

MEMORANDUM OF AGREEMENT

The **COUNTY OF HUDSON** ("County") and **PBA LOCAL NO. 109A, COUNTY CORRECTIONAL POLICE SUPERIOR 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, 2018 to December 31, 2022 ("CBA"). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

1. Duration:

Five (5) years. January 1, 2023 to December 31, 2027.

2. Union Security and Agency Shop:

Consistent with Janus v. AFSCME, delete sections 2.3 and 2.5 from CBA in Article II (Union Security).

3. Salary and Overtime:

a. Article XIII shall be revised to reflect the new salary as set forth in attached Exhibit A, which is incorporated into this Agreement and made a part thereof. For all employees assigned to a 12-hour shift, those employees will also be compensated for the additional one hundred and four (104) hours at straight time derived from the additional hours associated with a 12-hour shift with the hourly rate based upon 2184 work hours (2080+104). The salary is also applicable to those employees who staff an 8-hour shift post and are required to perform two extra work hours during every workweek. This is agreed to so all members earn the same salary per this agreement.

Employees will receive at least thirty (30) days of notice prior to being assigned to a different shift.

Add as new section:

b. Both the Union and the County agree to the Section 7(k) FLSA exemption for payment of overtime on a "work period" basis, and employees on the 12-hour shift will receive overtime only after 84 hours worked during a 14-day work period. This section is also applicable to those employees who staff an 8-hour shift post and are required to perform two extra work hours during every workweek.

c. Modify the remainder of Article XIII as well as all other articles in the CBA, including but not limited to Article XVII (Work Schedule and Shift Bidding) to reflect the 12-hour shift.

d. The Director of the Hudson County Department of Corrections & Rehabilitation ("Director") shall set the squads, hours of the 12-hour shift and the days on and off for the 12-hour shift. The 12-hour shifts shall be 5AM to 5PM and 5PM to 5AM, and said squads and days on and off for such shifts shall be contained as a schedule appended to this Agreement and identified as Exhibit B.

B. The Director shall also designate which post assignments will have an 8-hour shift for those employees who are required to perform two extra work hours during every workweek and said 8-hours posts shall be contained as a schedule appended to this Agreement and identified as Exhibit C.

4. Holiday Pay:

Article III, section 3.3 and Article XIII, section 13.15 shall be revised to reflect that only those employees who are currently receiving the "10 days' pay added to their base salary" or those employees who will have satisfied the conditions set forth in section 13.15 during the term of the new CBA (January 1, 2023 to December 31, 2027) will be entitled to have the 10 days' pay added to their base salary in addition to the base salary

5. Leave Days 12-hour shift conversion:

All vacation, sick and personal leave days will be converted. For example, an employee receiving 15 vacation days under the prior 8-hour shift schedule will receive 10 vacation days under the new 12-hour shift schedule. This shall reflect a conversion of hours.

6. Shift Bidding:

There will be an annual shift bid inclusive of posts followed by subsequent bids as positions open up and promotions are made based on seniority. The Director shall determine, in the Director's sole discretion, which posts are not subject to bidding and said posts shall be contained as a schedule appended to this Agreement and identified as Exhibit D.

7. Reciprocal Days/Shift Swapping:

The "one per week" limitation shall be removed from Article XVII, section 17.4.

8. Training:

The Director, staffing permitting, will provide job related training to no less than ten (10) employees annually. The Director, in the Director's sole discretion, shall determine the job related training.

9. Mandatory Overtime and Overtime list:

An employee, unless exigent circumstances exist, will not be required to perform mandatory overtime before the employee's regular day off or before the employee's leave day (vacation and personal leave).

If the County improperly bypasses an employee on the voluntary overtime list under Article XIII, section 13.6, the employee's name shall be placed at the top of the overtime list for the next available overtime opportunity.

Involuntary overtime shall be derived from an inverse list of seniority within each rank.

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 109A

[Signature]
Director

Sir. Michael Arrigo

6/23/2023

[Signature]

6/26/23

Union
Relatives

6/22/23

[Signature] 6-27-23

Exhibit A

	2023	2024	2025	2026	2027
Sergeant	\$ 128,828	\$ 134,221	\$ 139,014	\$ 143,808	\$ 148,602
Lieutenant	\$ 135,256	\$ 140,918	\$ 145,951	\$ 150,984	\$ 156,017

[Handwritten signature]
6/1/23

[Handwritten signature]
6/25/2023

[Handwritten signature]
6/12/23

[Handwritten signature]
6-27-23

12 HOUR SHIFT CALENDAR, SQUADS 1&2

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
OFF SQ1	OFF SQ1	ON SQ1	ON SQ1	OFF SQ1	OFF SQ1	OFF SQ1
ON SQ1	ON SQ1	OFF SQ1	OFF SQ1	ON SQ1	ON SQ1	ON SQ1
ON SQ2	ON SQ2	OFF SQ2	OFF SQ2	ON SQ2	ON SQ2	ON SQ2
OFF SQ2	OFF SQ2	ON SQ2	ON SQ2	OFF SQ2	OFF SQ2	OFF SQ2

[Handwritten signature]
10/23/2023

St. M. Arino
ASTMA
6122/23

[Handwritten signature]
6-27-23

12 HOUR SHIFT CALENDAR, SQUADS 3&4

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	OFF SQ3	OFF SQ3	ON SQ3	ON SQ3	OFF SQ3	OFF SQ3	OFF SQ3
	ON SQ3	ON SQ3	OFF SQ3	OFF SQ3	ON SQ3	ON SQ3	ON SQ3
	ON SQ4	ON SQ4	OFF SQ4	OFF SQ4	ON SQ4	ON SQ4	ON SQ4
	OFF SQ4	OFF SQ4	ON SQ4	ON SQ4	OFF SQ4	OFF SQ4	OFF SQ4

[Handwritten signature]
01/23/2023

[Handwritten signature]
1/25/23

[Handwritten signature]
6-27-23

Exhibit C:

The following posts will be on an 8-hour schedule and work an additional 24 minutes per day to total 84 work hours per pay period:

Lieutenants:

- Administrative Lieutenant (Internal Affairs)
- Administrative Lieutenant (Policy & Compliance)
- Administrative Lieutenant (Buildings & Grounds)
- Administrative Lieutenant (Programs & Technology)
- Unit Managers (1-5)

Sergeants:

- Building & Grounds
- Classification
- Medical Services Custody Liaison
- Administration
- Intelligence Bureau
- Disciplinary
- TCB

[Handwritten signature]
6/26/23

[Handwritten signature]
6/23/2023

Sgt. M. Arriva
S, MT
6/22/23

[Handwritten signature]
6.27.23

Exhibit D:

The following posts are not subject to bidding:

Lieutenants:

- Administrative Lieutenant (Internal Affairs)
- Administrative Lieutenant (Policy & Compliance)
- Administrative Lieutenant (Buildings & Grounds)
- Administrative Lieutenant (Programs & Technology)
- Unit Managers (1-5)

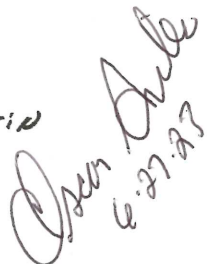
Sergeants:

- Building & Grounds
- Classification
- Medical Services Custody Liaison
- Administration
- Intelligence Bureau
- Disciplinary
- TCB


6/26/23


6/23/2023

Dgt. M. Accia
SS MT
6/22/23


6-27-23