited from utilizing this system and swapping days for a ninety (90) day period; for a 2nd offense, a corrections officer shall be prohibited for a six (6) months period.
- f. Any corrections officer who has been approved for a reciprocal/"shift swap" and who utilizes a sick day instead of reporting for duty, shall not be marked DNR and shall not be subject to Disciplinary Action; provided that said officer is not in violations of the sick leave policy.

g. In the event that "Mandatory Overtime" is utilized, the officer who is working must fulfill the Mandatory obligation, and will be held accountable as it pertains to Mandatory Overtime Policy. NOTE: Any officer who does not fulfill his/her mandatory obligation, will be subject to discipline. Discipline will be generated according to the next step he/she is on as it pertains to the mandatory overtime.

Section 8. For purposes of this section, "tour" shall be defined as the specific days on/days off (RDO's) of a position. Whenever a position becomes vacant, the County will determine whether to fill that position, and will set the RDO's for the position. The tour (with RDO's) will be posted and officers will be permitted to submit a bid for the tour. The assignment to the tour will be based on seniority, unless, in the sole discretion of the County, it is determined that particular skills, expertise, training or other necessary skills for the assignment are needed.

The employer will have sole discretion to assign the employee to any post/assignment in the Correctional Department it deems necessary and appropriate, provided the employee's selected RDO's are maintained. Further, it is recognized that from time to time, the Employer may change an employee's post and/or RDO to accomplish training needs. A minimum of five (5) days notice will be given to any employee whose tour (RDO) is being changed.

**ARTICLE XXVIX
CLAIMS ADJUSTMENT**

Section 1. When 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 only be liable for loss or damage to jewelry or watches up to \$ 100.00.

Section 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.

Section 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.

Section 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.

ARTICLE XXX
SEVERABILITY AND SAVINGS

Section 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 affected by such decision.

Section 2. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Union.

ARTICLE XXXI
PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Employees shall retain all Civil Rights under New Jersey State Law. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement.

**ARTICLE XXXII
MANAGEMENT RIGHTS**

Section 1. The Employer 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.

Section 2. The Employer, in accordance with applicable law 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.

ARTICLE XXXIII
WEAPONS

Section 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, for his or her own personal protection.

Section 2. All permanent correction officers who are qualified shall be armed coming to and leaving work while in uniform.

**ARTICLE XXXIV
DURATION OF AGREEMENT**

Section 1. The provisions of this Agreement shall be effective January 1, 2013 and shall continue and remain in full force and effect to and including December 31, 2017, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

Section 2. The benefits of this Agreement shall apply only to those employees who are actively employed with the County on January 23, 2014.

**ARTICLE XXXV
EDUCATION INCENTIVE**

Employees shall receive annual compensation upon completion of college courses, provided the courses are job related and provided the employee receives the prior written approval of the Director, 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:

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


This Agreement is subject to ratification by the Board of Chosen Freeholders and the membership of the PBA.

PBA 109



Daniel Murray

Date: 5-20-15



Merick H. Linsky, Esq., Witness
Date: 5/20/15

COUNTY OF HUDSON

Date: _____

_____ Witness

Date: _____

APPENDIX A

DEFENSE FOR CORRECTION OFFICERS IN ACTIONS ARISING OUT OF OR INCIDENTAL TO PERFORMANCE OF DUTIES

Upon receipt of summons and complaint arising out of or incidental to the performance of a Corrections Officer's duties, such Corrections Officer shall deliver the summons and complaint to the County Law Department within three days of receipt.

Within five days of receipt of summons and complaint by the County Law Department, the County shall advise said Corrections Officer, in writing, of one of the following:

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

APPENDIX C

GRIFFIN & GRIFFIN, P.C.
415 ROUTE 10
RANDOLPH, NJ 07869
(973) 366-1188
(973) 366-4848 FX
Attorneys for PBA Local No. 109

In the Matter of the Overtime Arbitrations:	:	STATE OF NEW JERSEY
	:	
	:	PUBLIC EMPLOYMENT
	:	RELATIONS COMMISSION
Between Hudson County Public Employer;	:	
	:	PERC DOCKET NO. AR-2000-671
	:	PERC DOCKET NO. AR-2000-738
and	:	PERC DOCKET NO. AR-2000-698
	:	PERC DOCKET NO. AR-2000-699
PBA Local 109 Employee Representative	:	
	:	SETTLEMENT AGREEMENT:

This Settlement and Release Agreement is made and entered into between the County of Hudson ("County" or "Employer") and Policemen's Benevolent Association, Local 109 ("PBA"), on behalf of all affected correction officers ("the Employees").

RECITALS

WHEREAS, the parties mutually seek to reform the manner in which overtime work is distributed and administered at the Hudson County Jail; and

WHEREAS, four grievances are outstanding, Grievance Numbers, 16, 27, 28 and 31, docketed before various arbitrators as AR-2000-671, 738, 698 and 699, which the parties agree to resolve by way of placing into effect the reforms contained in this agreement; and

WHEREAS, the parties have agreed to consolidate the above grievances and all other and subsequent grievances and disputes relating to the allocation of overtime, to be disposed of in the manner provided for herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained, and other good and valuable consideration, the parties agree as follows:

VOLUNTARY REGULAR OVERTIME:

1. The PBA shall prepare and maintain a voluntary overtime list for each shift (eg. 8-4, 12-8, 4-12), which it shall provide to the County from time to time, by submitting it to Operations and the Personnel Officer. The list for each shift shall contain the names and telephone numbers of all officers wishing to work overtime, in order of seniority. Operations shall convert each list to an operations log. The PBA shall designate an officer who shall be responsible for maintaining and updating the list.
2. When management requires officers for overtime assignments, the Tour Commander shall designate an officer to call officers from the list, in the order in which their names appear. The officers called may either accept or refuse voluntary overtime. If officers are called and cannot be reached after one call, the designated officer may continue calling the subsequent names on the list. If an answering machine is reached or an electronic pager number appears on the list, the designated officer shall leave a message or shall page the officer as applicable. The designated officer may continue through the list, but if, before the requisite number of overtime assignments are filled, an officer who was paged or alerted by answering machine calls in, that officer shall be given an overtime assignment.
3. Correction Officers shall not request to know, nor will they be told of the nature of the voluntary work assignment. The officer calling to fill overtime positions shall only identify that there is an overtime opportunity available, and shall not specify the post, tasks or duties of the particular assignment to be filled. On that basis alone, Correction Officers will decide whether to accept the overtime assignments or not. In no event shall Correction Officers be permitted to "shop" overtime assignments for the purpose of securing a more favorable assignment. Rather, all assignments shall be made at roll call for that particular shift.
4. If the list is not exhausted prior to filling overtime assignments, the next time overtime assignments are to be made, the designated officer will resume calling the list from the point at which the previous officer left off on the last occasion, and continue to the end before starting from the top of the list again.
5. The designated officer making calls for overtime assignments shall make a notation next to each name called from the log book, indicating that the officer was called, and indicating the response. As to any officer whose name appears on the list but was not called, the reason(s) for not calling that officer shall be entered into the log book (i.e. leave of absence, on the job injury, suspension, academy, vacation, etc.) The Tour Commander shall be responsible for the full implementation of the call out procedures and the proper implementation of the procedures contained in this Agreement.
6. Correction Officers shall be accountable for the failure to appear for voluntary overtime in the same exact manner as for any other shift work. The policies and

procedures for calling out sick or absent shall apply with equal force and effect for those who accept voluntary overtime, as well as the disciplinary procedures and penalties for violating such provisions.

7. The procedure appearing in number 4 above is at odds with the collective bargaining agreement and amounts to an accommodation by the PBA to its newer officers, who make a lower salary. The PBA reserves the right to revert to a system whereby each time overtime is assigned, it is assigned to the most senior officers. In such a case, each time overtime assignments must be filled, the list would be called from the top, so that the most senior officers would be called first. To implement this system, the PBA must notify Operations in writing with a copy to the Director. The system will be changed thirty (30) days after notice is received.
8. In the event that the list is exhausted without filling the overtime assignments, the designated officer will call the list a second time (beginning where a designated officer left off on the last occasion). If the second calling of the list does not result in filling the overtime assignments required by Operations, the County may elect to require officers to work mandatory overtime. Nothing herein shall prevent the designated officer from attempting to fill overtime assignments by continuing to call the list. In the event an officer returns a page or answering machine message, the officer will be permitted to accept an overtime assignment if sufficient time allows, in which case a corresponding reduction in the number of officers needed to work mandatory overtime will take place.
9. The following assignments shall be considered ordinary overtime. This list is included by way of example, and is not meant to be exhaustive:
 - a. Service of Inmate Disciplinary Charges
 - b. Security at the Jumah Feast and other such events
 - c. Kitchen Support
 - d. Intake
 - e. Convoy
 - f. Construction
 - g. Maintenance
 - h. Inspection
 - i. Other Support Services
 - j. Classification
 - k. Painting, except as an outside detail

MANDATORY OVERTIME:

10. Mandatory Overtime shall be assigned by a listing of officers for each shift, maintained by the County in reverse order of seniority. Each time mandatory overtime is to be assigned, the County shall begin at the top of the list for that

shift, such that the least senior officers are directed to work first. When an officer stays for a mandatory overtime shift, he/she shall be placed at the bottom of the mandatory list, so that officers who have not yet worked a mandatory shift are called first.

11. An officer who works voluntary overtime on 3 consecutive days (regardless of the shifts worked) is credited against one mandatory assignment, provided the 3 voluntary overtime events occurred within the 7th day period immediately preceding the date the County seeks to require him/her to work mandatory overtime. In the event the County cannot adequately staff the building, and therefore, cannot honor the credit, a credit shall be given to the officer against a mandatory assignment within the next 7-day period. *ad*
o.o.
12. The designated officer making calls for mandatory overtime assignments shall make a notation next to each name called from the log book indicating that the officer was called, and indicating the response. As to any officer whose name appears on the list but was not called, the reason(s) for not calling that officer shall be entered into the log-book (i.e. leave of absence, on the job injury, suspension, academy, vacation, etc.)

ACADEMY TRAINED OVERTIME:

13. Certain assignments may only be assigned to academy-trained officers. Officers who are academy-trained shall be designated by the initials "A/T" on the overtime list. If the designated officer attempting to fill overtime assignments falls short of the number of academy trained officers necessary to fill the posts requiring academy-training, he/she may continue through the overtime list calling only academy-trained officers. The next time officers are needed for overtime, the designated officer shall return to the point at which he/she departed from the sequence to obtain academy-trained officers, and continue calling the list from that point.
14. The designate officer calling from the list shall depart from the ordinary overtime list to solicit academy-trained officers only when there are not enough officers on a given shift to fulfill special functions without resort to special overtime. In other words, if an academy-trained person is scheduled to work a non-specialized position, the shift commander must switch the academy-trained officer to the academy-trained post or detail, and must then obtain overtime assistance from the regular overtime list. The designated officer calling to fill overtime assignments and requiring academy-trained officers shall call the officers meeting the requirements for the job, in order, following the initials in the log for the officers who are academy-trained.
15. The following assignments shall be considered Academy-Trained Overtime. This list is included by way of example, and is not meant to be exhaustive:

- a. Transportation of Inmates
- b. Rear Fence Security
- c. Administration Building
- d. Choir or other details in which inmates leave the building
- e. Hospital
- f. Painting - outside details only

SPECIAL TRAINING OVERTIME:

16. Certain assignments may only be assigned to specially-trained officers. Officers who are specially-trained shall be designated, in the log book, by the initials corresponding to their special skills (eg. "CT" for computer training). If the designated officer attempting to fill overtime assignments falls short of the number of specially-trained officers necessary to fill the posts requiring specially-trained personnel, he/she may continue through the overtime list calling only officers of the required specialty. The next time officers are needed for overtime, the designated officer shall return to the point at which he/she departed from the sequence to obtain specially-trained officers, and continue calling the list from that point.
17. The designated officer calling from the list shall depart from the ordinary overtime list to solicit specially-trained officers only when there are not enough officers on a given shift to fulfill special functions without resort to special overtime. In other words, if a specially-trained person is scheduled to work a non-specialized position, the shift commander must switch the specially-trained officer to the specially-trained post or detail, and must then obtain overtime assistance from the regular overtime list.
18. The following assignments shall be considered Special Training Overtime. This list is included by way of example, and is not meant to be exhaustive:
 - a. Computers / CCIS
 - b. State Billing
 - c. Federal Billing
 - d. Training
 - e. Work Release / Home Confinement
 - f. Background Checks/Interviews
19. No person shall be designated as specially-trained in any category, unless he/she has received the training requisite to the function he/she is required to perform, and completion of training is certified to in writing and placed into the personnel folder of the officer trained.

21. In the event that a position, detail, post or assignment, task or duty not otherwise delineated herein is created or was inadvertently not included herein, the parties shall meet to discuss how the position will be handled in terms of the proper overtime list. In the event the parties cannot agree, the matter will be submitted to an umpire, as described below.

INTERNAL AFFAIRS:

22. All time worked by correction officers assigned to Internal Affairs is not subject whatsoever to this Agreement. The parties agree that the allocation of overtime worked within Internal Affairs or by Internal Affairs officers is not subject to the provisions of this agreement or the parties' contractual provisions governing assignment of overtime. However, work assigned to Internal Affairs shall not be assigned for the purpose of avoiding the procedures of this Agreement, or to evade using the voluntary overtime list.

VIOLATIONS OF THIS AGREEMENT:

23. A copy of this agreement shall be maintained at Central Control at all times.
24. In the event the PBA believes that there has been a violation of the procedures set forth in this Agreement, arising on or after the effective date of this Agreement, it must so notify the County in writing within 30 days from discovery. Whenever practicable, the issue should be brought to the attention of the officer in charge of Operations immediately. In the event that the parties cannot amicably resolve the dispute(s) within ten (10) business days from the time the County receives a written complaint, violations of this agreement shall be submitted within 30 days thereafter, directly to one of the following umpires, notwithstanding provisions to the contrary in the collective bargaining agreement:
- a. Jeff Tenor
 - b. Joan Parker
 - c. James Mastriani
 - d. Barbara Zausner
 - e. Lawrence Hammer
25. The umpires shall have all of the powers of arbitrators under the Employer - Employee Relations Act, N.J.S.A. 34:13A-1, et seq., and its regulations, N.J.A.C. 19:12-1, et seq. necessary to effectuate this agreement. In addition, each of the umpires shall have the authority to:
- a. decide whether functions should be considered special training positions for purposes of the overtime list,

- b. decide whether functions may only be accomplished by academy-trained officers,
- c. decide whether overtime was assigned to Internal Affairs for the purpose of avoiding the requirements of this agreement,
- d. whether the agreement has been violated,
- e. determine whether the positions, details, posts, assignments, tasks or duties that are the subject of the dispute(s) are eligible for inclusion on the voluntary overtime list (versus a special detail),
- f. decide whether the work was holdover work pursuant to paragraph 29,
- g. decide whether the correction officer was qualified for a special training designation,

It is expressly understood that the umpire so selected shall have no authority whatsoever to issue a monetary award. It is further understood that the parties waive their right to arbitrate or otherwise litigate in any forum, a dispute arising from the enforcement of the procedures set forth in this agreement, except to enforce an umpire's award. The parties agree that the PBA's failure to notify the County of a violation as set forth in this Paragraph shall constitute a waiver of its ability to contest the dispute.

- 26. Notwithstanding the language of paragraph 25 above, awards of the umpires may be confirmed and enforced as with any other arbitrator's decision having to do with police and fire employees.
- 27. Notwithstanding the language of paragraph 25 above, the party losing an umpire's ruling shall be responsible to pay the winning party's attorney fees of \$100.00 per hour to a maximum of \$2,500. This provision is limited solely and exclusively to disputes arising under this Agreement and involving the voluntary overtime procedures. Both parties affirm and acknowledge that this provision is non-binding and non-precedential relative to all other aspects of the parties' labor relations. This provision in no way modifies the parties' grievance procedure mechanism set forth in their collective bargaining agreement with respect to all other terms and conditions of employment and/or arbitrable disputes.
- 28. Any correction officer may make use of the procedures agreed upon herein, regardless of the participation of PBA Local 109, but any such action outside the scope of the Local, may not interfere with any action of the Local.

WORK REQUIRING COMPLETION BY AN OFFICER ALREADY WORKING:

- 29. In cases of holdover assignments, eg. security at a local hospitals or inmate transportation or the like, the Tour Commander shall decide whether to use the voluntary overtime list to replace that officer, at the conclusion of the then current shift. Alternatively, the Correction Officer who is performing the work on his/her shift may be authorized to continue the task on an overtime basis subject to

approval. Holdover work shall not be utilized to avoid the requirements of this Agreement. The Tour Commander shall make a good faith effort to relieve any continuing a holdover task.

DISMISSAL OF GRIEVANCES AND WAIVER OF RIGHTS:

30. The parties agree that in consideration of the promises contained in this agreement, the PBA will dismiss its outstanding Grievance numbers, 16, 27, 28 and 31, docketed before various arbitrators as AR-2000-671, 738, 698 and 699 and any and all claims and pending or contemplated grievances having to do with the assignment of overtime through the date of the signing of this agreement.
31. The parties agree that this agreement is a compromise and settlement, and by entering into this agreement, neither party admits to any violation of the Civil Service Act, or any contractual provisions of the collective bargaining agreement or any State or Federal Law. This agreement shall not be construed as an admission of liability by any party for any purpose. As an inducement for the parties to enter into this agreement, each party does hereby release and forever discharge all other parties from any and all debts, obligations, suits, actions, causes of action, claims or demands, in law or in equity, which any one party now has or hereafter may assert against the others arising out of the above docketed matters, including but not limited to, all claims, liabilities, costs and attorneys' fees under
- i. The present matter;
 - ii. The Fair Labor Standards Act;
 - iii. The New Jersey Wage and Hour Laws;
 - iv. The New Jersey Law Against Discrimination
 - v. Any collective negotiations agreement;
 - vi. Civil service rules and regulations;
 - vii. The Constitution of the United States;
 - viii. The Constitution of New Jersey;
 - ix. Any other Federal or State statute or common law.

The parties agree that they will not contest the non-payment of overtime originally sought as part of the above-docketed matters or the validity of any provision contained herein before any tribunal, administrative agency or arbitration.

32. This agreement shall be binding and inure to the benefit of the parties hereto, and their assigns.
33. This agreement may be modified or amended only by a written instrument, duly signed by each of the parties or their respective successors or assigns.

34. This agreement supercedes all prior agreements and understandings between the parties. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Notwithstanding the above, in the event the umpire system designed for the amelioration of disputes cannot be followed by reason of the operation of law, or no arbitrators named herein agree to serve as umpires, then, in that event, the parties agree to design a new system to mediate their disputes under this agreement. The parties may agree to the appointment of additional persons to serve as umpires. The parties shall agree to the appointment of additional umpires in the event the number of umpires falls below four in number.

35. This agreement shall be construed in accordance with the laws of the State of New Jersey.

36. This document contains a settlement and stipulated dismissal of claims. By signing this agreement, the parties affirm that they have read this agreement carefully and that they fully understand its terms and intend to be bound thereby. Each party had been represented by counsel in reaching this agreement and has executed this agreement freely and voluntarily.

37. This agreement shall survive the collective bargaining negotiations and any settlement or interest arbitration award entered in connection therewith, for the period beginning January 1, 1999 and December 31, 2003.

NOW, THEREFORE, the parties execute this agreement, confirming the above recitals and agreements, and their intent to be bound by its terms.

3-23-01
Date:

Omar Ortiz
Omar Ortiz, President
PBA Local 109
Hudson County Correction Officers
Rank and File

3/23/01
Date:

Mark St. Louis
County of Hudson