

A G R E E M E N T

Between

COUNTY OF HUDSON

and

HUDSON COUNTY SERGEANT AT ARMS'
ASSOCIATION

X July 1, 1984 through June 30, 1986

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1984-86 Hudson County Sergeants-at-Arms'
Collective Agreement

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Hudson County Sgt. at Arms' Association Collective Agreement

Article I - Agreement

This Agreement entered into this _____ day of _____, 1985 by and between the Board of Chosen Freeholders of Hudson County (hereinafter referred to as the "County") and the Hudson County District Court Sergeant at Arms' Association (hereinafter referred to as the "Association").

Article II - Recognition

The County hereby recognizes the Association as the sole and exclusive representative of the Sergeant at Arms to negotiate matters relating to salaries and terms and conditions of employment.

Article III - Duration of Agreement

Section 1 - The provisions of this Agreement shall be retroactive to July 1, 1984 and shall remain in full force and effect until June 30, 1986. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2 - A written notice to terminate or modify this Agreement is required to be given.

Article IV - Salaries

Section 1 - Effective July 1, 1984, all bargaining unit employees currently employed by the County and on the payroll prior to July 1, 1984, shall receive a base salary increase equal to seven percent (7%) of his/her base salary in existence on June 30, 1984.

Section 2 - Effective July 1, 1985, all bargaining unit employees on the payroll prior to July 1, 1985, shall receive a base salary increase equal to seven percent (7%) of his/her base salary in existence on June 30, 1985.

Article V - Longevity

The longevity program shall be as follows:

A. For employees with more that five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum.

B. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400.00 per annum.

C. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum.

D. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum.

E. For employees with more than twenty-five (25) years of service - \$1,000.00 per annum.

Article VI - Vacations

Section 1 - Employees hired January 1, 1979 and later shall be granted the following vacation:

One day a month to the end of the first calendar year of employment.

Beginning the second calendar year through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

Beginning the thirty-first calendar year and thereafter; twenty-five (25) working days.

Section 2 - Employees hired prior to January 1, 1979 shall be granted the following vacation:

One (1) working day a month up to the end of the first calendar year;

Fifteen (15) working days thereafter until the completion of fifteen (15) years;

Twenty (20) working days from the beginning of the sixteenth year to the end of the thirtieth year;

Beginning the thirty-first year, twenty-five working days.

NOTE: During the first month of employment, the employee will be given credit for one (1) vacation day if his/her starting date was prior to the fifteenth (15) of that month.

Article VII - Holidays

Section 1 - All Sergeants at Arms covered by the terms of this Agreement shall receive all legal holidays and such other days off as shall be determined by the Judiciary.

Section 2 - If any Sergeant at Arms is required to work a legal holiday or other day off granted by the Judiciary, he/she shall be granted an equivalent amount of time off.

Article VIII - Overtime

Sgts. at Arms shall perform duties necessary to enable the court to convene at 9:00 a.m. Court shall commence at 9:00 a.m. and end at 4:00 p.m. No overtime shall accumulate before 4:00 p.m. except as provided below. Overtime shall be paid at time and one-half for all time worked after 4:00 p.m. or before 8:30 a.m. The overtime rate shall be computed using 2,080 hours divided into the annual attained gross salary under this agreement. The Sgts. at Arms shall not be required to work during the lunch hour, unless a jury is deliberating or unless specially directed to do so by the Judge in the courtroom to which they are assigned. Vouchers shall not be submitted for less than 15 minutes for overtime.

Overtime vouchers shall be submitted within two (2) days of the day overtime is worked, and shall be paid no later than the second pay day after the voucher is submitted.

Article IX - Sick Leave

Section 1 - Employees covered by this Agreement shall receive sick leave credits on the basis of one working day per month up to the end of the first year and fifteen working days for each calendar year thereafter. Sick days not taken in any one year shall accumulate from year to year without limit.

Section 2 - Upon retirement each employee shall receive the equivalent of 1 days pay for each 3 days of accumulated and unused sick leave up to a maximum of \$3,000.

Article X - Health and Welfare Benefits

Sergeants at Arms shall continue to be provided with all health and welfare benefits granted to Hudson County employees generally. The benefits include, but are not limited to the following:

- 1) Standard Hospital and Medical Insurance Plan
- 2) Prescription Drug Program
- 3) Basic Dental Program
- 4) Life Insurance Policy (\$5,000)
- 5) Disability Program

Article XI - Grievance Procedure

The parties agree that a complaint or grievance of any Sgt. at Arms relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in the law or in applicable rules and regulations having the force and effect of law shall be settled in the following manner:

Step 1

The grievance shall first be taken to the Sgt. at Arms' immediate supervisor within (5) days from the date upon which the grievant or the Association should reasonably have known that an alleged violation had occurred, or within (5) days of the date of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days if possible. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at Step 1, the grievance shall be submitted in writing to the Court Administrator within (5) days of the receipt of the response to Step 1 above. The Court Administrator shall render a decision in writing within (7) working days thereafter. In the case of absence of the Court Administrator, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit may be extended by mutual consent.

Step 3

If the aggrieved Sgt. at Arms is not satisfied with the decision of the Court Administrator he/she may within (5) days of the receipt of the response to Step 2 above, appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Assignment Judge may designate someone to hear the grievance and make recommendations to him for disposition.

In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him or her pursuant to this Agreement.

Article XII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the term so severed.

Article XIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

IN WITNESS of this Agreement, the parties to it have
affixed their signatures this _____ day of _____, 1985.

COUNTY OF HUDSON

HUDSON COUNTY SERGEANT AT ARMS
ASSOCIATION

Edward F. Clark, Jr. Date
County Executive

Thomas J. Lynch 8/8/85

President Date

John A. Clarke Date
Court Administrator

Aug 8TH 1985

Date