OFFICE OF THE HUDSON COUNTY PROSECUTOR

595 NEWARK AVENUE
JERSEY CITY, NEW JERSEY 07306

ESTHER SUAREZ
PROSECUTOR

TELEPHONE: (201) 795-6400
FAX: (201) 795-3365

January 25, 2024

VIA ELECTRONIC MAIL ONLY
Opra+request-57287-b5f326a1@requests.opramachine.com

Re: January 17, 2024 OPRA and Common Law Request for Current Agreement(s) Between HCPO and Detectives/Investigators of the HCPO

Dear Mike:

The Hudson County Prosecutor's Office (HCPO) is in receipt of your above request under the New Jersey Open Public Records Act, **N.J.S.A. 47: 1A-1, et. seq.** and Common Law. (Copy is attached for your easy reference.)

In response to your request, attached please find the current CBA between the HCPO and PBA Local 232 (Investigators). You also asked for this information under the Common Law right of access. Since the records requested have been produced, any discussion of the Common Law is moot.

The Hudson County Prosecutor's Office reserves the right to raise any other grounds in support of this response. The failure of the Hudson County Prosecutor's Office to assert any exception, exemption or privilege does not act as a waiver of any ground for denial.

As with any OPRA request, you have the right to challenge the HCPO's determination. At your option, you may either file a complaint in writing with the Government Records Council (GRC), located in the Department of Community Affairs, or institute a proceeding in the Superior Court.

Very truly yours,
ESTHER SUAREZ
Prosecutor of Hudson County

By: ______________________
JOHN P. LIBRETTI
Chief of Civil Litigation Unit

JL/
Enclosures
c. Office of the Hudson County Counsel

OPRA

From: Mike <opra+request-57287-b5f326a1@requests.opramachine.com>
Sent: Wednesday, January 17, 2024 11:03 AM
To: OPRA
Subject: OPRA request - Current Contract Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Hudson County Prosecutor's Office,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.
Records requested:

I am respectfully requesting a copy of the most recent and/or current contract agreement including but not limited to any Memorandum(s) of Understanding (MOU) or Memorandum(s) of Agreement (MOA) between the Hudson County Prosecutor/County of Hudson and the Detectives/Investigators of the Hudson County Prosecutor's Office.

Yours faithfully,

Mike

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-57287-b5f326a1@requests.opramachine.com

Is opra@hcpo.org the wrong address for OPRA requests to Hudson County Prosecutor's Office? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=hcpo
Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:
https://opramachine.com/help/officers

View this OPRA request & responses online:
https://opramachine.com/request/current_contract_agreement_2

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE OFFICE OF THE HUDSON COUNTY PROSECUTOR

AND

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 232
(INVESTIGATORS)

JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

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INTRODUCTORY STATEMENT

THIS AGREEMENT, is made and entered into this 1st day of January, 2018 by and between the OFFICE OF THE HUDSON COUNTY PROSECUTOR, ("Prosecutor"), located at 595 Newark Avenue, Jersey City, New Jersey, and The Policemen's's Benevolent Association Local No. 232, ("PBA"), with its offices at 595 Newark Avenue, Jersey City, New Jersey, acting herein on behalf of the Prosecutor's Investigators now employed and hereafter to be employed (Employees).

WITNESSETH:

WHEREAS, the Prosecutor recognizes the PBA as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Prosecutor and the PBA ("Parties") hereto agree as follows:

ARTICLE I

RECOGNITION

1. The Prosecutor recognizes the PBA as the sole and exclusive representative of the Employees(which are the sworn law enforcement Investigators) below the rank of Sergeant, excluding confidential employees, managerial executives, Prosecutor's Agents, supervisory employees, non-police employees, craft employees, professional employees, and all others in the Prosecutor's Office.

ARTICLE II

PBA SECURITY

1. All Employees covered by this Agreement may join the PBA and become members of the PBA.

2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the Parties recognize that Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the PBA or to refrain from any such activity.

ARTICLE III

PLEDGE AGAINST DISCRIMINATION AND COERCION

1. The provisions of this Agreement shall be applied equally to all Eemployees, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation, or political affiliation.

2. The Prosecutor agrees not to interfere with the right of the Employees to become members of the PBA. There shall be no discrimination, interference, restraint, or coercion by the Prosecutor, or by the Prosecutor's representatives, against any Employee because of PBA membership. The PBA agrees not to interfere with the right of Employees not to become members of the PBA, and that there shall be no discrimination, interference, restraint, or coercion by the PBA or its representatives against any Employee because of non-membership.

ARTICLE IV

LONGEVITY

1. Commencing on January 1, 2018 Employees shall receive longevity in accordance with the following schedule

A. For Employees with more than five (5) years of service, but not more than ten (10) years of service -$500.00 per annum;

B. For Employees with more than ten (10) years of service, but not more than fifteen (15) years of service -$700.00 per annum;

C. For Employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - $900.00 per annum;

D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - $1,100.00 per annum;

E. For Employees with twenty-five (25) years of service - $1,300.00 per annum.

2. The longevity program shall be implemented only for full-time Employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

3. In accordance with current practice, annual longevity shall be paid in pro rata amounts in the Employee's regular pay check, in addition to base salary.

ARTICLE V

SALARIES

1. Base salaries for Employees covered by this Agreement in years 2018, 2019, 2020, 2021 and 2022 shall be as set forth in the Salary Chart annexed hereto as Appendix "A"("Salary Chart").

2. The Salary Chart reduces the total number of Steps from 10 (in the previous collective bargaining agreement) to 9 for the entire duration of this Agreement.

3. In year 2018 the Employees will be placed in the Steps as follows:

Employees in Step 1 in 2017 will be Step 1 in 2018
Employees in Step 2 in 2017 will be Step 2 in 2018
Employees in Step 3 in 2017 will be Step 3 in 2018
Employees in Step 4 in 2017 will be in Step 4 in 2018
Employees in Step 5 in 2017 will be in Step 5 in 2018
Employees in Step 6 in 2017 will be in Step 5 in 2018
Employees in Step 7 in 2017 will be in Step 6 in 2018
Employees in Step 8 in 2017 will be in Step 7 in 2018
Employees in Step 9 in 2017 will be in Step 8 in 2018
Employees in Step 10 in 2017 will be in Step 9 in 2018

4. Step Movement will occur in years 2019, 2020, 2021 & 2022. Step Movement is defined as the advancement from the Employees' current step to the next higher step on the Salary Chart.

5. Employees hired at the Academy Rate will move to Step 1 upon their successful graduation from the Academy.

6. As set forth in the Salary Chart, the salaries at each step shall increase as

follows:

2% Effective January 1, 2019
2% Effective January 1, 2020
2% Effective January 1, 2021
2% Effective January 1, 2022

7. The Prosecutor, in his or her sole discretion, may declare any Employee a "Senior Investigator" with a salary of up to 5% beyond the salary level provided at Step 9 of the Salary Chart for any investigator with at least ten (10) years law enforcement experience and with at least four (4) years experience with the Hudson County Prosecutor's Office. The number of Senior Investigators shall not exceed twelve(12) unless there is a mutual agreement between the Prosecutor and the PBA to exceed that number.

Upon appointment, the Prosecutor shall provide written notice of the terms of that appointment to the PBA.

8. The Prosecutor reserves the right to grant, in the Prosecutor's sole discretion, advanced salary level placement to any newly-hired employee. In other words, the Prosecutor may place a newly hired Employee on any level of the Salary Chart that the Prosecutor, in his or her sole discretion, deems appropriate.

9 The Prosecutor shall retain the right to provide additional salary and shall have the right to withhold an increment based on his or her assessment of less than satisfactory performance. The Prosecutor may also reinstate a

withheld increment in the Prosecutor's discretion at any time.

10. Employees shall be paid bi-weekly. Bi-weekly pay shall be computed by dividing the Employee's regular annual salary by the number of pay periods in the then current year. All Employees shall receive their full bi-weekly paychecks on Friday falling two weeks after the Friday on which the pay period ended. New Employees shall receive their paychecks on a two week lagging basis immediately upon hire.

11. The Prosecutor, in his or her sole discretion, may withhold the salary level increment from any employee who was absent without pay more than thirty days per calendar year in which case the Employee will remain at his or her prior salary. Any Employee who has had a salary increment restored pursuant to this Section may have the withheld increment restored in subsequent years, at the Prosecutor's sole discretion.

12. The County of Hudson ("Employer") will initiate a direct deposit plan for salary checks. The County shall have the authority to establish a program in which all bargaining unit Employees compensation will be directly deposited into a financial institution and immediately available to Employees on payday, at no cost to Employees. The early release of paychecks and the advancement of vacation checks is not permitted.

13. During the term of this Agreement, should the New Jersey Legislature pass any law that directly or indirectly impacts the terms and working conditions of employment, the Union and the Employer agree to abide by

such legislation unless such legislation does not preempt negotiations and creates a mandatory bargaining obligation on the parties.

14. While the Sariary Chart shall, unless agreed to otherwise, remains without change upon the expiration of the agreement, Step Movement shall not occur beyond the contract expiration date of the Agreement in the absence of a new collective bargaining agreement.

ARTICLE VI

HOURS OF WORK, OVERTIME AND RECALL

1. Overtime shall be compensated at the rate of time and one-half, for any work performed in excess of any eight (8) hours per day or more than forty (40) hours work week.

2. Time worked on holidays shall be compensated at the rate of time and one-half.

3. The term, "regular rate of pay" shall be defined as the Employee's annual base salary plus longevity and Educational Incentive entitlement where applicable, divided first by fifty-two (52) weeks per year, then divided by forty (40) hours per week.

4. The "work period" for purposes of overtime compensation shall be seven (7) days. For each Employee, the work period for purposes of overtime compensation shall commence 12:00 a.m. on the morning of Saturday, and shall terminate at 11:59 p.m. on the evening of the following Friday.

5. Once an Employee reaches the $7,500 overtime compensation ceiling in a given year, any further overtime worked during that calendar year shall be compensated by way of paid compensatory time off. However, the Prosecutor, in his or her sole discretion, may choose to provide paid compensation rather than compensatory time off. The calculation and rules

pertaining to this compensatory time are as follows:

A. Paid time compensatory time shall be provided at the rate of one and one-half hours earned for every hour worked beyond forty (40) hours during a given seven (7) day work period.

B. Employees shall be permitted to utilize their paid compensatory time within a reasonable period after making a request for such use, provided such use does not unduly disrupt Prosecutor's operations.

C. An Employee may accrue and/or bank a total of no more than 480 paid compensatory hours at any one time.

D. Accrued, unused paid compensatory hours earned or accrued pursuant to Article VI, paragraph 5, shall be cashed out to the Employee upon termination of or separation from employment. Such compensatory hours shall be cashed out at the employee's final regular rate of pay, or the average regular rate of pay received by the Employee during his or her final three years of employment, whichever is higher. Only compensatory hours earned, accrued or banked pursuant to Article VI, paragraph 5, shall be cashed out upon termination of employment.

6. If an Employee reaches the $7,500.00 overtime compensation ceiling in a given calendar year, and also has accrued and/or banked 480 compensatory hours under Section C, above, he or she shall work no further overtime during that calendar year without the express consent of the Prosecutor. The Prosecutor shall retain the sole discretion, on a case by case

basis, to authorize payment of overtime compensation beyond the $7,500.00 calendar year ceiling in such cases.

7. Employees will not be directed to take days off from duty for the sole purpose of avoiding overtime compensation.

8. All overtime pay shall be paid not later than the second regular payroll date following the day the overtime is actually worked.

9. Compensatory time earned for overtime worked prior to January 1, 1993, shall remain available for the Employee's use with special permission from the Prosecutor. However, under no circumstances shall such compensatory time for overtime worked prior to January 1, 1993 be cashed out to the Employee. Further, no Employee shall be permitted to utilize such compensatory time for overtime worked prior to January 1, 1993 until he or she has first exhausted any compensatory time he or she may have earned or accrued under Section 5D of this Article.

10. The Prosecutor is authorized to issue to Employees a periodic summary listing the amount of vacation time, sick days, pre-1993 compensatory time, and compensatory time earned under Article VI, paragraph 5, that the Employee has on record. Nothing stated in any such periodic summary shall in any way affect or modify any provision of this Agreement pertaining to the circumstances under which compensatory time may or may not be cashed out. Nothing stated in any such periodic summary

shall in any way be read to allow Employees to cash out compensatory time earned for overtime worked prior to January 1, 1993.

11. Whenever an Employee:

a. is assigned to a unit that regularly utilizes an "On-Call" schedule; and

b. is actually placed on an "On-Call" schedule; and

c. is ready and able to perform all "On Call" duties and

responsibilities then said Employee shall be paid (in addition to any overtime entitlement as defined by Article VI) a monthly "On-Call" stipend as follows:

<u>Employee Placed on One "On-Call" Schedule:</u>

Employees who are actually placed on one "On-Call" schedule and perform a minimum of 1 week and a maximum of a full calendar month of "On-Call" duty during a calendar month $200 per month

<u>Employees Placed on Two or More "On-Call" Schedules:</u>

Employees who are actually placed on two or more "On-Call" schedules and perform a minimum of 2 weeks and a maximum of a full calendar month of "On-Call" duty during a calendar month $300.00 per month

12. Whenever an Employee is called out to duty during non-scheduled hours overtime calculations shall begin from the time of the Employee's call out notification, not to exceed one hour of preparation and travel time.

13. Sick leave days will not count as hours worked for overtime purposes after the fifth (5th) sick day in a calendar year.

ARTICLE VII

HOLIDAYS

1. Employees shall be entitled to the following paid holidays each year:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Thanksgiving Day Friday
	Christmas Day

2. Recognizing that it is not possible for all Employees to be off on the same day, the Prosecutor shall have the right to require an Employee to work on any of the above holidays. herein specified.

3. In the event an Employee is required to work on any of the above holidays, or a day that has been declared a holiday by the President of the United States, Governor of New Jersey or Hudson County Executive, the Employee shall be paid at a premium rate of one and one-half times his/her regular rate of pay for all hours worked on the holiday.

4. If any of the above holidays fall upon a Saturday, the holiday will be celebrated on the immediately preceding Friday. If any of the above holidays fall upon a Sunday, the holiday will be celebrated on the immediately following Monday. If the date of celebration of a holiday falls on a day the Employee is scheduled to be off duty, the Employee shall be

provided an alternative day off. The alternative day off shall be taken on a date approved by the Prosecutor.

5. Absence Before and After Holiday:

An Employee who is absent from work due to illness the day before and/or the day following a holiday shall not be paid for the holiday unless he or she has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate excusing the Employee from work. 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 or she is employed in either status.

ARTICLE VIII
VACATIONS

1. All Employees with one or more full years of service in the Office of the Hudson County Prosecutor shall receive 20 days vacation annually. Upon completion of twenty (20) years of sworn law enforcement experience an employee shall be entitled to one (1) additional vacation day for each completed year over twenty years to a maximum of twenty-five (25) annual total vacation days.

2. During the first calendar year of employment, Employees shall accrue vacation at a rate of 1 day per month worked. During the final calendar year of service, employees shall receive vacation on a prorated basis. Employees who work less than a full calendar year also shall receive vacation on a prorated basis.

3. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Prosecutor, with the Prosecutor having

full and final authority to approve or deny any vacation request.

4. Unless good cause is shown, the Prosecutor shall respond to the employee's vacation request within 7 days after deadlines established by the Prosecutor for submission of vacation requests. No vacation request shall be honored unless it is submitted 10 days in advance; provided, however, that the Prosecutor may waive this requirement on a case by case basis in his sole discretion.

5. Vacation pay shall be based upon the employee's regular pay. The practice of fronting vacation pay prior to taking vacation shall cease.

6. An employee whose employment is terminated shall receive a cash payment for all unused vacation time. The vacation time payable for the calendar year in which the employee is terminated shall be calculated on a pro-rated basis.

7. The Prosecutor will allow an employee to carry no more than five (5) days unused vacation from one calendar year to the next. No more than five (5) unused vacation days will carry over automatically if not

used. In all other cases, vacation time not utilized in a given calendar year shall be lost. Under no circumstances may an Employee be entitled to or use more than twenty-five (25) vacation days in any given calendar year.

8. Upon retirement, an Employee shall be entitled to His or Her full complement of vacation time for the retirement year. This section shall not apply to any employee who utilized early retirement under any early retirement legislation that had been enacted into law on or prior to the date of execution of this collective negotiations agreement. In this instance, the payment of unused vacation time will be as set forth in paragraph six (6) of this article.

ARTICLE IX

SICK LEAVE

1. Any Employee who contracts or incurs any sickness or disability which renders such Employee unable to perform his or her duties may receive sick leave with pay as follows:

A. Any Employee shall be afforded sick leave on the basis of one (1) working day per month, up to the end of the first calendar year, and fifteen (15) days for each calendar year thereafter.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. To be eligible for benefits under this Article, an Employee who is absent must notify the Prosecutor's Human Resources Unit and his or her supervisor as soon as possible before the start of his or her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. If the immediate supervisor is not available, the Employee must notify the next available supervisor as soon as possible, but no later than before the start of his/her regularly scheduled work day.

4. Sick days not taken by an Employee in any one year shall then accumulate from year to year, without limit.

5. Employees who have been on sick leave may be required to be examined by a physician designated by the Prosecutor before being permitted to return to duty.

6. If an Employee resigns, is terminated, separated or is laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him or her at the time of resignation, termination, separation or layoff.

7. The Prosecutor reserves the right to unilaterally adopt, implement and apply work rules pertaining to sick leave abuse, excessive absenteeism, tardiness, and verification of sick leave.

ARTICLE X

PAID LEAVE

Employees shall be entitled to paid leave as follows:

1. Funeral Leave

A. Employees shall be entitled to up to three (3) days paid leave for each death in the Employee's immediate family, to be taken between the date of death and the date of the funeral, inclusive, for the sole purpose of attending funeral and/or memorial services.

B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, brother, wife, husband, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepmother, stepfather, stepson, stepdaughter, stepsister, and stepbrother.

C. One (1) day of paid funeral leave shall be permitted in the case of the death of the Employee's aunt or uncle, to be taken on the date of the funeral or memorial service, provided said funeral or memorial service falls on a day the Employee would otherwise be scheduled to work.

D. The Prosecutor shall have the

discretion to grant or extend funeral leave, with or without pay, in cases involving special circumstances, and shall have the further discretion to adopt rules pertaining to verification of funeral leave use and abuse of funeral leave.

2. <u>Jury Duty</u>

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously handicap or impair, in any way, the operation of his/her position, the Employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.

C. The Employee will receive pay during the period of jury service equal to his regular wages minus jury earnings. A statement of jury earnings and time served must be supplied by the Employee to the County to allow verification of same.

D. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except that Employees shall not be required to report back to work if there are less than four (4) hours remaining in their work shifts.

3. Personal Leave

Each Employee may utilize not more than two (2) personal leave days per year for use in cases of a legitimate personal need that cannot be attended to during off duty hours. Personal leaves shall be subject to the prior approval of the Prosecutor or his designee, which approval shall not be unreasonably denied. An Employee shall be required to request the use of personal leave at least one week in advance of such personal leave, except in cases of emergency. Personal days are available for use by Employees for cases of legitimate personal need; however, they shall not be considered an earned benefit, shall not accumulate, and shall under no circumstances be cashed out to any Employee. Upon completion of four (4) years of service with the office each Employee shall be provided with three (3) annual personal leave days.

ARTICLE XI

WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work incurred injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. Said full pay shall be paid in the following manner: During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

2. An Employee shall be entitled only to one leave of absence with pay under this Article per injury or illness. Relapses or repeated episodes of disability arising from the same injury or illness shall not entitle the Employee to a new leave of absence under this Article, regardless of whether the Employee failed to exhaust his/her one-year entitlement, or extension thereof, for the injury or illness in

question.

3. In the event that an Employee does not receive a Workers' Compensation or disability check, the employee will receive his or her regular pay check from the Employer. Upon the Employee's receipt of a retroactive workers' Compensation, or disability payment the retroactive payment shall be deducted from the Employee's salary. However, to insure that an Employee receives a sufficient salary from which normal deductions (i.e., pension, pension loans, taxes, etc.) can be made, the amount of salary paid to the Employee shall be sufficient to cover such deductions. Should the amount of retroactive Workers' Compensation or disability payments to an Employee result in an overpayment pursuant to this Article, which is greater than the amount of salary needed to cover the above deductions, such overpayment will be deducted from the Employee's salary over a period of time sufficient to insure a salary adequate to cover the above deductions.

4. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably

require the said employee to present such certificates from time to time.

5. In the event the Employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

6. For the purposes of this Article, injury or illness incurred while the Employee is acting in any Prosecutor or Employer authorized activity, shall be considered in the line of duty.

7. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the Parties agree to be bound by the decision of an appropriate Workers' Compensation

judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

8. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the Parties.

ARTICLE XII
UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Child/Family Leave - Employees will be eligible for Child/Family leave in accordance with the New Jersey Family Leave Act and the federal Family and Medical Leave Act.

2. Military Leave - Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.

3. Medical/Personal Leave - Employees may be granted, in the Prosecutor's sole discretion, unpaid leaves of absence for medical or personal reasons for up to 12 months. Before being granted a medical leave, Employees must use all earned sick leave. Before being granted a personal leave, Employees must use all earned vacation leave.

4. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, or to accrue sick leave or vacation time.

ARTICLE XIII

RETIREMENT ALLOWANCE

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.

2. Upon retirement, an Employee shall receive a cash payment calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave, not to exceed ten thousand ($10,000.00) dollars maximum.

3. If the current budget does not permit immediate payment of the retirement allowance upon retirement, then such payment may be made after November 15, but in no event later than the following January.

4. If an Employee who meets the eligibility requirements for retirement dies while in the employ of the Prosecutor, the Prosecutor shall pay the Employee's retirement allowance to the Employee's estate.

ARTICLE XIV

INSURANCE

1. Employees shall receive the health, dental, prescription, life insurance, and retiree health insurance benefits made available by the County of Hudson to its Employees, subject to such terms, conditions, level of benefits, co-payment requirements, or deductible levels as the County may establish. It is understood that the Prosecutor and/or County possesses the sole right to select the insurance carrier, insurance program, and/or to self insure in its sole and absolute discretion, the sole right to establish or abolish insurance programs, and the sole right to fix the terms, conditions, levels of benefits, co-payment requirements and deductible levels for each insurance program; provided however, that there shall be no reduction in benefit levels during the life of this Agreement unless such reduction is first negotiated by the Prosecutor and the PBA. Effective 7/1/04 new Employees shall not have the traditional medical insurance option.

2. 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 a 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 change or the impact of any such change. In addition, no grievance against the County challenging any such change can be processed under the grievance procedures of the agreement or in any court of law or administrative agency. This provision does not preclude the PBA, an Employee or the Employer 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.

3. Base salary contributions towards the cost of health care insurance benefits shall be governed in all respects by the terms set forth in by legal authority and precedent.

ARTICLE XV

MANAGEMENT RIGHTS

1. The PBA and the Prosecutor agree that the provisions of this Agreement are limited to wages and working conditions of the Employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the Prosecutor's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to the public.

2. Subject to New Jersey Law certain managerial rights of the Prosecutor fall within the scope of the Prosecutor's authority to act unilaterally:

A. The right to determine the size of the work force, to initiate layoffs, and to abolish positions.

B. The right to promote, transfer, demote, reassign, and layoff Employees.

C. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology, work procedures and operations; to utilize new methods and equipment; and, to control the quality of services.

D. The right to subcontract all work, or any portion of the work, unilaterally and without discussion with the PBA.

E. The right to determine when and whether to fill job vacancies, and the procedure by which such vacancies shall be filled.

F. The right to evaluate jobs; to establish new positions, modify or combine existing positions; and, to reassign duties from job to job, both within and outside of the PBA collective negotiations unit.

G. The right to select and hire employees from any source.

H. The right to create, abolish, and amend work shifts, and to assign employees to work-shifts as deemed necessary or appropriate.

I. The right to determine and establish hours of work for Employees, and to determine when specific Employees shall report for duty.

J. The right to require overtime work, and to assign overtime work to such Employees as the Prosecutor shall select.

K. The right to evaluate the work performance of Employees at such time and in such manner as deemed appropriate by the Prosecutor, and to determine the procedures by which evaluations shall occur.

3. The Prosecutor retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the PBA or to obtain agreement concerning such rules from the PBA; provided, the PBA shall be notified prior to implementation, repeal or amendment of any work rule, and provided further that the Prosecutor shall adopt no rule which conflicts with any provision of this Agreement.

4. Any authority possessed by the Prosecutor under this Agreement may be delegated to any such other persons as the Prosecutor, in his or her sole discretion, may designate.

ARTICLE XVI
RESIGNATION AND DEATH

1. An Employee who resigns shall give the Prosecutor at least ten (10) business days advance notice.

2. In case of the death of an Employee, unused vacation entitlement, as well as any compensatory time accrued or banked under Article VI, paragraph 5 of this Agreement, shall be paid to the deceased Employee's estate.

ARTICLE XVII

NO STRIKE OR LOCKOUT

1. No Employee or Employees shall engage in any strike, sit-down, slow-down, sit-in, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office.

2. The PBA, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office occur, the PBA, within twenty-four (24) hours of a request by the Prosecutor, shall:

A. Publicly disavow such action by the Employees.

B. Advise the Prosecutor in writing

that such action by the Employees has not been called or sanctioned by the PBA.

C. Notify Employees of it's the Prosecutor's disapproval of such action and instruct such Employees to cease such action, and return to work immediately.

D. Post notices on the PBA Bulletin Boards advising that PBA disapproves such action, and instruct such employees to cease such action and return to work immediately.

4. The Prosecutor agrees that it the Prosecutor will not lock out Employees during the term of this Agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement. To the extent any clause or clauses shall be determined to be in violation of law, such clause or clauses shall be deemed null and void without impairing the validity and enforceability of the rest of the Agreement, including any provisions in the remainder of the clause, sentence or paragraph in which the offending language may appear.

ARTICLE XIX

SCOPE OF NEGOTIATIONS

1. The Prosecutor and the PBA acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement, which constitutes the complete Agreement of the Parties on all negotiable issues.

2. The Prosecutor and the PBA, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the Parties at the time they negotiated and signed this Agreement.

3. This Agreement constitutes the sole and exclusive source of Employee wages and benefits, and all Employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE XX

ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained in this Agreement herein shall be made by any Employee or group of Employees with the Prosecutor, and in no case shall it be binding upon the Parties hereto, unless such Agreement is made and executed in writing between the Parties.

ARTICLE XXI

PBA RIGHTS

1. Not more than three (3) PBA representatives may be excused from normal work duties in order to participate in negotiations for a successor Agreement if such negotiations are conducted during the representatives' normal work hours, provided that no interference or restriction of Prosecutor's Office operations or functions shall result. The Parties shall attempt to schedule negotiations during non-work hours whenever possible. The Prosecutor, in his or her sole discretion, may permit additional PBA representatives to be excused from normal work duties to participate in such negotiations.

2. The PBA President and/or his or her designee may be granted reasonable release time from his or her normal work duties to engage in PBA related activities, provided that the granting of such release time will in no way impede, restrict or interfere with the function and/or operation of the Prosecutor's Office.

The PBA President and/or his or her designee shall be subject to recall to normal work duties if the Prosecutor's Office operations so require.

The PBA President and/or his or her designee shall not leave the Prosecutor's Office premises during such release time without the approval of the Prosecutor or his or her designee.

3. The PBA President, State Delegate and two (2) alternates of the PBA shall be entitled to time off to attend conventions of the State Policemen's's Benevolent Association. Said time off shall be without loss of pay and shall be for the duration of the conventions in addition to reasonable travel time to and from.

4. The President and/or State Delegate shall be released from duty without loss of pay to attend State and County Policemen's's Benevelent Association meetings.

ARTICLE XXII

GRIEVANCE PROCEDURE

1. The term "Grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement, or a dispute concerning policies and management decisions affecting Employees, but does not mean a dispute involving the discipline or discharge of Employees.

2. Grievances shall be processed in accordance with the following procedure:

STEP ONE

Grievances shall be submitted in writing to the office of the Chief of Investigations within ten (10) days following the date upon which the Grievance occurred. The Grievance shall thereupon be discussed at a meeting consisting of the Employee involved, the PBA representative, and the Chief of Investigations or his or her designee. The meeting shall be conducted within fourteen (14) days from the date the Grievance is submitted unless the PBA and the Chief of Investigations agree to conduct the meeting at a later date.

STEP TWO

If a Grievance is not settled at the Grievance meeting described in Step 1, above, the PBA may, within five (5) days from the Grievance meeting, appeal the Grievance in writing to the Prosecutor, who shall respond to said

Grievance in writing within 10 days of his/her receipt of the Grievance appeal.

STEP THREE

If a Grievance appeal under Step 2, above, is denied, and only if the Grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the PBA may submit the Grievance to arbitration before an arbitrator appointed by the Public Employment Relations Commission. Such a request for arbitration must be submitted within five (5) days of the date upon which the Grievance appeal is denied by the Prosecutor. Grievances concerning policies or management decisions affecting employees may not be submitted to arbitration.

3. The designated arbitrator shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of the contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or amendment or supplement thereto. In rendering his or her written decision, the arbitrator shall indicate in detail his findings of fact-and reasons for making the award. The decision and award of the arbitrator shall be final and binding upon the Parties, and upon the grieving Employees. The costs

of the services of the arbitrator shall be borne equally by the Parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the Party incurring same. Each arbitration shall be limited to one Grievance unless otherwise agreed in writing by the Parties. Only the Prosecutor or the PBA may submit a Grievance to arbitration under this Article.

4. Employer Grievances: Any Grievance which the Prosecutor may have against the PBA shall be reduced to writing and submitted to the PBA. Representatives of the PBA and Prosecutor shall meet within fourteen (14) days from the date the Grievance is submitted unless the PBA and Prosecutor agree to conduct the meeting at a later date. If the Grievance is not resolved, the Prosecutor may submit the dispute to arbitration as provided in this Article.

5. The failure of a Grieving Employee or the PBA to file a Grievance, to appeal a Grievance, or to demand arbitration within the time periods contained in this Article shall constitute an absolute waiver of the Grievance and shall deprive the arbitrator of jurisdiction to hear the Grievance. The failure of the Prosecutor to answer a Grievance shall be deemed a denial of the Grievance on all applicable grounds.

6. The Parties hereby agree that any judicial action to compel compliance with the arbitration clause of-this contract, to confirm or enforce any arbitration award entered pursuant to this contract, or to vacate or modify any arbitration award entered pursuant to this contract, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1 et. seq.

7. Employees shall perform all duties as instructed even though they may feel aggrieved. During the pendency of any Grievance, the Employees affected by the Grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending Grievance, except where compliance would pose a direct threat to the life and safety of the Employees.

8. It is understood and agreed that a decision of the PBA not to exercise its right to request arbitration shall be final and binding upon all Employees, and it is further understood and agreed that the PBA and its designated representatives have the authority to settle any Grievance at any step.

9. Disputes involving the discipline or discharge of Employees shall not be subject to the Grievance and arbitration procedures contained in this Article.

10. Any time lost by a Grievant in the arbitration procedure shall not be compensated by the Prosecutor.

ARTICLE XXIII

NAME CLEARING HEARING

1. If an Employee is suspended without pay, fined or terminated from employment for alleged wrongdoing or misconduct, he or she shall be entitled to a name clearing hearing under the terms of this Article.

2. Prior to implementing the proposed suspension, fine or termination action, the Employee shall be provided with a written notice of the alleged wrongdoing or misconduct with which the Employee is charged, the proposed punitive action, and the Employee's right to request a name clearing hearing. The Employee's request for a name clearing hearing must be submitted in writing to the Chief of Investigations within five working days of the Employee's receipt of the notice of proposed suspension, fine or termination action. Such a hearing will be conducted before the Chief of Investigations.

3. The purpose of the name clearing hearing is to permit the Employee to respond to the charges against him or her and to clear any damage to the Employee's reputation. The Prosecutor shall not have the burden of proving

the validity of the charges, or that cause exists for the proposed suspension or termination.

4. The Chief of Investigations shall issue a written decision following the hearing. In cases of proposed suspensions of less than five day's duration, or fines amounting to less than five day's pay, the decision of the Chief of Investigations shall be final. In cases of proposed suspension or fines of five or more days duration and/or amount, and of proposed terminations, the Employee may appeal the Chief's decision to the Prosecutor, in writing, within five working days of the date of the Chief's decision, in which case the Chief's decision shall be final unless reversed or modified by the Prosecutor.

5. Employees may be represented at the name clearing hearing by an attorney or PBA representative. Employees shall have the opportunity to review the evidence supporting the charges, and to present and examine witnesses.

6. It is agreed that the procedures outlined in this Article apply only to cases in which an Employee is suspended, fined or terminated for alleged wrongdoing or misconduct. Nothing in this Article shall be construed to afford any Employee a contractual or property right, interest in, or

expectation of continued employment. Nothing in this Article shall be construed in any way to limit, repeal, or infringe the Prosecutor's right, pursuant to State law, to remove any employee at any time, at the Prosecutor's pleasure.

ARTICLE XXIV

DUES DEDUCTIONS

1. Upon receipt of a written authorization from an Employee who has completed thirty (30) days of employment, the Prosecutor shall, pursuant to such authorization, deduct from the wages due said Employee, and remit to the PBA, regular monthly dues as fixed by the PBA.

2. The Prosecutor/Employer shall be relieved from taking dues deductions from an Employee's pay upon (a) termination or separation of employment; (b) layoff from work (c) an agreed unpaid leave of absence; or (d) revocation of the dues deduction authorization in accordance with applicable law. Notwithstanding (a), (b) and (c) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the Prosecutor/Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees who are rehired shall be governed by Paragraph 1 hereof.

3. The Prosecutor/Employer shall not be obliged to make dues.deductions of any kind from any

Employee who, during any dues month, has failed to earn sufficient wages to equal the dues otherwise payable.

4. It is specifically agreed that the Prosecutor/Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The PBA hereby agrees that it will indemnify and hold the Prosecutor and Employer harmless from any claims, actions or proceedings brought by any Employee arising from dues deductions. Once the deducted dues are remitted to the PBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

5. The Prosecutor/Employer agrees to furnish the PBA a monthly list containing the names of newly hired Employees, their addresses, social security numbers, work classifications and dates of hire; the names of terminated Employees, together with their dates of termination; and, the names of Employees on leaves of absence. The Prosecutor/Employer also will provide the PBA a monthly list of Employees from whom dues have been deducted, and from whom dues have not been deducted.

ARTICLE XXV

AGENCY SHOP

1. Upon the request of the PBA, the Prosecutor/Employer shall deduct a representation fee from the wages of each Employee who has not authorized the deduction of dues from his or her wages.

2. These deductions shall commence thirty (30) days after the beginning of sworn law enforcement employment in the unit, or ten (10) days after re-entry into said employment in the Prosecutor's Office.

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

4. The PBA agrees to indemnify and hold the Prosecutor/Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Prosecutor/Employer shall remit the deducted representation fees to the PBA monthly.

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

7. Within thirty days of receipt of the monthly list of new Employees provided for in Article XXIV, Section 5, the PBA shall provide to the Prosecutor the names of Employees on whose behalf a representation fee is to be deducted. The PBA also shall provide its certification that each Employee so named has not made written authorization for dues deductions, and that the representation fee to be charged does not exceed 85% of the regular membership dues, fees and assessments. The PBA shall further certify that said representation fees shall be used solely for purposes directly related to collective bargaining, contract administration or grievance administration.

8. Should the Prosecutor fail to provide the monthly list of new Employees in accordance in Article XXIV, Section 5, the PBA may grieve the Prosecutor's failure to do so through the grievance and arbitration provisions of this

collective bargaining agreement. In the event the Grievance is submitted to arbitration, the arbitrator's authority to award a remedy shall be limited to directing the Prosecutor to immediately provide the names of newly hired Employees.

ARTICLE XXVI

PERSONNEL FILES

Any Employee may review his or her personnel file at reasonable times during normal working hours, provided a written request is submitted by the Employee to the Prosecutor at least three days in advance. The Employee shall be permitted to review his or her personnel file only in the presence of such management personnel as the Prosecutor shall designate. Under no circumstances may an Employee remove any document from his or her personnel file, or cause any document to be removed.

ARTICLE XXVII

LEGAL REPRESENTATION

Upon receipt of a summons and/or complaint arising out of and directly related to the lawful exercise of an Employee's powers in furtherance of his or her official duties, the Employee shall deliver the summons and/or complaint to the Prosecutor within three days of receipt of same. The Prosecutor shall forward same to the Employer's Law Department, which shall advise the Employee, in writing, of one of th following:

1. The County Law Department shall defend the Employee.

2. The County Law Department shall appoint counsel to defend the Employee, at no expense to the Employee.

3. The County Law Department will advise the Employee he or she may retain private counsel of his or her own choosing, subject to the County's fee schedule, which must be agreed to in advance by the attorney selected by the Employee.

4. If the County determines that it has no legal obligation to defend the Employee, the County shall notify the Investigator of such determination, along with a written statement of the reasons for the determination that the County has no obligation under applicable law to provide a defense.

ARTICLE XXVIII

EDUCATIONAL INCENTIVE

1. Employees with at least an undergraduate degree or higher level of education achievement shall be entitled to an annual incentive as provided below:

Associate's Degree	.75% of annual base salary
Bachelor's Degree	1.00% of annual base salary
Master's Degree	1.25% of annual base salary

2. The educational incentive as specified above shall be paid in equal installments along with regular payroll and shall be utilized for all computation purposes.

ARTICLE XXIX

EQUIPMENT ALLOWANCE

1. The equipment allowance is $250.00 annually.

This allowance shall be paid in January of each year.

ARTICLE XXIX

EFFECTIVE DATE AND DURATION OF AGREEMENT AND SIGNATURE

This Agreement shall be effective January 1, 2018 and shall continue and remain in full force and effect to, and including, December 31, 2022, when it shall expire, unless an extension is agreed to by both Parties and expressed in writing prior to such date. If either Party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other Party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the PBA and the County Prosecutor have executed this Agreement, this 12th day of January, 2018.

PBA LOCAL 232

BY: ______________________
PRES DEPT

Esther Suarez, Prosecutor

BY: ______________________

David Drumeler,
Deputy County Administrator

BY: ______________________

APPENDIX "A"

SALARY CHART

STEP	2018	2019	2020	2021	2022
1	$51,004	$52,024	$53,065	$54,126	$55,208
2	$56,461	$57,590	$58,742	$59,917	$61,115
3	$61,007	$62,227	$63,472	$64,741	$66,036
4	$71,772	$73,207	$74,672	$76,165	$77,688
5	$77,991	$79,551	$81,142	$82,765	$84,420
6	$84,045	$85,726	$87,441	$89,189	$90,973
7	$90,100	$91,902	$93,740	$95,615	$97,527
8	$99,233	$101,218	$103,242	$105,307	$107,413
9	$104,144	$106,227	$108,351	$110,518	$112,729
Senior Investigator	$109,351	$111,538	$113,769	$116,044	$118,365

PBA LOCAL 232 - PROSECUTOR'S INVESTIGATORS RANK AND FILE

MEMORANDUM OF UNDERSTANDING

Terms of New Collective Bargaining Agreement between the County of Hudson and PBA Local 232 A Prosecutor's Superior Officers

The parties in the County of Hudson and PBA Local 232A agree as follows:

1. All terms and conditions are subject to ratification.

2. The terms contained herein modify the existing agreements for the above listed bargaining unit contract. All items not modified remain settled and status quo.

3. All parties agree to recommend these terms and conditions for ratification to their respective constituents.

4. Unless specified all effective dates shall be the effective date of the ratification of the County Freeholders.

5. **Term:**

   Five year contract effective January 1, 2018 through December 31, 2022

6. **Salary:**

   Effective January 1, 2018 through December 31, 2018 - 3%

   Effective January 1, 2019 through December 31, 2019 - 3%

   Effective January 1, 2020 through December 31, 2020 - 2.5%

   Effective January 1, 2021 through December 31, 2021 - 2%

   Effective January 1, 2022 through December 31, 2022 - 1%

   Effective January 1, 2018 a Market Rate Adjustment of $1,000 will be applied to the December 31, 2017 rate prior to the increase listed above for the Captains.

   Effective January 1, 2018 a Market Rate Adjustment of $3,000 will be applied to the December 31, 2017 rate prior to the increase listed above for the Sergeants and Lieutenants.

Effective January 1, 2019 a Market Rate Adjustment of $2,000 will be applied to the December 31, 2018 rate prior to the increase listed above for the Sergeants.

(See Salary Chart attached hereto)

7. **College Stipend/Education Incentive:**

Employees with at least an undergraduate degree or higher level of education achievement shall be entitled to an annual stipend/incentive as provide below:

Associates Degree:	0.75% of annual base salary
Bachelor's Degree:	1.00% of annual base salary
Master's Degree:	1.25% of annual base salary

This stipend/incentive as specified above shall be paid in equal installments along with regular payroll and shall be utilized for all computation purposes.

8. **Longevity:**

Longevity will change effective January 1, 2018 from the current levels to:

A. For employees with more than five (5) years of service, not more than ten (10) years of service -$500.00 per annum.

B. For employees with more than ten (10) years of service, not more than fifteen (15) years of service -$700.00 per annum.

C. For employees with more than fifteen (15) years of service, not more than twenty (20) years of service -$900.00 per annum.

D. For employees with more than twenty (20) years of service, not more than twenty-five (25) years of service -$1,100.00 per annum.

E. For employees with more than twenty-five (25) years of service -$1,300.00 per annum.

9. **Retirement Leave:**
In the last year of employment when an employee is retiring their vacation time will be pro-rated. For all employees currently on the payroll as of January 1, 2019, in any title or capacity, the current practice will remain in effect.

10. **Prorated Benefits (Holidays, Vacation, Personal, Sick, Etc.):**

Add a section stating: All leave time shall be prorated based upon hours worked as compared to a full time schedule of hours. Proration shall be based upon the number of regular pay days actually worked by the individual member in a calendar year divided by the scheduled days to be worked by the member in a full calendar year. This percentage will be multiplied by the annual entitlement for holiday, vacation, personal, sick, etc. The intent of this language is to credit member for holiday, vacation, personal, sick etc. time for only that time that they actually worked in a calendar year.

11. **Clothing Allowance:**

Uniform allowance will be eliminated effective January 1, 2018.

12. **Agreement:**
The contract will be updated to reflect the above changes within 30 days of ratification by the Board of Chosen Freeholders. During this update, dates, gender neutral status, grammatical and typographical errors will be corrected.

HUDSON COUNTY	**PBA LOCAL 232 A**
9/17/18	9/17/18
ANNA P. PEREIRA **DIR. OF LAW & BUS OPS.**	**CAPTAIN PATRICK DECARLO** **PBA PRESIDENT**

9/17/18

PATRICK M. SHEIL
DIR. OF LABOR RELATIONS

MEMORANDUM OF UNDERSTANDING

Terms of New Collective Bargaining Agreement between the County of Hudson and PBA Local 232 A Prosecutor's Superior Officers

The parties in the County of Hudson and PBA Local 232A agree as follows:

1. All terms and conditions are subject to ratification.

2. The terms contained herein modify the existing agreements for the above listed bargaining unit contract. All items not modified remain settled and status quo.

3. All parties agree to recommend these terms and conditions for ratification to their respective constituents.

4. Unless specified all effective dates shall be the effective date of the ratification of the County Freeholders.

5. **Term:**

   Five year contract effective January 1, 2018 through December 31, 2022

6. **Salary:**

   Effective January 1, 2018 through December 31, 2018 - 3%

   Effective January 1, 2019 through December 31, 2019 - 3%

   Effective January 1, 2020 through December 31, 2020 – 2.5%

   Effective January 1, 2021 through December 31, 2021 - 2%

   Effective January 1, 2022 through December 31, 2022 - 1%

   Effective January 1, 2018 a Market Rate Adjustment of $1,000 will be applied to the December 31, 2017 rate prior to the increase listed above for the Captains.

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(See Salary Chart attached hereto)

7. **College Stipend/Education Incentive:**

Employees with at least an undergraduate degree or higher level of education achievement shall be entitled to an annual stipend/incentive as provide below:

Associates Degree:	0.75% of annual base salary
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This stipend/incentive as specified above shall be paid in equal installments along with regular payroll and shall be utilized for all computation purposes.

8. **Longevity:**

Longevity will change effective January 1, 2018 from the current levels to:

A. For employees with more than five (5) years of service, not more than ten (10) years of service -$500.00 per annum.

B. For employees with more than ten (10) years of service, not more than fifteen (15) years of service -$700.00 per annum.

C. For employees with more than fifteen (15) years of service, not more than twenty (20) years of service -$900.00 per annum.

D. For employees with more than twenty (20) years of service, not more than twenty-five (25) years of service -$1,100.00 per annum.

E. For employees with more than twenty-five (25) years of service -$1,300.00 per annum.

9. **Retirement Leave:**
In the last year of employment when an employee is retiring their vacation time will be pro-rated. For all employees currently on the payroll as of January 1, 2019, in any title or capacity, the current practice will remain in effect.

10. Prorated Benefits (Holidays, Vacation, Personal, Sick, Etc.):

Add a section stating: All leave time shall be prorated based upon hours worked as compared to a full time schedule of hours. Proration shall be based upon the number of regular pay days actually worked by the individual member in a calendar year divided by the scheduled days to be worked by the member in a full calendar year. This percentage will be multiplied by the annual entitlement for holiday, vacation, personal, sick, etc. The intent of this language is to credit member for holiday, vacation, personal, sick etc. time for only that time that they actually worked in a calendar year.

11. Clothing Allowance:

Uniform allowance will be eliminated effective January 1, 2018.

12. Agreement:

The contract will be updated to reflect the above changes within 30 days of ratification by the Board of Chosen Freeholders. During this update, dates, gender neutral status, grammatical and typographical errors will be corrected.

HUDSON COUNTY

9/17/18

ANNA P. PEREIRA
DIR. OF LAW & BUS OPS.

PBA LOCAL 232 A

9/17/18

CAPTAIN PATRICK DECARLO
PBA PRESIDENT

Patrick M Sheil 9/17/18

PATRICK M. SHEIL
DIR. OF LABOR RELATIONS

PBA LOCAL 232A SALARY CHART
JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

	2017	2018	2019	2020	2021	2022
		$1,000 Market Rate Adjustment; Plus 3%	3%	2.5%	2%	1%
Captains	**$143,403**	$148,735	$153,197	$157,027	$160,168	$161,769

	2017	2018	2019	2020	2021	2022
		$3,000 Market Rate Adjustment; Plus 3%	3%	2.5%	2%	1%
Lieutenants	**$126,345**	$133,225	$137,222	$140,653	$143,466	$144,900

	2017	2018	2019	2020	2021	2022
		$3,000 Market Rate Adjustment; Plus 3%	$2,000 Market Rate Adjustment; Plus 3%	2.5%	2%	1%
Sergeants	**$111,319**	$117,749	$123,341	$126,425	$128,953	$130,243