

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF HUDSON

AND

PBA LOCAL # 109 CORRECTION OFFICER SUPERIORS

EFFECTIVE JANUARY 1, 2004 THROUGH DECEMBER 31, 2009

**Memorandum of Understanding
BETWEEN
COUNTY OF HUDSON
AND
PBA 109A**

PERSONNEL REC'D
2007 JAN 18 A 9:16

The following tentative agreement between County of Hudson and PBA 109A, Corrections Sergeants and Lieutenants sets forth the financial terms and conditions for the Collective Negotiations Agreement for bargaining unit employees. All changes and modifications are listed below, and if not listed, the language in the Agreement as negotiated during January 1, 1998 through December 31, 2003 shall be in full force and effect. This Agreement is in effect for January 1, 2004 through December 31, 2009.

Term:

Six year contract effective January 1, 2004 through December 31, 2009. The County and PBA 109A agree to reopen negotiations on January 1, 2008 on the sole issue of health benefits contribution.

Salary:

Effective January 1, 2004 through June 30, 2004 - 2%.

Effective July 1, 2004 through December 31, 2004 - 2%.

Effective January 1, 2005 through June 30, 2005 - 2%.

Effective July 1, 2005 through December 31, 2005 - 2%.

Effective January 1, 2006 through December 31, 2006 - 4%.

Effective January 1, 2007 through December 31, 2007 - 4%.

Effective January 1, 2008 through December 31, 2008 - 4%.

Effective January 1, 2009 through December 31, 2009 - 4%.

Retroactive payments will only be granted to those unit members who are actively employed with the County of Hudson on the date of the Memorandum of Understanding. (If the prior sentence is found to be unenforceable an appropriate adjustment will take place) For purposes of calculation, gross wages minus appropriate deductions for non salaried and stipend amounts will be used.

Attached as Exhibit 1 is the salary schedule which shall be incorporated into the collective bargaining agreement as Appendix B and will include an additional amount for rank separation between sergeant and lieutenant and lieutenant and captain.

Longevity:

There will be a one time only increase of one hundred dollars (\$100) to the schedule set forth in Article XV, Longevity.

Overtime:

A rotating list shall be used for the distribution of voluntary overtime.

For purposes of calculating overtime only the first five (5) days of sick time shall be used in the calculation annually.

Retirement Leave:

Article XX, Section 1 is modified to provide that retirement leave payment is calculated at the rate of one day for each two days with a maximum not to exceed \$10,000.

Clothing Allowance and 5/2 Schedule:

All references to the 5-2 additional compensation roll in pay will be removed from the collective bargaining agreement.

All references to clothing allowance being rolled into pay will be removed from the collective bargaining agreement.

Funeral Leave:


Article IV, section 4 of the collective bargaining agreement is deleted. Funeral leave cannot be used for an aunt or uncle. However, a Corrections Superior Officer may use personal day leave, vacation leave or sick leave to attend the funeral of an aunt or uncle.

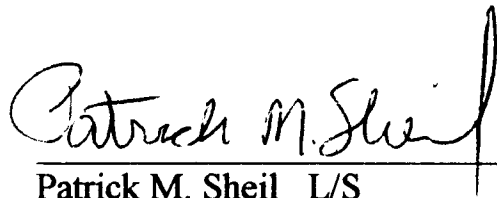
Sick Leave:

Article XII is modified to provide that Corrections Officers who leave 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.

Miscellaneous:

- a. This Memorandum contains the entire agreement of the parties. Any proposals and counter proposals not contained herein are withdrawn and void. Any modification of this agreement must be reduced to writing and agreed to by both parties.
- b. This Memorandum is subject to ratification by the Hudson County Board of Chosen Freeholders and by the membership of the PBA 109A bargaining unit. The undersigned represent that they are authorized to enter into this Memorandum on behalf of their respective principals.
- c. The County of Hudson shall review a Collective Bargaining Agreement incorporating this Memorandum and the contract prior to the above listed changes being implemented.
- d. The Parties agree to recommend that their respective principals ratify this Memorandum.
- e. Except as noted, all provisions are effective January 1, 2006.


Omar Ortiz L/S
PBA 109A


Patrick M. Sheil L/S
County of Hudson

January 12, 2007

ATTACHMENT I

SERGEANT	12/31/2003	1/1/2004	7/1/2004	1/1/2005	7/1/2005	1/1/2006	1/1/2007	1/1/2008	1/1/2009
	\$74,746.00	\$76,241.00	\$77,766.00	\$79,321.00	\$80,907.00	\$84,143.00	\$87,508.00	\$91,008.00	\$94,648.00
LIEUTENANT	\$77,366.00	\$78,913.00	\$80,491.00	\$82,101.00	\$83,743.00	\$87,093.00	\$91,883.00	\$95,558.00	\$99,380.00
CAPTAINS	\$79,985.00	\$82,859.00	\$84,515.00	\$86,206.00	\$87,930.00	\$91,448.00	\$96,477.00	\$100,336.00	\$104,349.00

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION**

No. 130-4-2007

On Motion of Freeholder Rivera
Seconded by Freeholder Dublin

**RATIFYING TERMS AND CONDITIONS OF A MEMORANDUM
OF AGREEMENT WITH PBA LOCAL 109A
(CORRECTION OFFICER SUPERIORS)
JANUARY 1, 2004 TO DECEMBER 31, 2009**

WHEREAS, the County Executive, Thomas A. DeGise, has negotiated a Memorandum of Agreement with PBA Local 109A (Correction Officer Superiors) for the period January 1, 2004 to December 31, 2009; and

WHEREAS, the aforementioned Memorandum of Agreement which has been ratified by the membership of the Union, is deemed acceptable to the County.

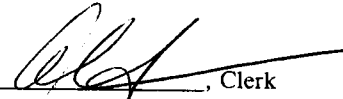
NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The aforesaid Memorandum of Agreement which is reflected in a Memorandum now on file in the Office of the Clerk to this Board, is hereby approved and ratified.
3. This resolution shall take effect immediately.

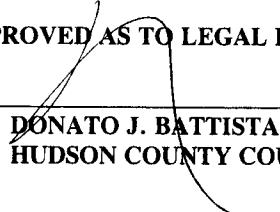
Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	✓				O'Dea	✓			
DiDomenico	✓				Rivas	✓			
Dublin	✓				Rivera	✓			
Fitzgibbons	✓				Chairman Liggio	✓			
Lange				✓					

SOURCE:
Finance & Administration
RM: gw

It is hereby certified that at the regular meeting of the Board of Freeholders of the County of Hudson held on the 12 day of April A.D. 2007, the foregoing resolution was adopted with members voting in the affirmative and in the negative.


Clerk

APPROVED AS TO LEGAL FORM

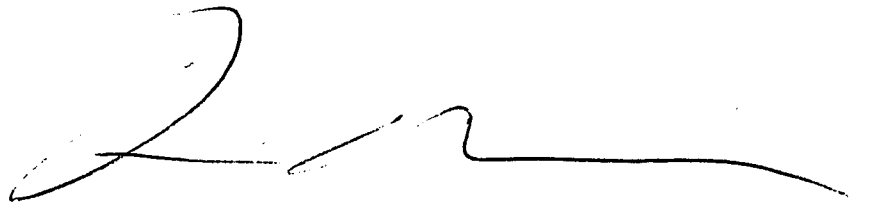
BY: 
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

**SIDEBAR AGREEMENT
FOR 5-2 PAY & UNIFORM PAY**

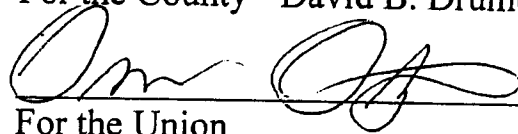
BETWEEN

**THE COUNTY OF HUDSON
AND
PBA 109A CORRECTION OFFICER SUPERIORS**

For all Superior Correction Officers presently being paid one lump sum payment in January for 5-2 Pay and Uniform Pay, the Union and the County agree that beginning January 1, 2006, their payments will be instead incorporated into their base salary. The payment for 2005 will be paid during January of 2006 pursuant to the prior Agreement.



For the County - David B. Drumeler



For the Union

1-3-06
DATED:

ARTICLE III

HOLIDAYS

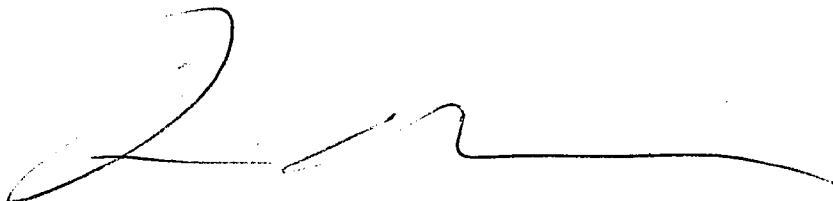
- 3.1 The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of his Agreement unless it is increased by the County.
- 3.2 All bargainin unit employees shall receive fourteen (14) paid holidays, which shall be as follows;
- | | |
|------------------------|-----------------------|
| 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 | Undesignated 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 15th, 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 Supterior 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, Shooping Day), an equal number of days will be granted to the members of the Association.

**SIDEBAR AGREEMENT
FOR 5-2 PAY & UNIFORM PAY**

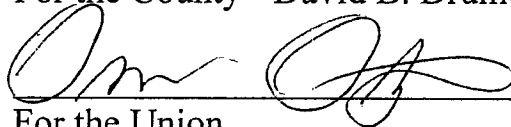
BETWEEN

**THE COUNTY OF HUDSON
AND
PBA 109A CORRECTION OFFICER SUPERIORS**

For all Superior Correction Officers presently being paid one lump sum payment in January for 5-2 Pay and Uniform Pay, the Union and the County agree that beginning January 1, 2006, their payments will be instead incorporated into their base salary. The payment for 2005 will be paid during January of 2006 pursuant to the prior Agreement.



For the County - David B. Drumeler



For the Union

1-3-06
DATED: