

**MEMORANDUM OF AGREEMENT**

The **COUNTY OF HUDSON** (“County”) and **PBA LOCAL NO. 334, SHERIFF’S OFFICERS** (“Union”) hereby enter into this Memorandum of Agreement (“Agreement”) with respect to the modifications, amendments and additions to the collective bargaining agreement between the County and the Union from January 1, 2016 to December 31, 2020 (“CBA”). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

**1. Duration:**

January 1, 2021 to December 31, 2025 – Five (5) year contract.

**2. Union Security and Agency Shop:**

Consistent with Janus v. AFSCME, delete from CBA all references to agency/representation fees in Article XX (F) Dues Check-Off.

**3. Wages:**

Article II salaries, sections 1 a.,b.,c.,d., e. and f. are modified as:

a. Effective January 1, 2021 all officers within the Negotiations Unit represented by PBA 334 shall receive a 2% across the board salary increase applied to each salary step. In addition, all Officers who are not already at top step of the salary schedule as of December 31, 2020 shall move one step on the salary schedule, effective January 1, 2021.

b. Effective January 1, 2022 all officers within the Negotiations Unit represented by PBA 334 shall receive a 2.75% across the board salary increase applied to each salary step. In addition, all Officers who are not already at top step of the salary schedule as of December 31, 2021 shall move one step on the salary schedule, effective January 1, 2022.

c. Effective January 1, 2023 all officers within the Negotiations Unit represented by PBA 334 shall receive a 2.75% across the board salary increase applied to each salary step. In addition, all Officers who are not already at top step of the salary schedule as of December 31, 2022 shall move one step on the salary schedule, effective January 1, 2023.

d. Effective January 1, 2024 all officers within the Negotiations Unit represented by PBA 334 shall receive a 2% across the board salary increase applied to each salary step. In addition, all Officers who are not already at top step of the salary schedule as of December 31, 2023 shall move one step on the salary schedule, effective January 1, 2024.

e. Effective January 1, 2025 all officers within the Negotiations Unit represented by PBA 334 shall receive a 2% across the board salary increase applied to each salary step. In addition, all Officers who are not already at top step of the salary schedule as of December 31, 2024 shall move one step on the salary schedule, effective January 1, 2025.

f. The attached salary schedule shall be the new Appendix "A" referred to above in paragraphs section 1 a.,b.,c.,d., and e.

Salary increases are retroactive to the above applicable effective dates and apply to all current officers within the Negotiations Unit of the Union currently employed with the County.

Article XXXII (Step Language) shall only be modified in the first paragraph starting with, "A Salary Step System providing..." and ending at "...the January 1, 2016 through December 31, 2020 Collective Bargaining Agreement between the parties" to reflect the new contract term of "January 1, 2021 to December 31, 2025."

#### **4. Proration of Leave Days:**

Add the following proration of leave language to Articles XIV (Vacation), XXVI (Personal Days) and X (Sick Leave):

All yearly time for sick, personal, and vacation (the "benefits") provided for in this contract is based upon an employee being in paid status during the period of time for which the benefits are given. All benefits will be prorated based upon time worked during the entire year. In the event that an employee is not in paid status for the full year then the benefits will be prorated so that the employee will only earn benefits for the period of time the employee is in paid status. While an employee will continue to be credited with the benefits as of January 1 of each year of the contract, an employee shall not be deemed to have earned those benefits unless the employee is on paid status for the period of time represented by the prorated benefits. Should an employee take benefits the employee did not earn and the employee has nevertheless exhausted those benefits, then the employee will be required to either repay the benefits or deduct the benefits from time earned in future years. This section on proration of leave days is effective January 1, 2023.

With respect to Article X A. 4 (Sick Leave), the language is deleted and replaced with the above language.

#### **5. Vacation Leave Days:**

Add new section 6. to Article XIV (Vacation) as follows:

Consistent with civil service law, vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in that calendar year is forfeited. The only exception is if the vacation request is denied by the Sheriff or his designee for business reasons and cannot be rescheduled for that year. In such case, the vacation leave that is denied may be carried over to the next succeeding calendar year but must be scheduled and used in the next year or it is forfeited.

**6. Article II, section 3 EMT stipend:**

Increase annual EMT stipend from \$1,000 to \$2,000 effective January 1, 2022.

**7. Article III, section A clothing allowance:**

Add a new sentence at the end of the paragraph in section A to reflect, “Effective December 31, 2022, the clothing allowance is eliminated from the contract, and the amount will be included into base salary.”

**8. Article V (Detectives-Process Servers Overtime-Mileage):** Delete “B” in its entirety.

Replace B with the following language: “Any process server who is required by management to utilize their personal vehicle in the performance of process server duties will receive upon submission a vehicle mileage expense reimbursement at the then current IRS mileage rate.”

Effective October 1, 2022, all detectives currently at \$1300 per annum shall move to the \$2000 per annum stipend currently received by those Sheriff’s Officers assigned as Detective II, and there no longer will be two Detective levels. Effective January 1, 2023, the per annum Detective stipend shall increase to \$2500.

**9. Article VI (Work Hours):**

For section K. 1.d. Delete “Consequently, officers not currently assigned to the Patrol Bureau shall not be assigned thereto, unless a formal, written request is submitted by the officer seeking to be assigned” and add the following language in its place, “The Sheriff shall have discretion to assign Sheriff’s Officers to the Patrol Bureau. The Sheriff shall provide notice of at least 72 hours to a Sheriff’s Officer who is being assigned to the Patrol Bureau.”

**10. Article XVI, section B (Funeral Leave):**

Add “son-in-law” and “daughter-in-law” to the list of “immediate family.”

**11. Article XXX, (Off Duty Rates):**

Effective January 1, 2023, the off duty rate set forth in section B shall be increased to \$55.

Effective January 1, 2023, the off duty rate set forth in section D shall be increased to \$55.

Effective January 1, 2023, the off duty rate set forth in section E shall be increased to \$70.

Effective January 1, 2023, the off duty rate set forth in section F shall be increased to \$65.

**Miscellaneous:**

(a) This Memorandum of Agreement contains the entire agreement of the parties.

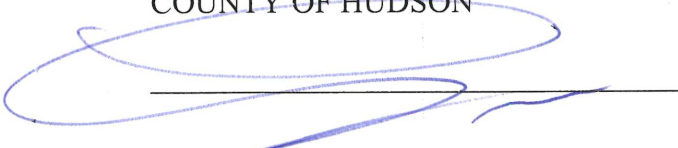
(b) This Memorandum of Agreement is subject to ratification by the Hudson County Board of County Commissioners and by the membership of the Union. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals.

(c) The County shall prepare a collective bargaining agreement incorporating this Memorandum of Agreement.

(d) The parties agree to recommend that their respective principals ratify this Memorandum of Agreement.

COUNTY OF HUDSON

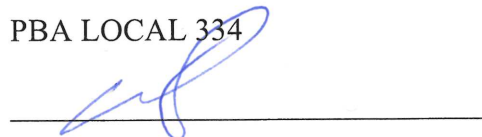
PBA LOCAL 334



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