

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

**567 Pavonia Avenue
Jersey City, New Jersey 07306**

-AND-

DISTRICT 1199J, NUHHCE, AFSCME, AFL-CIO

**9-25 Alling Street, 3rd Floor
Newark, New Jersey 07102**

July 1, 2011 to June 30, 2014

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INTRODUCTORY STATEMENT

THIS AGREEMENT, is made and entered into this 1st day of July , 2011
by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, located at 567 Pavonia
Avenue, Jersey City, New Jersey ("County"), and DISTRICT 1199J, NUHHCE , AFSCME, AFL-CIO, with
its offices at 9-25 Alling Street, Newark, New Jersey ("Union"), acting herein on behalf of the Employees of
said County, as hereinafter defined, now employed and hereafter to be employed and collectively designated
as the "Employees".

WITNESSETH:

WHEREAS, the County recognizes the Union 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 parties hereto
agree as follows:

ARTICLE I
RECOGNITION

1. The County recognizes DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE Employees, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all blue collar and white collar Employees employed by the County of Hudson excluding all managerial executives, confidential Employees, police, professional Employees, supervisors within the meaning of the Act, Employees in other negotiations units, Employees in the Personnel Department, County Legal Department, County Adjuster's office, Prosecutor's Office, Office of Board of Chosen Freeholders, Judiciary, Office of the County Executive, Office of the County Administrator and all other Employees employed by the County of Hudson.

2. The blue and white-collar unit includes the following job classifications:

- Account Clerk
- Account Clerk - Typing
- Administrative Clerk
- Administrative Secretary
- Admitting Clerk
- Alcohol Counselor - Trainee
- Assistant Coordinator of Volunteers
- Bridge Attendant
- Bridge Operator
- Building Maintenance Worker (*full* and part time)
- Building Service Worker (*full* and part time)
- Building Maintenance Inspector

- Cashier
- Central Supply-Aide
- Clerk (full and part time)
- Clerk (Bilingual)
- Clerk Bookkeeper
- Clerk Bookkeeper Transcriber
- Clerk Driver
- Clerk Stenographer (Full & Part Time)
- Clerk Transcriber
- Clerk Typist (Full & Part Time)
- Clerk Data Processing
- Clerk Typist Bilingual
- Clinic Attendant
- Communications Operator
- Communications Operator Trainee
- Community Relations Specialist-Bilingual
- Community Youth Worker
- Construction and Road Inspector
- Construction Inspector
- Data Control Clerk
- Date Control Clerk Data Processing
- Data Entry Machine Operator
- Data Processing Technician
- Delivery Worker

- Dispatcher Motor Vehicle Operator - Elderly and Handicapped
- Drafting Technician
- Elections Clerk Typing
- Electrocardiograph Technician
- Engineering Aide
- Equipment Operator
- Field Representative/Board of Elections
- Field Representative/Narcotics Education
- Field Representative/Senior Citizens Program
- Fire Prevention Specialist
- Food Service Worker (full and part time)
- Garage Attendant
- Groundskeeper
- Groundskeeper/Driver
- Heavy Equipment Operator
- Hospital Attendant (full and part time)
- Hospital Credit Investigator
- Housing Inspector
- Identification Clerk
- Index Clerk
- Inspector/Mosquito Extermination
- Inventory control Clerk
- Investigator Clerk Typing

- Investigator/Consumer Protection
- Juvenile Detention Officer
- Juvenile Processing Officer
- Laboratory Aide
- Laboratory Technician
- Laboratory Technician Water Analysis
- Laborer
- Legal Stenographer
- Library Assistant
- Locksmith
- Mail Clerk
- Maintenance Repairer (and variants thereof)
- Mechanic
- Mechanics Helper
- Medical Records Clerk
- Medical Record Clerk Typing
- Medical Stenographer
- Messenger
- Microfilm Machine Operator
- Motor Broom Driver
- Motor Vehicle Operator - Elderly and Handicapped
- Naturalization Clerk
- Naturalization Clerk Typing
- Nurse's Aide

- Occupational Therapy Aide
- Office Appliance Operator
- Offset Machine Operator
- Omnibus Operator
- Park Attendant
- Park Caretaker-
- Parking Attendant
- Parking Enforcement Officer
- Parking Meter Collector
- Parking Meter Collector and Repairer
- Parking Meter Repairer
- Patient Remotivation Aide
- Payroll Clerk
- Payroll Clerk Typist
- Photographer
- Physical Therapy Aide
- Police Records Clerk
- Principal Account Clerk
- Principal Account Clerk Typing
- Principal Cashier
- Principal Clerk
- Principal Clerk Stenographer
- Principal Clerk Typist
- Principal Data Entry Machine Operator

- Principal Index Clerk Typing
- Principal - Medical Records Clerk
- Principal Payroll Clerk
- Principal Payroll Clerk Typist
- Principal Storekeeper
- Principal Vault Clerk
- Printing Machine Operator 1
- Printing Machine Operator 2
- Program Development Aide
- Property Clerk
- Purchasing Assistant
- Purchasing Assistant Typing
- Purchasing Expediter
- Radio Dispatcher
- Receptionist
- Receptionist Typing
- Recreation Attendant
- Recreation Leader Sports
- Recreation Therapy Aide
- Research Assistant
- Secretarial Assistant
- Secretarial Assistant-Bilingual
- Secretarial Assistant Stenographer
- Secretarial Assistant-Typing
- Security Guard

- Senior Account Clerk
- Senior Account Clerk Typing
- Senior Admitting Clerk
- Senior Advertising and Sales Clerk
- Senior Block Clerk
- Senior Building Maintenance Worker
- Senior Building Service Worker
- Senior Cashier
- Senior-Central Supply Aide
- Senior Citizen Program Aide
- Senior Clerk
- Senior Clerk Stenographer
- Senior Clerk Transcriber
- Senior Clerk Typist
- Senior Construction Inspector
- Senior Construction and Road Inspector
- Senior Data Entry Machine Operator
- Senior Deed and Mortgage Clerk
- Senior Docket Clerk-Bilingual
- Senior Drafting Technician
- Senior Execution Clerk
- Senior Garage Attendant
- Senior Groundskeeper
- Senior Hospital Attendant
- Senior Identification Clerk

- Senior Index Clerk
- Senior Juvenile Detention officer
- Senior Legal Stenographer
- Senior Mail Clerk
- Senior Maintenance Repairer (and variants thereof)
- Senior Map Clerk
- Senior Mechanic
- Senior Medical Records Clerk
- Senior Messenger
- Senior Microfilm Machine Operator
- Senior Music Therapy Aide
- Senior Occupational Therapy Aide
- Senior Office Appliance Operator
- Senior Offset Machine Operator
- Senior Park Caretaker
- Senior Park Maintenance Repairer
- Senior Parking Attendant
- Senior Parking Meter Collector and Repairer
- Senior Payroll Clerk Typing
- Senior Physical Therapy Aide
- Senior Recreation Therapy Aide
- Senior Road Inspector
- Senior Storekeeper
- Senior Tax Auditor
- Senior Telephone Operator

- Senior Timekeeper
- Senior Traffic Signal Electrician
- Senior Vault Clerk
- Sewage Plant Operator
- Specifications Writer Purchasing
- Stock Clerk
- Stock Handler
- Storekeeper
- Supervising Cashier
- Supervising Clerk Stenographer
- Supervising Election Clerk
- Supervising Road Inspector
- Telephone Operator
- Timekeeper
- Timekeeper Typist
- Traffic Analyst
- Traffic Maintenance Worker
- Traffic Signal Electrician
- Traffic Signal Repairer
- Tree Trimmer
- Truck Driver
- Vault Clerk
- Vital Statistics Clerk
- Ward Clerk

3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit (s) covered by this Agreement, as defined in Article I, Paragraph 1, hereof.

4. Supervisors shall not perform work for the purpose of displacing a regular unit Employee, except in cases of extreme emergency or within training.

5. The parties agree to share equally the cost of printing a sufficient number of copies of this Agreement.

ARTICLE II

UNION SECURITY

1. All present Employees covered by this Agreement may join the Union, and become members of the Union.

2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that public 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 Union or to refrain from any such activity.

3. The Union may supply membership packets, which contain information for distribution to new Employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new Employees, during the initial phase of employment.

ARTICLE III

CHECK-OFF

1 Upon receipt of a written authorization from an Employee who has completed thirty (30) days of employment, the County shall, pursuant to such authorization, deduct from the wages due said Employee, and remit to the Union, regular monthly dues as fixed by the Union, together with a list of all Employees, including those from whom dues have been deducted, and also those Employees from whom dues have not been deducted, for various reasons.

2. A. The County shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c) and (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the County will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof.

 B. When an Employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union, and not be required to sign another authorization card.

3. The County shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

4. It is specifically agreed that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify, and hold the County harmless from any claims, actions or proceedings by an Employee arising from dues deductions by the County hereunder. Once the funds are remitted to the Union, their disposition thereafter

shall be the sole and exclusive obligation and responsibility of the Union.

5. The County agrees to furnish the Union, each month, with the names of newly hired Employees, their addresses, social security numbers, work classifications, dates of hire and the names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

ARTICLE IV

AGENCY SHOP

1. Upon the request of the Union, the County shall deduct a representation fee from the wages of each Employee who is not a member of the Union.
2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after reentry into employment in the unit.
3. The amount of said representation fee shall be certified to the County, by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its own members.
4. The Union agrees to indemnify and hold the County harmless against any liability, cause of action or claims of loss, whatsoever, arising as a result of said deductions.
5. The County shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5©) and 5.6, and membership in the Union shall be available to all Employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making deductions.
7. No later than the last day of each month, the County shall provide to the Union the names of newly hired Employees, their addresses, their social security numbers, their work classifications, their dates of hire and their work locations, who were hired by the County in the month next preceding the month within which such names are provided to the Union. For purposes of this paragraph, such names shall be limited to those employed in positions covered by the collective bargaining agreement between the parties.
8. Within thirty (30) days of receipt of the above-mentioned, the Union shall provide to the County the names of Employees assigned to positions covered by the collective bargaining agreement between the parties, on whose behalf a representation fee (agency fee) is to be deducted. The Union shall also provide

with said names its certification that each Employee so named has not made written authorization for dues deductions and that the representation fee shall not exceed 85% of the regular membership dues. The Union shall further certify to the County that Agency Shop fees shall be used solely for purposes directly related to collective bargaining, contract administration or grievance administration should any nonmember object to the use of his or her payments for any purposes other than those stated above.

9. Should the County fail to provide the names of Employees in accordance with Paragraph 1, above, the Union reserves the right to grieve the County's failure to do so through the grievance and arbitration provisions of this collective bargaining agreement. Said grievance shall be governed by, and disposed through, the grievance and arbitration procedure contained in this collective bargaining agreement. In the event such grievance is submitted to arbitration, the arbitrator's authority to consider the grievance and award a remedy, if any, shall be limited to such authority which he or she possesses under this collective bargaining agreement, provided that in no event shall the arbitrator compel the County to remedy its violation of Paragraph 7 herein other than by rendering an opinion and award directing the County to immediately provide the relevant names of newly hired Employees through the date of the opinion and award, and further directing the County to deduct such agency fees retroactive to the date of the Union's notice under Paragraph #8.

ARTICLE V

PLEDGE AGAINST DISCRIMINATION AND COERCION

1. A. The provisions of this Agreement shall be applied equally to all Employees, without discrimination as to age, sex, marital status, sexual orientation, perceived sexual orientation, disability, perceived disability, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All Employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

B. The County agrees not to interfere with the rights of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County, or by the County's representatives against any Employee because of Union membership. .

2. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or by the Union's representatives against any Employee because of non-membership in the Union.

ARTICLE VI

UNION ACTIVITY VISITATION AND BULLETIN BOARD

1. A representative of the Union shall have reasonable access to the County for the purpose of conferring with management, delegates of the Union and/or Employees, and for the purpose of administering this collective bargaining agreement. A Union delegate shall notify his or her supervisor to be absent from his or her workstation for the purpose of conducting Union business. Permission to the Union delegate by the Supervisor shall not be unreasonably withheld. Notwithstanding this requirement, notice to the supervisor shall not be required in the case of an emergency. The delegate's attention to union business shall not unduly interfere with the normal operations of the department visited. In no event shall such delegate's attention to union business or visits be unreasonably prolonged.

2. A. The County will provide space on centrally located bulletin boards, which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size, or the equivalent.

B. Materials to be posted on bulletin boards will be delivered to designated County officials by the Union, prior to the proposed posting. No materials will be posted that contain profane or obscene language, or which defame the County or its representatives or employees, or which are critical of or condemn the methods, policies, or practices of the County, except as they apply to Union negotiations.

C. Materials to be posted will consist of the following:

- I. Notices of Union Meetings;
- ii. Notices concerning official Union business, and
- iii. Notices covering social and recreational events.

3. A. Leave will be granted to Union delegates to attend conventions and conferences, not to exceed thirty-five (35) days in the aggregate during years of the biennial conference, and not to exceed twenty days in interim years.

B. The leave is to be used exclusively for participation in statewide Union conventions or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated, or for training programs for delegates and union officers, and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed, at least twenty-one (21) days in advance of the date or dates of such meeting.

4. The business representative of the Union may enter the county's premises at reasonable times during working hours to confer with County management, the Union delegate and/or unit Employees for the purpose of administering this collective bargaining agreement provided that such representative shall telephone the principal County director, division head or superintendent at the affected County office or facility to make mutually convenient arrangements for the visit. Access to the County's facilities for such purposes shall not be unreasonably denied.

5. The Union representative shall, for purposes of this Article, comply with the requirements contained in Article XXXI, Paragraph 2.

6. An Employee, grievant or Union delegate may be released from duty to speak with the Union representative at a time mutually convenient to the County, the Employee and the Union representative. Release of an Employee for these purposes shall not be unreasonably denied. All such meetings shall not be unduly prolonged.

ARTICLE VII

PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days, from the day of employment, excluding time lost for sickness and other leaves of absence.
2. Where a new Employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time on the job shall be counted as employment, for purposes of computing the probationary period.
3. During the foregoing probationary period, the County shall conduct periodic evaluations of probationary Employees. The contents and method of said evaluation shall be at the sole discretion of the County. In no event shall said evaluation be conducted on less than one occasion nor later than two weeks from the expiration of the Employee's probationary period.
4. Upon the conclusion of said evaluation, the County shall provide the probationary Employee with its conclusions resulting from the evaluation. At its discretion, the County shall provide the Employee with recommendations for improvement in his or her performance. The County's agreement to provide the foregoing information to the probationary Employee shall be intended to advise the Employee as to the status of her or his progress during the probationary period. The County's agreement to provide said information shall be for informational purposes only and shall not be deemed to create any right, promise, claim or entitlement to future employment, on the part of the probationary Employee, with the County.
5. Notwithstanding the conclusions contained in the foregoing evaluations) of the probationary Employee, the County retains the exclusive right, in its sole discretion, to terminate the employment of a probationary Employee at the conclusion of his or her probationary period.

6. The failure of the County to conduct the evaluation(s) set forth in Paragraph 3 of this Section, and/or provide the results of said evaluation in accordance with Paragraph 4 and/or a decision by the County to terminate the employment of a probationary Employee in accordance with Paragraph 5 shall not be subject to the grievance and arbitration provisions of this Agreement. Probationary Employees shall be entitled to only such rights and remedies as are available under applicable New Jersey Civil Service Laws.

7. A. The County shall provide a probationary Employee with a copy of such written disciplinary notice(s) as may be issued involving said probationary Employee at the time such notice is issued. Such disciplinary actions shall not be subject to the grievance and arbitration provisions contained in Article XXXII and XXXIII of this Agreement.

B. The Union shall be permitted to represent probationary Employees who have been in the employ of the County for a period of at least thirty (30) days.

ARTICLE VIII

SENIORITY

1. **Definition**

A. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the County.

B. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification, within the County, and in the Department.

2. **Accrual**

A. An Employee's Seniority shall commence after the completion of his/her probationary period, and shall be retroactive to the date of his/her last hire.

B. Bargaining unit seniority shall accrue during a continuous authorized leave of absence, without pay, up to one (1) year or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff, not to exceed the greater of one (1) year, or as provided for by Civil Service rules and regulations, if the Employee is recalled into employment; and during a sick leave.

C. An Employee on layoff accrues no additional sick leave or vacation credits. When an Employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.

D. Classification seniority shall accrue during the periods specified in subparagraph B, above, and during the time an Employee works in a specific job classification. For purposes of computing vacation entitlement, all part-time Employees shall accrue seniority as set forth in subparagraphs A, B and C above.

3. Loss of Seniority

An Employee's seniority shall be lost when he/she:

- A. Voluntarily-resigns.
- B. Is discharged for just cause.
- C. Willfully exceeds an official leave of absence.
- D. Is laid off for a period of one (1) year, or a period as provided for by Civil Service rules and regulations, whichever is greater.
- E. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall, or within ten (10) days of the mailing, to last known address, unless the Employee has a valid reason for inability to respond.

4. Application

- A. Bargaining unit seniority shall apply to the computation and determination of eligibility for all benefits, where length of service is a factor, pursuant to this Agreement.
- B. Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations, as herein provided.

5. Layoff

- A. The County will adhere to the NJ Department of Personnel Rules and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1.1, et. seq.
- B. Permanent and provisional Employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing, by certified mail, to the Employee's home address of record.
- C.
 - i. An Employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and to have resigned.
 - ii. An Employee, recalled to his former job classification, must report for reinstatement within the specified time limits, or be considered to have-resigned.

iii. An Employee, recalled to a job classification with a lower salary rate than his previous job classification, may refuse such position, and remain eligible for recall.

6. Promotions

A. Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of the promotional vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees, for a period of five (5) business days.

B. An Employee, who is promoted, shall upon promotion, receive an increase equal to the difference between his/her base salary and the minimum rate for the job, into which he/she is promoted, or five (5%) percent of his/her current base salary, whichever is greater. (Prorated in the case of part-time Employees.)

C. An Employee, who is promoted, shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job, during the probationary period, he/she shall be returned to his/her former job, without loss of seniority or other benefits, except that if he/she is discharged, his/her rights shall be subject to Article XXX of this Agreement.

7. An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an Employee, who has resigned, is reinstated to work in any capacity within one (1) year thereafter, there shall be no break in continuous service.

8. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer. Employees desiring to respond to a vacancy notice posted by the Hudson County Personnel Office shall submit their application, in writing directly to the Personnel Office.

9. A Seniority List shall be available in all locations of work, so that an Employee may be able to check his/her seniority in classification, or with the County.

ARTICLE IX

LONGEVITY

1. The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program, which shall be:

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

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

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

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

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

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.

ARTICLE X

WAGES AND MINIMUMS

1. **Minimum Salaries**

A. Minimum Starting salaries for negotiating unit titles will be increased by the appropriate percentages noted below in Section 2 on July 1 in each year of this contract.

B. On July 1, 2001, all minimum salaries shall not be less than \$18,900.

C. If the County hires a new Employee above the minimum salary for the title in question, which the County may do, then the salary for every Employee in that specific job title will be increased to the level paid by the County to the new Employee.

D. Movement will take place on July 1st in the year in which the years of service are met.

Effective July 1, 2005 the following are minimum salaries for the years of service indicated.

	<u>07/01/05</u>
5yrs	22,000
10yrs	23,000
15yrs	25,000
20yrs	26,781
25yrs	28,412
30yrs	34,094

2. Salaries for Current Employees

A. Salaries for employees in the negotiating unit who were employed on the dates noted below shall increase as follows:

Effective April 1, 2012	2.0%
Effective July 1, 2013	2.0%

B. All minimums and guide movement will be increased by the amounts in item A. Above.

3. A. Salaries for current employees and newly-hired employees shall be paid biweekly on a two-week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of pay period. Subject to adjustment due to unpaid absences, biweekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current calendar year. Any negotiating unit employee who has not yet been subjected to a two-week salary hold-back and/or who does not receive his or her salary on a two-week lagging basis shall be subjected to a two-week salary hold-back effective immediately

B. Direct Deposit of Employees' checks will be established as soon as possible. When Direct Deposit has been established, the current system of providing early checks to evening and night shift Employees will be discontinued. Effective January 1, 2014 all employees will be enrolled in direct deposit

4. No Employee shall be hired below the minimum effective salary for his/her labor grade or classification.

5. Except in cases of emergency, Employees assigned to out-of- title work for more than five (5) days, in any calendar year, shall be paid an increase in pay for any subsequent out-of- title work. The increase shall be equal to the difference between his/her base salary and the minimum rate of the job, or five percent (5%) of the Employee's base salary, whichever is greater. If, and when, such Employee is returned to his/her former job, the Employee shall be paid the rate he/she formerly received for such job, plus any

increases that may have occurred in the interim affecting such job.

6. Wherever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift and hazard pay, but shall exclude overtime and on call pay.

7. A. The County and the Union agree that Employees should be assigned work appropriate to, and within, their job classifications.

B. Employees assigned to out of title work shall be paid as provided above. Instances of out of title work identified by the Union and formally brought to the attention of the County shall be corrected immediately.

C. Any dispute as to whether the work is within the job classification of the Employee(s) involved shall be submitted directly to arbitration under the terms of the Grievance Procedure.

8. If possible, the County should list the social security number and/or name of the Employee on the check stub along with separate listings of base pay, overtime pay, and all other categories of pay.

9. Retroactivity shall only apply to those Employees on the payroll as of August 6, 2012 as well as to those Employees who retired or were on medical leave of absence from June 30, 2011 to August 6, 2012. Employees who were terminated for cause or who resigned not-in-good-standing or in good standing between June 30, 2006 and August 6, 2012 shall not be entitled to benefits hereunder. At the conclusion of this contract, only employees on the active payroll or those who retired or are laid off will receive a retroactive payment if the next contract is not settled by July 1, 2014.

10. **On-Call:** Employees required to be on call by the Employer shall receive a minimum of 4 hours pay when called in and an annual \$500.00 stipend. On-Call does not apply to members who have been scheduled for OT, ie Snowduty or individuals who are not scheduled for on-call duty by management. (Pre-scheduled overtime is not subject to on-call pay.)

ARTICLE XI

HOURS

1. The regular workweek for all full-time Employees, except Communications Operators and Communications Operator Trainees, shall consist of the number of hours per week regularly worked by such Employee, as of July 1, 1982. The regular work week for part-time Employees shall not exceed five (5) days. Such hours shall not exceed the hours specified in Stipulation IV annexed hereto.

2. A. Meal periods shall be one (1) hour, duration, unless by mutual agreement between the department head and the Employee the allotted time is decreased in order to shorten the Employee's working day by that amount of time; however, in no event shall the meal period be less than thirty (30) minutes.

B. The time span during which the meal period will occur shall begin after the completion of the second hour and before the start of the sixth hour of the working day.

C. Deviation from this schedule will be permitted when, in the judgment of the Employer, proper completion of a job task requires it or by mutual agreement between the department head and the Employee.

3. To the extent possible, the County shall continue its present practice of giving Employees on continuous operations every other weekend off. It is to be understood that staffing levels are subject to determination by the County and that changes in staffing levels could compel a change in the weekend scheduling arrangements.

4. The policies and past practices of the County with respect to rest periods and personal clean-up periods, on the date of the signing of this Agreement, shall be continued except that full-time Employees shall be entitled to no less than two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the County to each Employee. Employees who work a full half shift shall be entitled to no less than one (1) such fifteen (15) minute rest period.

5. Employees hired by the County on or after July 25, 1988 into positions covered under this contract shall be required to work forty (40) hours per week. For positions in which the current workweek

is less than thirty-five (35) hours, the County shall increase the workweek by no more than five (5) hours.

6. The County may schedule, in its sole discretion, volunteers and those Employees hired after August 31, 1989 in the Parks Department, to a regular work week consisting of five (5) consecutive days, which may include Saturday and Sunday, at the straight time/regular rate of pay. Such schedules may be established by the County for the period April 1st through October 31st.

For the period November 1st through March 31st, such Employees shall be required to work every other weekend. Under no circumstances shall any such Employee, during the life of this agreement, be placed on a regular work schedule requiring the Employee to work more than every other weekend during the November 1 through March 31 period. In the event a Monday through Friday vacancy arises during the November 1st through March 31st period that the County intends to fill, the most senior Employee working every other weekend shall be selected to fill the vacancy absent special need. If the senior Employee declines, the next most senior Employee shall be selected.

7. There will be a four hour guarantee for a Bridge Operator when he/she is called in from home.

ARTICLE XII
FLEX TIME

1. **Work Schedule**

A. The County shall have the right to determine the regular work schedule of individual employees hired prior to January 9, 1998. Such a regular workday schedule shall be between the hours of 7:00 a.m. and 6:00 p.m. Employees shall be scheduled to receive at least two (2) consecutive days off duty unless the employee volunteers to accept a work schedule with non consecutive days off.

B. The County shall have the right to determine the regular work schedule of individual employees hired after January 8, 1998. Such a regular work schedule may include consecutive workdays and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's workday/week. Employees shall be scheduled to receive at least two consecutive days off duty unless the employee volunteers to accept a work schedule with non-consecutive days off.

2. In the event the County exercises its discretion as set forth in Paragraph 1 hereof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

A. The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned to the designated schedule.

B. Upon failing to secure sufficient volunteers to work the designated schedule,

assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classification being assigned to the designated work shift.

C. Upon the hiring of a new employee in the job classification, said employee, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification. in the relevant department and/or unit.

D. Aside from the initial effect of a new hire into the department and/or unit provided for in subsection C) above, there shall be no bumping with respect to work schedules.

E. The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

F. Notwithstanding the foregoing, work schedules in effect as of July 1, 1994, may be maintained without the need for the County to utilize the procedures in sub paragraphs A-F, above.

3. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular workday, provided that nothing herein shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of or need for supervision of the work force.

4. The County will undertake reasonable efforts to provide security measures for employees whose work schedule is changed.

5. The County shall provide notice to the Union and the affected employee at least thirty (30) calendar days prior to the implementation of a change in the work schedule. The County may change an employee's work schedule on less than thirty (30) calendar days' notice; however, in such an instance, the affected employee shall receive an extra personal day for that year only. An employee who is changed to a new work schedule and then returned to his/her original work schedule on less than thirty (30) calendar days' notice shall receive only one extra personal day to cover both the change to the new schedule and the return to the original schedule.

6. An employee may request a change in his or her work schedule. Permission to work the requested schedule shall be at the sole discretion of the County.

7. The County agrees to undertake reasonable efforts to ascertain the availability of parking for those employees whose schedule is changed.

8. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the change in the work schedule.

ARTICLE XIII
OVERTIME

1 A. MEADOWVIEW PSYCHIATRIC HOSPITAL EMPLOYEES

Employees assigned to Meadowview Psychiatric Hospital will be paid time and one half their regular rate of pay for all hours worked in excess of eight in a day and 80 in a 14-day period. Employees assigned to Meadowview Psychiatric Hospital who are scheduled to work less than 80 hours in a 14-day period will be paid their regular rate of pay for all hours worked in a day or 80 in a 14-day period. For purposes of this section meal periods are considered time worked. All hours worked less than eight in a day and 80 in a 14-day period will be paid at the regular rate of pay.

B. ALL OTHER EMPLOYEES

Employees assigned to all other work locations will be paid time and one half their regular rate of pay for all hours worked in excess of 40 in a week and eight hours in a day. Employees assigned to all other work locations will be paid their regular rate of pay for all hours worked up to eight in a day or 40 in a week. For purposes of this section meal periods are considered time worked.

C. CALCULATION OF TIME AND ONE HALF OVERTIME RATES

The employees' time and one-half overtime rate is calculated by dividing their annual salary by the annual number of non-overtime hours regularly worked. For example, an employee who is regularly scheduled to work 40 hours in a week (9:00am-5:00pm) works 2,080 hours in a year. An employee who regularly works 35 hours in a week (9:00am-4:00pm) works 1,820 hours in a year.

An employee's annual salary for purposes of calculating the overtime rate includes the following:

- base salary;
- differentials; and
- longevity pay;

The value of meals provided to the employees by the County is not included in the employees' annual salary.

Time and one-half means that an employee earns 1-1/2 hours' pay for each hour of overtime worked.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, funeral leave days and sick leave days. Unpaid absences shall not be considered as time worked.

3. The County will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the County.

4. Employees will be paid double time for all hours worked in excess of 16 continuous hours. This means that an employee will receive two hours' pay for each hour of overtime worked.

5. Employees who have in the past received compensatory time instead of pay shall continue to do so, provided, that no Employee may accrue greater than 240 hours of compensatory time. Once an Employee has accrued 240 hours of compensatory time, he or she shall receive overtime compensation in the form of pay.

6. Employees assigned to snow -removal duty shall be paid at the rate of one and one-half times their regular hourly rate of pay for the first eleven (11) hours of overtime, and two (2) times their regular hourly rate of pay for hours worked in excess of eleven (11) hours, i.e. from the twelfth (12th) hour forward. Employees held overtime for snow removal shall continue to earn overtime pay until they are released from duty, even if such overtime work extends into the employee's normal hours of work. In such cases, the employees will not receive additional compensation for their normal hours of work. If an employee who has continued to earn overtime pay while working during his/her normal hours of work is released from duty before the end of his/her normal hours of work overtime pay will stop. Instead, the employee will be paid his or her regular rate of pay for each hour remaining in his/her normal hours of work.

ARTICLE XIV
SHIFTS AND SHIFT DIFFERENTIAL

1. It is agreed that Employees now receiving a shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operations differential for the duration of this Agreement. Further, Employees assigned to the Acute Unit at the Meadowview Hospital shall receive hazardous duty pay in the amount of \$250.00 per year, provided they continue to serve in such assignments.

2. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for requested transfer.

3. The shift differential payable to evening and night employees shall be 10%, with the exception of new hires as noted below.

- A. Employees hired prior to July 1, 1998 shall receive a 10% shift differential.
- B. All employees hired after July 1, 1998, shall receive a \$1500.00 shift differential.

4. If an employee works a shift differential eligible schedule for only a portion of a calendar year, the employee's shift differential shall be pro-rated accordingly.

5. The employee's entitlement to a shift differential, and the amount of the differential, shall be re-computed whenever the employee's work schedule is changed by the County.

6. **Weekend Differentials**

A. An employee whose regular schedule requires the employee to work at least one weekend per month shall receive a weekend differential at the rate of \$450 per calendar year.

B. An employee whose regular schedule requires the employee to work at least one weekend every two months shall receive a weekend differential at the rate of \$200 per calendar year.

C. An employee whose regular schedule requires the employee to work at least one weekend day per month or per every two months, as the case may be, shall receive one half of the appropriate weekend differential under Paragraph A or B, above.

D. If an employee works a weekend differential eligible schedule for only a portion of a calendar year, the employee's weekend differential shall be pro-rated accordingly. This pro-ration shall be in addition to the pro-rating described in Paragraph C, above.

E. The employee's entitlement to a weekend differential, and the amount of the differential shall be re-computed whenever the Employee Work Schedule is changed by the County.

F. There shall be no pyramiding of weekend differentials.

G. Notwithstanding the above, effective August 5, 1995, Employees in the job title of Bridge Operator/Bridge Attendant who regularly and customarily work the alternating work week schedule of 8:00 a.m. to 4:00 p.m. and 7:00 p.m. to 3:00 a.m., shall receive a shift differential of 5% of base salary. Only Bridge Operators/Bridge Attendants who regularly and customarily work the above alternating workweek schedule are eligible for the differential.

ARTICLE XV
HOLIDAYS

1. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, unless it is increased by the County. Notwithstanding the foregoing the County reserves the right to adjust the holiday schedule herein to conform to that promulgated by the State of New Jersey. This change will in no way increase or decrease the number of holidays in this agreement.

2. Employees shall be entitled to the following paid holidays within each year.

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

3. A. Recognizing that the County, in some of its operations, works every day of the year and it is not possible for all Employees to be off on the same day, the County shall have the right to require an Employee to work on any of the holidays herein specified. However, the County agrees that, within the framework of the County's staffing needs and levels, holidays be matched, to the fullest extent possible, without imposing additional costs (overtime or new personnel) on the County, or unacceptable service or coverage levels on patients, as determined by the County.

B. In the event an Employee is required to work on any of the legal holidays named in Section 2 above, he/she shall be paid one and one-half times his/her regular pay for all hours worked on the holiday, and shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the County.

C. Employees shall be eligible for holiday pay under the following conditions:

I. An Employee would have been scheduled to work on such a day, unless the Employee is on a day off, vacation, or sick leave.

II. If a holiday is observed on an Employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday, within one (1) month of the date on which it occurred.

III. The Employee worked his regular workday before the holiday, and the first regularly scheduled workday after the holiday.

4. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an Employee is compensated shall be regarded as hours worked.

5. The elimination of Lincoln's Birthday and the addition of the Day after Thanksgiving is predicated upon the County receiving approval from all unions.

6. Notwithstanding the foregoing, the County reserves the right to adjust the holiday schedule to conform to that promulgated by the State of New Jersey. This change will in no increase or decrease

ARTICLE XVI

VACATIONS

I. Employees hired January 1, 1979 and later who are covered by this Agreement shall be granted the vacation schedule below:

- A. First (1st) year of employment - one (1) day per month;
- B. Beginning the second (2nd) calendar year of employment through the fifth (5th) calendar year, twelve (12) working days;
- C. Beginning the sixth (6th) calendar year through the fifteenth (15th) calendar year, fifteen (15) working days;
- D. Beginning the sixteenth (16th) calendar year through the twenty-fourth (24th) calendar year, twenty (20) working days;
- E. Employees employed by the County for 25 years or greater shall be entitled to the following schedule:

Years of Service	Working Days of Vacation
25	25
26	26
27	27
28	28
29	29
30 years or greater	30

Please note that the above mentioned vacation allotments take place at the beginning of the calendar year.

- 3. Employees shall be entitled to use only two (2) weeks vacation during prime time in accordance with past practice.
- 4. An Employee may use accrued vacation time as an emergency vacation when the Employee and Supervisor agree it is necessary.

5. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the County. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

6. Unless good cause is shown, the County shall respond to- the Employee's vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.

7. The vacation eligibility year shall be as heretofore based on the calendar year. If, during any part of the calendar year, an Employee reaches a new plateau, he/she will get the total vacation.

8. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year. However, vacation time not granted or not taken because of unavoidable circumstances shall accumulate for the next succeeding year only.

9. Vacation pay shall be based upon the Employee's regular pay.

10. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for Employees.

11. An Employee who has quit, or who has been discharged, or who has lost his/her seniority pursuant to the terms of Article VIII and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance on a pro-rated basis.

ARTICLE XVII

SICK LEAVE

1. Amount of Sick Leave

A. New County Employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half working day if they begin on the 9th through the 23rd day of the month. Employees who begin work after the 23rd day of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, Employees shall be credited with one working day for each month of service.

B. After the first calendar year of service, Employees shall receive fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

C. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of paid sick leave. For example, Employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.

D. An Employee continues earning sick leave from the day of hire and as long as the Employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.

E. Sick leave shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. An Employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year.

G. Unused sick leave shall accumulate from year to year without limit.

H. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

I. Employees who become ill after reporting to work and who return home will not be charged with a paid sick day but instead will be paid their normal day's pay if they work at least four hours. Employees who leave work because of illness before working four hours will not be paid for the day but will be granted paid sick leave for the day. Employees who leave work because of illness before working four hours and who have no sick leave will be paid only for the hours worked that day. Effective July 1, 2004 this section will be replaced with "Employees who become ill after reporting to work will be paid for time worked and charged with sick leave for any time they leave work sick. Employees will be paid for hours worked that day."

2. Authorized Uses

A. Sick leave may be used by Employees who are unable to work because of:

- 1) Personal injury or illness not related to County employment;
- 2) Exposure to contagious disease not related to County employment;
- 3) Care, for a reasonable period of time, for a seriously ill member of the

Employee's immediate family ("immediate family" means an Employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother; brother, sister, father-in-law, mother-in-law and other relatives residing in the Employee's household); or

- 4) Death in the Employee's immediate family, for a reasonable period of time.

B. Sick leave may not be used for any purpose other than those outlined in Section 2A of this Article.

3. Maternity/Paternity Needs

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

4. Doctor's Notes

In all instances, Employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must indicate that a medical problem exists and explicitly excuse the Employee from work on each day absent. Notes that merely indicate that the Employee visited a doctor are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the Employee is attending to a seriously ill immediate family member. In that situation, the Employee may be required to supply a note from the immediate family member's doctor indicating the medical condition requires the Employee's absence from work each day the Employee was absent. The required Doctor's note shall not include a diagnosis, but it will indicate that a covered medical condition exists. Failure to submit required doctor's notes prior to the start of the next scheduled workday may result in denial of paid sick leave and may also result in discipline action up to and including discharge.

5. Sick Leave Abuse

Abuse of sick leave or chronic or excessive absenteeism will result in discipline action up to and including discharge. Abuse includes using sick leave when the Employee is not ill. Examples of chronic or excessive absenteeism include situations where Employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

6. Unearned Sick Leave

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an Employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the Employee utilized more

sick leave prior to termination of employment than his or her prorated entitlement, the amount of excess sick leave utilized shall be deducted from the Employee's last paycheck or otherwise reimbursed to the County.

7. Sick Leave Call-in Procedure

A. An Employee on a rotating shift or *who* is assigned to work in a continuous work location who is absent due to illness or injury must notify a supervisor or his/her designee at least sixty (60) minutes prior to the start of the Employee's regularly scheduled workday.

B. An Employee on a non-rotating *shift* or in a non-continuous operation work location who is absent due to illness or injury must notify a supervisor or his/her designee no later than fifteen (15) minutes after the start of the Employee's regularly scheduled workday.

C. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to disciplinary action.

D. The only exception to this call-in procedure is when an Employee establishes that he or she could not call in because of unusual or emergent circumstances.

8. Return to Duty Examination

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the Employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the Employee is able to perform job-related functions without posing a direct threat to the health or safety of the Employee or of other individuals in the workplace.

ARTICLE XVIII

PERSONAL DAYS

1. Each Employee in the bargaining unit shall be entitled to two (2) paid personal days. Employees shall receive one additional personal day per year, for a total of three (3) per year after five (5) years of employment with the County.

2. Requests for personal days shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the Employee's immediate Supervisor. Personal days may be granted on short notice in the event of an emergency.

3. New- Employees must be in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.

4. Personal days must be used within the twelve (12) calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

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ARTICLE XIX

PAID LEAVE

Employees shall be entitled to paid leave as follows:

1. Funeral Leave

A. An individual shall be given three (3) days with pay as funeral leave, for a death in the Employee's immediate family.

B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchild, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, grandparent.

C. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time, with or without pay, shall at the sole discretion of the County.

D. Funeral leave shall be defined as leave granted for bereavement purposes, and its use for any other purpose is prohibited.

2. Jury Duty

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 a patient's care 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/her regular wages. 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 such Employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift.

ARTICLE XX
UNPAID LEAVE

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

1. Childbirth Leave. 1) Childbirth leave without pay for a period of not more than one (1) year may be granted to any Employee for the birth or adoption of a child; and 2) This article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the NJ Family Leave Act, N.J.S.A. 34:113-1 et. seq.
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. Union Business. A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union. The number of Employees granted leave under this provision shall be reasonable.
4. Three (3) members of the Union, selected by the Union to participate in any other Union activity may be granted a leave of absence, without pay, at the request of the Union, for a period not to exceed one (1) month.
5. Other Leaves. Leaves of absence without pay for other reasons will not be unreasonably denied by the County.
6. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay or to accrue sick leave time, except as provided in Article VIII, XV, and/or XVII. When an Employee returns to work following an involuntary leave of absence or voluntary leave of thirty (30) days or less, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary

leave of absence of more than thirty (30) days will be reinstated to his/her former job or a similar position within the same classification.

ARTICLE XXI

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. The maximum retirement leave payment to any one Employee shall be ten thousand dollars (\$10,000.00).

3. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an Employee retires but dies prior to the payment of retirement leave, the County shall pay the Employee's estate the retirement leave pay.

ARTICLE XXII

INSURANCE

1. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect unless the County and the Union mutually agree to any change.

2. Effective immediately, the co-payment for the prescription drug program will be in line with the NJSHBP Prescription Drug Plan and shall remain in line with this program as it may be changed from time to time. This section is subject to section 5 below. The County will provide as much notice as practicable to the Union of any change. This program is administered under the State Health Benefit Program.

3. The County shall continue the basic County dental program, which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. The County basic dental program shall be provided for the Employee, family and spouse. The County and Union shall cooperate to secure State approval for the implementation of an Employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County, if implemented, the County will exert its best efforts to assure that Employee payments for the dental upgrade are treated as pre-tax income.

4. The County shall continue its present life insurance program benefit level of \$5,000.00.

5. A. The parties agree that the County shall have the unilateral right to select the insurance carrier, the program and/or to self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self-insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

B. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over any 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 such change or the impact of any such change. In addition no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee of the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such changes to the Union and employees. Any legislative change will go into effect immediately upon passage.

- C. Members shall, pursuant to State Law, contribute 1.5% of base salary to the County for the cost of healthcare insurance benefits. This amount may change from time to time based upon changes in legislation. The County has no input into or control over any such legislative changes. Accordingly, when such a change is made under law this agreement will be adjusted to reflect any change in contribution rate. The County will not be liable for any such change, or the impact of any such change. In addition no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union or an individual employee of the County from filing an appropriate challenge against the State for any such legislative change. The County will provide notification of any such changes to the Union and employees. Any legislative change will go into effect immediately upon passage.

6. The County shall pay the costs of medical insurance coverage as defined above, for Employees who retire with at least twenty-five (25) years of credited service in a state or locally administered retirement system, excepting Employees who elect deferred retirement, but including Employees who retire on a disability pension based on fewer years of service.

7. Insurance Review Committee. The Union agrees to participate in an insurance review committee made up of a representative of each Union to review the possibility of changing health and medical insurance during the term of this Agreement.

8. Employees may enroll in UBFS for a voluntary deduction for purchase of benefits thru this insurance carrier. The County agrees to make the necessary payroll deductions when appropriate.

ARTICLE XXIII

SAFETY AND HEALTH COMMITTEE

The County shall create a multiple-Union safety and health committee consisting of representatives of all non-uniformed bargaining units. Three Unit members from the four 199J Contracts will be added to a County Safety and Health Committee.(a total of three individuals).

ARTICLE XXIV

WORKERS COMPENSATION

1. Employees who cannot work due to job-related injury or illness are eligible for workers' compensation. Absences attributable to job-related illness or injury are not charged to sick leave. Employees so affected will be paid 100% of his/her base biweekly salary for the first seven days of a job-related injury or illness. Effective the eighth day employee will receive 70% of his/her base biweekly salary up to a maximum payment established by the Workers' Compensation statute.

2. In order to be eligible for Workers' Compensation benefits an injured or ill employee must within 14 days of the occurrence of the injury or illness report the injury or illness to his her supervisor who will submit a written report.

3. The County employs the services of a Third Party Administrator (TPA) to process Workers' Compensation Claims. The County has authorized the TPA to designate appropriate doctors, surgeons and hospitals and/or other medical providers for the treatment of job related injuries or illnesses. If an employee utilizes any medical provider without the County's prior written authorization, the County will not be liable for payment of bills, and medical insurance may not pay for that treatment.

4. In cases of emergencies requiring immediate medical treatment, employees may be treated at the nearest medical facility.

5. Failure to follow these procedures will result in delay or forfeiture of benefits and may result in the imposition of discipline.

ARTICLE XXV

PENSION

1. Employees shall continue to receive pensions and retirement pursuant to the provisions of State law and local ordinances.

2. The County and Union agree to establish a Pension Committee, consisting of five (5) Union and five (5) County representatives, to gather the facts regarding pensions for County Employees, and especially for those Employees who have no pension coverage at all.

ARTICLE XXVI

DISABILITY

The County shall, as of January 1, 1984, establish a Disability Plan, covering all Employees, which shall be the New Jersey Disability Compensation Plan, for which the Employee and the County are required to make equal payments.

ARTICLE XXVII

UNIFORMS

1. The County agrees to continue supplying uniforms to all Employees who are now receiving them from the County.
2. The County should establish immediately a system for ordering and distributing uniforms to assure the availability of the proper size and quantity of uniforms for all eligible Employees. Any failure to comply with the terms of this provision shall be submitted to the contractual grievance and arbitration procedure.
3. County shall provide steel tipped work boots allowance to outside-working Road Department and Parks Department Employees in the amount of \$80.00 per year, from a vendor of the County's choosing, said allowance shall be paid no later than the 2nd payroll in March of each year. An employee who does not work the entire year shall receive a prorated amount based upon time worked. In addition, Road Department Employees shall be provided with water-resistant boots at no cost to the Road Department Employee. Said work shoes or boots shall be replaced at the County's expense on an as-needed basis upon the approval of the County. The County shall provide a uniform for each Parks Department Employee consisting of pants, long and short-sleeved shirts. The County shall also make raincoats available to Parks Department Employees to utilize while on duty if needed.
4. It is the policy of the County that the guidelines for uniforms or other clothing items purchased by voucher or allowance by County employees shall require that the uniforms or other clothing items be made in the USA, unless an USA manufactured item is unavailable. These guidelines shall also incorporate the labor practices in Section B}-3. Uniforms apparel or other clothing items whose providers,

manufacturers or subcontractors fail to adhere to these practices shall be deemed unacceptable under the uniform or other clothing guidelines established for any voucher or uniform allowance system.

5. Each Park Attendant and Groundskeeper Driver assigned to the Division of Parks will receive an annual \$15.00 stipend toward the purchase of gloves that meet appropriate state occupational safety and health standards. Such employees are obligated to wear the gloves when performing tasks that require such protection. Payment will be made on or about the first pay in March.

6. The County will supply a rain slicker in each Transcend vehicle. The slicker is the property of the County of Hudson and must remain with the vehicle after the end of the drivers shift.

7. The County and the Union will form a Committee to review all uniform issues. The purpose of this committee will be to review and recommend to the County possible changes to the Uniform Policies.

8. The Juvenile Detention Officers shall receive \$450.00 annual stipend for the purchase and maintenance of their Uniforms.

ARTICLE XXVIII

MANAGEMENT RIGHTS

1. Except as this Agreement otherwise specifically provides, the County retains the exclusive right to hire, direct, assign and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of Paragraph 4 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other change in the working force; to hire and lay off Employees; to promulgate rules and regulations and enforce same; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out, in addition, the ordinary and customary functions of management.

2. The Union, on behalf of the Employees, agrees to cooperate with the County to attain and maintain full efficiency in its operations, and maximum patient care, and the County agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. There shall be no individual agreements between Employees and the County. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

4. A. If, during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by Employees covered by this Agreement, Employees affected will be given every priority available to continue their employment within their classification, or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

C. If the County decides to subcontract or sell a service, it will provide the Union with thirty (30) days notice prior to submitting a layoff plan to the Department of Personnel.

5. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission, to do the following:

To make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall be in anyway subject to the Grievance Procedure herein set forth.

ARTICLE XXIX

RESIGNATION

1. An Employee who resigns shall give the County at least ten (10) working days' advance notice.
2. An Employee who gives notice of resignation as provided above or whose employment is terminated shall be entitled to receive pro-rated payment for unused vacation time accrued on the effective date of the resignation or termination.
3. In case of death of an Employee, unused vacation entitlement shall be paid to the deceased Employee's estate.

ARTICLE XXX

DISCHARGE AND PENALTIES

1. The County shall have the right to discharge, suspend or discipline any Employee for cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure to the extent permitted by law.

2. The County will notify the Union, in writing, of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the County no later than fifteen (15) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; to the extent permitted by law, however, commencing at Step 3 of the grievance machinery.

3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

4. **Provisional Employees**

Bargaining unit Employees who hold "provisional" status under Civil Service law and are hired after the date this Agreement becomes effective may be terminated by the County at will, and with no recourse to the contractual grievance and arbitration procedure, during their first six months of employment. Such Employees may process any disciplinary action taken against them other than termination under the contractual grievance and arbitration procedure to the extent permitted by law. Such Employees shall accrue seniority from their date of hire.

ARTICLE XXXI

NO STRIKE OR LOCKOUT

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

2. The Union, 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 or stoppage or interruption of work, boycott, or other interference with the operations of the County, 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, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union within twenty four (24) hours of a request by the County, shall:

- A. Publicly disavow such action by the Employees.
- B. Advise the County in writing that such action by the Employees has not been called or sanctioned by the Union.
- C. Notify Employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.
- D. Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such Employees to cease such action and return to work immediately.

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

ARTICLE XXXII

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within fifteen (15) days, time (except as provided in Article XXX), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with the Employee's immediate supervisor. The County shall give its answer to the Employee and his/her Union delegate or other representative within five(5) working days after the presentation of the grievance to Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance shall, within five (5) working days after the answer in Step 1, be presented to Step 2. When grievances are presented to Step 2, they shall be reduced to writing, signed by the grievant or his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance shall be submitted on the grievance form developed by the Union. A grievance so presented to Step 2 shall be answered by the County, in writing, within five (5) working days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance shall, within five (5) working days after the answer in Step 2, be presented to Step 3. A grievance shall be submitted in this Step to the Personnel Director or County Executive, or his/her designee, in writing, within ten (10) working days after the presentation of the grievance to this Step.

Failure on the part of the County to answer a grievance at any Step shall be deemed a denial and permit the Union to proceed to the next Step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXX, Paragraph 2.

Without waiving its statutory rights, the County may submit a grievance directly to Step 3 by notice in writing addressed to the Union, at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of Employees, and which the County representative, designated in Steps 1 and 2, lacks authority to settle, may initially be presented to Step 3 by the Union representative.

5. Nothing herein shall prevent any Employee from processing his/her own grievance, provided a Union representative may be present at any hearing on the individual's grievance.

6. If an Employee grieves any assignment, directive, rule, regulation or management determination which affects him, he shall obey the assignment, directive, rule, regulation or management determination until a final decision has been made regarding the grievance, except where an imminent threat to the grievant's safety or health exists.

ARTICLE XXXIII

ARBITRATION

1. A grievance, as defined in Article XXXII, which has not been resolved thereunder may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the County, or the Union, to the Public Employee Relations Commission in accordance with the Commission's rules and regulations.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final and binding upon the County, the Union and Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of the grievances, as defined in Section I of Article XXXII and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

5. A grievance contesting a discharge may, within fifteen (15) working days after completion of Step 3 of the grievance procedure be referred for arbitration to PERC for the duration of the Agreement.

ARTICLE XXXIV

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of the Agreement shall continue in full force and effect.

ARTICLE XXXV

MISCELLANEOUS

A. Retroactivity under this contract shall only apply to those Employees on the payroll as of August 6, 2012, as well as to those who retired or were on medical leave of absence from June 30, 2011 to August 6, 2012. Employees who were terminated for cause or who resigned not-in-good standing or in good standing between June 30, 2011 and August 6, 2012 shall not be entitled to benefits hereunder.

B. Education: The County will provide tuition reimbursement for courses taken to advance unit members to a degree as an RN. The program will review for approval 6 credits per semester at HCCC or the New Jersey City University for courses leading to an RN degree. The courses must be requested in advance and will be reimbursed upon successful completion with a C or higher grade.

Upon completion of the degree the employee will be committed to a minimum of three years of continued service as an RN with the County or reimbursement for the full cost to the County.

C. The County will create one (1) Senior Communications Operator at a salary 5% higher than the Communications Operator.

D. Hazard duty pay to be eliminated and an equivalent amount of money will be added to the base pay of those individuals who currently have hazard duty pay.

E. Snow removal: the County will pay an additional amount of 10% to the salaries of those unit members who are assigned to full time snow removal. This amount is to be applied when premium pay commences and continue until premium pay ceases. See attached language.

F. The County agrees to request a desk audit on the individuals the Union requests for the

purpose of seeing if the titles Heavy Equipment Operator, Heavy Truck Driver or Tractor Trailer Driver are appropriate.

G. Safety and Health Committee: Three (3) Unit Members from the four 1199J Contracts will be added to a County Safety and Health Committee. A total of three members from the four 1199J Contracts.

H. Transend Drivers to receive a Market Rate Adjustment of \$500.00 effective July 1, 2006, \$500.00 effective July 1, 2007 and \$250.00 effective July 1, 2008. (Motor Vehicle Operators Elderly and Handicapped).

I. JDOs to receive a Market Rate adjustment of \$500.00 effective July 1, 2006, \$500.00 effective July 1, 2007 and \$500.00 effective July 1, 2008.

ARTICLE XXXVI
PAST PRACTICES

Any past practice not identified in this Agreement shall be deemed waived by the parties and no longer binding.

ARTICLE XXXVII
CLAIMS ADJUSTMENT

1. Where an Employee's personal property is damaged or lost as a result of an incident arising out of or incidental to the lawful performance of his or her duties, the County shall reimburse the Employee for the replacement value of the property, except as follows:

A. The County shall only be liable for loss or damage to jewelry or watches up to \$100.00.

2. A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

3. At the County's option, an Employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the Employee for the lowest estimated value of the claim.

4. Employees who receive full or partial reimbursement from a third party, including insurance, for claim paid pursuant to this Article, must reimburse the County for any amount of money received from the third party.

ARTICLE XXXVIII
CONTINUING EDUCATION COMMITTEE

1. The Union and County agree to establish a Continuing Education Committee to review and recommend possible non-degree programs that lead to job-related certifications. The Committee will consist of two Union representatives and two County representatives. The Committee by majority vote, may submit recommendations to the County Director of Personnel, who will consult with affected departments and will make a decision to approve or reject the recommended certification program. Decisions regarding approval/rejection of certification programs are not subject to the grievance procedure of this Agreement.
2. Once approved, the certification program will be posted to solicit applications from interested permanent employees. The County will select candidates based on a number of factors, including the number of certified employees that are needed and the number of current employees already certified.
3. Subject to staffing needs, employees selected to attend certification training will be released from duty with pay to attend training that occurs during the employees' normal hours of work. The County will also pay the cost of the certification training, including tuition and books. Employees who successfully complete the training and earn certification will receive a stipend added to their annual base salaries on the basis of \$13.34 for each course hour of a training program. For example, an employee who successfully completes a 60-hour certification program will have a stipend of \$800 added to his/her annual base salary. An employee who successfully completes a 100-hour certificate program will have a stipend of \$1,334 added to his/her annual base salary.
4. The stipend noted above will be added to the employee's annual base salary provided the employee maintains the required certification. Proof of a current certification must be submitted to the employee's Department Director, or designee, prior to December 1st to ensure payment in the next calendar year. Failure to maintain a current certification will result in deletion of the stipend from the annual base salary.

5. All employees participating in the certification program must remain in the employ of the County in a title for which the certification is relevant. In addition, following successful completion of the certification program, employees must remain in the employ of the County in a title for which the certification is relevant for a period of two years commencing from the date of the certification. Any breach of this provision will result in full restitution by the employee to the County for all costs associated with the certification, including tuition, books and any stipends awarded. In addition, withdrawal from a program prior to completion, except for reasons of health, family crisis or other sufficient cause, shall also result in full restitution by the employee to the County for all costs associated with the certification as noted above.

ARTICLE XXXIX
COMMUNICATIONS OPERATOR AND
COMMUNICATIONS OPERATOR TRAINEE

The provisions of this Article apply only to individuals employed in a Communications Operator position or Communications Operator Trainee position. The provisions of this Article supersede any provisions of this Agreement that conflict with the provisions of this Article.

I. The regular workday for Communications Operators and Communications Operator Trainees shall consist of 7.75 hours of work time, inclusive of two 15-minute break periods. The work schedule shall be determined by the County. The County reserves the right to alter any Communications Operator's or Communications Operator Trainee's work schedule to meet operational needs. In no case will the County assign any Employee to a work schedule involving more than 38.75 hours of work time per week.

2. Each Communications Operator and Communications Operator Trainee shall receive a half-hour, duty-free lunch period each work day, in addition to their 7.75 hours of work time. The duty-free lunch period shall not be considered work time.

3. Employees shall receive overtime compensation for all time worked in excess of their regular work schedules. Time worked in excess of the regular work schedule, but not in excess of 38.75 hours in a given week, shall be compensated at straight time rates. Time worked in excess of the regular work schedule and in excess of 38.75 hours in a given week shall be compensated at the rate of time and one-half. "Time worked" shall include all hours actually worked, plus all authorized vacation leave, jury duty leave, funeral leave and sick leave. Unpaid leaves shall not be considered "time worked." The paid, duty-free lunch period shall not be considered "time worked" unless the Employee is authorized to work during the lunch period, in which case, only the time actually worked during the lunch period shall be considered "time worked."

4. A "week" shall be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.

5. Each Employee's daily half-hour, duty-free lunch period and two 15-minute breaks will be scheduled by the County, with one break occurring before the lunch period and one break occurring after.

6. In cases of scheduled overtime, or when the County has more than one hour prior notice of the need for overtime work, qualified Employees will be afforded the opportunity to volunteer for the overtime work. Qualified Employees will be offered the opportunity for overtime work in decreasing order of seniority.

7. When the County has prior notice of one hour or less of the need for overtime work, or in any situation in which the County is unable to obtain the required number of volunteers, mandatory overtime shall be assigned as follows:

i. Qualified Employees on the shift scheduled to go off duty shall be retained, in increasing order of seniority;

ii. If additional qualified Employees are still required, qualified Employees normally assigned to other shifts will be called in, in increasing order of seniority.

8. Seniority rotation for voluntary and mandatory overtime will be continuous; that is, rotation on the seniority list will commence at the point reached during the previous overtime opportunity or assignment.

9. Notwithstanding the foregoing, the County reserves the right to make overtime assignments without regard to seniority when warranted, in the County's judgment, by the need for special skills, qualifications or experience, by training considerations, or by other special circumstances.

10. The current work shifts are:
Day..... 7:45 a.m. to 4:00 p.m.
Evening 3:45 p.m. to 12:00 midnight
Night..... 11:45 p.m. to 8:00 a.m.

Each shift includes a half-hour, paid, duty-free lunch period. These shifts are subject to change at the Employer's sole discretion.

11. During each Employee's first twelve months of employment, he or she may be assigned to

a rotating work shift. The County shall determine, in its sole discretion, when such rotating shifts shall commence, how the rotating shifts shall be implemented, and what the specific rotating shift of each Employee shall be. After completion of twelve months of employment, the Employee will be assigned to a regular, non-rotating shift. The County shall determine, in its discretion, the non-rotating shift to which the Employee will be assigned; provided, however, that seniority will govern shift selection among Employees if the County determines that the Employee's experience, qualifications and abilities are equal. The County reserves the right to reassign Employees from shift to shift in its discretion.

12. A. Employees assigned to rotating work shifts, and Employees assigned to regular, non-rotating evening and night shifts, shall receive a weekly shift differential equal to ten percent (10%) of their weekly base salary. If an employee is assigned to any shift for only a portion of a week, the weekly shift differential shall be prorated accordingly. A "week" shall be defined as set forth in Paragraph 4, above.

B. Each Employee shall receive an annual weekend differential at the rate of \$450 per calendar year. If an Employee is employed as a Communications Operator or Communications Operator Trainee, for only a portion of a calendar year, the annual weekend differential shall be prorated accordingly.

13. Employees must notify the County of an anticipated absence from work at least one hour prior to the start of the work day. Failure to provide such notice will result in loss of pay for the work day, and may result in disciplinary action.

14. Employees called into duty during off duty hours to work mandatory overtime under Paragraph 7(ii) above, will receive a minimum of four hours' overtime compensation. The rate of pay for such overtime compensation (straight time and one-half) shall be determined in accordance with Paragraph 3, above.

ARTICLE XL
RE-OPENER

.A. The County and the Union agree to reopen negotiations in the event the County reaches an understanding with AFSCME Locals 1697 and 2306 during the term of this renewal agreement, providing for a wage increase or a health benefit change greater than those negotiated under this Memorandum of Agreement. In such case, the reopening of negotiations shall be limited to considering wages and health benefits only.

ARTICLE XLI
USE OF PERSONAL AUTOMOBILES FOR COUNTY BUSINESS

Section A:

Effective September 1, 2012, employees who are authorized by their supervisors to use their personal vehicles to perform the County work will receive \$0.40 per mile for the use of their vehicle. The reimbursement paid pursuant to this Article reflects the total cost incurred in the use of the personal vehicle, including fuel, insurance and wear and tear, but excluding tolls and parking expenses. The reimbursement will be paid to the employee provided the employee provides timely submission of an appropriate request for payment accompanied by any receipts. Prior to operating a private vehicle to perform County work, the employee must provide proof of current insurance on the vehicle and a valid drivers license.

Section B:

The County will reimburse the employee for any loss incurred as a direct result of the lawful use of a personal vehicle to perform authorized County work. However, the employee must first exhaust all other insurance that covers the employee or the vehicle. Claims based upon fraud, malice, willful misconduct or intentional wrongdoing will not be covered. Employees are obligated to notify their supervisor in case of an accident.

ARTICLE XLII
LEGISLATIVE CHANGES

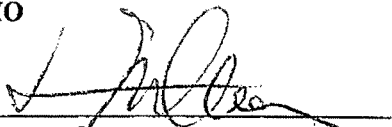
Any Legislative changes that would effect working conditions. ie. Health Insurance, pensions, etc. All changes would be put in place immediately upon passage.


ARTICLE XLIII
EFFECTIVE DATE AND
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2011 and shall continue and remain in full force and effect to, and including, June 30, 2014, 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.

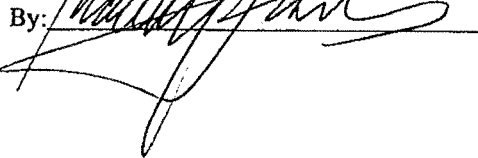
IN WITNESS WHEREOF, the Union and the County have executed this Agreement, this
6th day of August 2012.

**DISTRICT 1199J,
NATIONAL UNION OF HOSPITAL
AND HEALTH CARE Employees, AFSCME,
AFL-CIO**

By: 
Thomas A. DeGise
HUDSON COUNTY EXECUTIVE

By: 
Laurie Cotter,
Deputy County Administrator

**NATIONAL UNION OF
HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME,
AFL-CIO**

By: 

JE015V0\FINALWorking DRAFT Rank and File 1199J\final salaries to be updated.wpd



ATTACHMENT E

JUVENILE DETENTION OFFICERS

Stipulation I reflects the new base salaries incorporating the employee's base salary plus all differential, bonuses, extra-duty pay, stipends or compensation, except longevity, shift differential and training stipend. The JDO's are to receive a Market Rate Adjustment of \$500 effective July 1, 2006, \$500.00 effective July 1, 2007 and \$500.00 effective July 1, 2008.

Effective upon ratification, longevity, shift differential and training stipends will be paid separately.

Further, effective upon ratification, all roll-call bonuses, extra duty pay, all other differential and additional compensation not specifically excluded shall no longer be paid.

The new base salaries shall then be increased pursuant to the stated increases for each year effective July 1, 2006.

This salary structure expires on June 30, 2011. No movement to another salary will take place after that date unless such movement is negotiated by the parties in a successor agreement.

The parties agree that Juvenile Detention Officers work a schedule based on a 14-day regularly recurring work period, consisting of two repeating patterns 8-1/4 hour work days and two scheduled days off. It is understood and agreed that this schedule constitutes a regular recurring work period of 14 days duration within the meaning of Section 7 Of the Fair Labor Standards Act.

The parties further agree that JDO's will be paid time and one-half their regular rate of pay for all hours worked in excess of 8-1/4 hours in a work day or 82-1/2 hours in a 14 day work period. This is a contractual threshold that the parties have agreed to separate and apart from any FLSA requirement.

The parties further agree that JDO's have had their 1/2 hour lunch incorporated into their base salary. The JDO's will be allowed to schedule their two 15 minute breaks together in the middle of their shifts as a lunch period. If they are required to work through this lunch period they will receive time and one half pay for this period. Employees must have approval from the appropriate supervisor before working through lunch.

APPENDIX A

JUVENILE DETENTION OFFICERS

WAGE RATES

JUVENILE DETENTION OFFICERS	
04/01/12 2.0%	07/01/13 2.0%
\$30,832	\$31,448

Stipulation I

Job Title	Min Sal Effective 7/1/2010	Min Sal Effective 7/1/2011	Min Sal Effective 4/1/2012	Min Sal Effective 7/1/2013
Account Clerk	\$26,838	\$26,838	\$27,375	\$27,922
Account Clerk - Finance & Administration	\$28,400	\$28,400	\$28,968	\$29,547
Account Clerk Typing	\$28,179	\$28,179	\$28,743	\$29,317
Account Clerk Typing - Finance & Administration	\$29,820	\$29,820	\$30,416	\$31,025
Administrative Clerk	\$26,377	\$26,377	\$26,905	\$27,443
Administrative Secretary	\$26,703	\$26,703	\$27,237	\$27,782
Admissions Record Officer	\$32,263	\$32,263	\$32,908	\$33,566
Admitting Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Advertising & Sales Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Agency Aide	\$25,073	\$25,073	\$25,574	\$26,086
Alcohol Counselor Trainee	\$25,073	\$25,073	\$25,574	\$26,086
Assistant Cook	\$25,073	\$25,073	\$25,574	\$26,086
Assistant Coordinator of Volunteers	\$25,073	\$25,073	\$25,574	\$26,086
Barber	\$26,290	\$26,290	\$26,816	\$27,352
Book Repairer	\$25,073	\$25,073	\$25,574	\$26,086
Bridge Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Bridge Operator	\$26,290	\$26,290	\$26,816	\$27,352
Building Maintenance Inspector	\$25,073	\$25,073	\$25,574	\$26,086
Building Maintenance Worker - Full Time	\$25,073	\$25,073	\$25,574	\$26,086
Building Service Worker - Full time	\$25,073	\$25,073	\$25,574	\$26,086
Building Service Worker/Seamstress	\$25,073	\$25,073	\$25,574	\$26,086
Canteen Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Cardio-Respiratory Technician	\$27,443	\$27,443	\$27,992	\$28,552
Cashier	\$26,290	\$26,290	\$26,816	\$27,352
Central Supply Aide	\$25,073	\$25,073	\$25,574	\$26,086
Chauffeur	\$26,290	\$26,290	\$26,816	\$27,352
Children's Supervisor	\$26,988	\$26,988	\$27,528	\$28,078
Clerk - Full Time	\$25,560	\$25,560	\$26,071	\$26,593
Clerk - Bilingual	\$26,837	\$26,837	\$27,374	\$27,921
Clerk Data Processing	\$25,073	\$25,073	\$25,574	\$26,086
Clerk Driver	\$25,073	\$25,073	\$25,574	\$26,086
Clerk Stenographer - Full Time	\$26,837	\$26,837	\$27,374	\$27,921
Clerk Transcriber	\$25,073	\$25,073	\$25,574	\$26,086
Clerk Typist - Full Time	\$26,837	\$26,837	\$27,374	\$27,921
Clerk Typist - Full Time - Finance & Administration	\$28,400	\$28,400	\$28,968	\$29,547
Clerk Typist - Bilingual	\$28,179	\$28,179	\$28,743	\$29,317
Clerk Typist - Bilingual - Finance & Administration	\$29,820	\$29,820	\$30,416	\$31,025
Clinic Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Communications Operator	\$28,420	\$28,420	\$28,988	\$29,568
Communications Operator - Trainee	\$25,779	\$25,779	\$26,295	\$26,820
Communications Operator Trainee - Cert	\$27,067	\$27,067	\$27,608	\$28,161
Construction & Road Inspector	\$27,454	\$27,454	\$28,003	\$28,563
Construction Inspector	\$27,454	\$27,454	\$28,003	\$28,563
Cook	\$30,170	\$30,170	\$30,773	\$31,389

Data Control Clerk	\$25,826	\$25,826	\$26,343	\$26,869
Data Control Clerk - Data Processing	\$25,826	\$25,826	\$26,343	\$26,869
Data Entry Machine Operator	\$25,826	\$25,826	\$26,343	\$26,869
Data Entry Machine Operator Keypunch	\$25,073	\$25,073	\$25,574	\$26,086
Data Processing Technician	\$27,054	\$27,054	\$27,595	\$28,147
Delivery Worker	\$25,073	\$25,073	\$25,574	\$26,086
Delivery Worker w/CDL	\$32,394	\$32,394	\$33,042	\$33,703
Dental Assistant	\$25,830	\$25,830	\$26,347	\$26,874
Dietician Helper	\$25,073	\$25,073	\$25,574	\$26,086
Drafting Technician	\$27,454	\$27,454	\$28,003	\$28,563
Elections Clerk Typing	\$25,073	\$25,073	\$25,574	\$26,086
Electrocardiograph Technician	\$28,692	\$28,692	\$29,266	\$29,851
Elevator Operator Security	\$25,073	\$25,073	\$25,574	\$26,086
Elevator Operator	\$25,073	\$25,073	\$25,574	\$26,086
Elevator Starter	\$25,073	\$25,073	\$25,574	\$26,086
Engineering Aide	\$25,073	\$25,073	\$25,574	\$26,086
Environmental Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Equipment Operator/CDL	\$35,498	\$35,498	\$36,208	\$36,932
Equipment Operator	\$26,290	\$26,290	\$26,816	\$27,352
Field Representative/Board of Elections	\$26,743	\$26,743	\$27,278	\$27,823
Field Representative/Narcotics Education	\$27,872	\$27,872	\$28,429	\$28,998
Field Representative/Senior Citizens Program	\$35,869	\$35,869	\$36,586	\$37,318
Fire Prevention Specialist	\$27,897	\$27,897	\$28,455	\$29,024
Food Service Worker - Full Time	\$25,073	\$25,073	\$25,574	\$26,086
Garage Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Groundskeeper	\$25,073	\$25,073	\$25,574	\$26,086
Groundskeeper Driver	\$26,290	\$26,290	\$26,816	\$27,352
Hairdresser	\$26,290	\$26,290	\$26,816	\$27,352
Heavy Equipment Operator	\$29,789	\$29,789	\$30,385	\$30,992
Hospital Attendant - Full Time	\$25,073	\$25,073	\$25,574	\$26,086
Hospital Credit Investigator	\$25,826	\$25,826	\$26,343	\$26,869
Identification Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Index Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Inspector/Mosquito Extermination - Trainee	\$25,073	\$25,073	\$25,574	\$26,086
Inspector/Mosquito Extermination	\$26,327	\$26,327	\$26,854	\$27,391
Investigator/Consumer Protection	\$29,319	\$29,319	\$29,905	\$30,503
Juvenile Detention Officer *	\$30,227	\$30,227	\$30,832	\$31,448
Juvenile Processing Officer	\$25,073	\$25,073	\$25,574	\$26,086
Laboratory Aide	\$25,073	\$25,073	\$25,574	\$26,086
Laboratory Technician	\$27,454	\$27,454	\$28,003	\$28,563
Laboratory Technician Water Analysis	\$27,454	\$27,454	\$28,003	\$28,563
Laborer	\$25,073	\$25,073	\$25,574	\$26,086
Laundry Worker	\$25,073	\$25,073	\$25,574	\$26,086
Legal Stenographer	\$28,631	\$28,631	\$29,204	\$29,788
Library Assistant	\$25,073	\$25,073	\$25,574	\$26,086
Linen Room Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Locksmith	\$37,198	\$37,198	\$37,942	\$38,701

Mail Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Maintenance Repairer (and various variants thereof)	\$28,400	\$28,400	\$28,968	\$29,547
Meat Cutter	\$25,073	\$25,073	\$25,574	\$26,086
Mechanic	\$33,170	\$33,170	\$33,833	\$34,510
Mechanic's Helper	\$25,073	\$25,073	\$25,574	\$26,086
Medical Records Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Medical Records Clerk Typist	\$26,327	\$26,327	\$26,854	\$27,391
Medical Stenographer	\$28,623	\$28,623	\$29,195	\$29,779
Messenger	\$25,073	\$25,073	\$25,574	\$26,086
Microfilm Machine Operator	\$25,073	\$25,073	\$25,574	\$26,086
Mimeograph Machine Operator	\$25,073	\$25,073	\$25,574	\$26,086
Morgue Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Morgue Custodian	\$27,454	\$27,454	\$28,003	\$28,563
Motor Broom Operator/CDL	\$36,565	\$36,565	\$37,296	\$38,042
Motor Broom Driver	\$26,290	\$26,290	\$26,816	\$27,352
Motor Vehicle Operator/Elderly & handicapped (40 hrs) *	\$33,715	\$33,715	\$34,389	\$35,077
Multilith Machine Operator	\$26,281	\$26,281	\$26,807	\$27,343
Naturalization Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Naturalization Clerk Typing	\$26,327	\$26,327	\$26,854	\$27,391
Nurses Aide	\$25,073	\$25,073	\$25,574	\$26,086
Occupational Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Office Appliance Operator	\$25,073	\$25,073	\$25,574	\$26,086
Offset Machine Operator	\$25,073	\$25,073	\$25,574	\$26,086
Omnibus Operator	\$32,316	\$32,316	\$32,962	\$33,622
Organist	\$25,073	\$25,073	\$25,574	\$26,086
Park Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Park Caretaker	\$25,073	\$25,073	\$25,574	\$26,086
Parking Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Parking Enforcement Officer	\$25,073	\$25,073	\$25,574	\$26,086
Parking Meter Collector	\$25,073	\$25,073	\$25,574	\$26,086
Parking Meter Collector & Repairer	\$26,290	\$26,290	\$26,816	\$27,352
Parking Meter Repairer	\$25,073	\$25,073	\$25,574	\$26,086
Patient Remotivation Aide	\$25,073	\$25,073	\$25,574	\$26,086
Payroll Clerk	\$26,837	\$26,837	\$27,374	\$27,921
Payroll clerk - Finance & Administration	\$28,400	\$28,400	\$28,968	\$29,547
Payroll Clerk Typist	\$28,179	\$28,179	\$28,743	\$29,317
Payroll Clerk Typist - Finance & Administration	\$29,820	\$29,820	\$30,416	\$31,025
Pharmacy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Photographer	\$33,810	\$33,810	\$34,486	\$35,176
Physical Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Principal Account Clerk	\$29,589	\$29,589	\$30,181	\$30,784
Principal Account Clerk - Finance & Administration	\$31,311	\$31,311	\$31,937	\$32,576
Principal Account Clerk Typist	\$31,068	\$31,068	\$31,689	\$32,323
Principal Account Clerk Typist - Finance & Administration	\$32,876	\$32,876	\$33,534	\$34,204
Principal Cashier	\$28,623	\$28,623	\$29,195	\$29,779
Principal Clerk	\$28,179	\$28,179	\$28,743	\$29,317
Principal Clerk Stenographer	\$28,626	\$28,626	\$29,199	\$29,782
Principal Clerk Typist	\$29,588	\$29,588	\$30,180	\$30,783
Principal Clerk Typist - Finance & Administration	\$32,876	\$32,876	\$33,534	\$34,204
Principal Data Entry Machine Operator	\$28,623	\$28,623	\$29,195	\$29,779
Principal Drafting Technician	\$31,103	\$31,103	\$31,725	\$32,360
Principal Index Clerk Typing	\$27,457	\$27,457	\$28,006	\$28,566

Principal Medical Records Clerk	\$28,623	\$28,623	\$29,195	\$29,779
Principal Payroll Clerk	\$29,588	\$29,588	\$30,180	\$30,783
Principal Payroll Clerk - Finance & Administration	\$31,311	\$31,311	\$31,937	\$32,576
Principal Payroll Clerk Typist	\$31,068	\$31,068	\$31,689	\$32,323
Principal Payroll Clerk Typist - Finance & Administration	\$32,876	\$32,876	\$33,534	\$34,204
Principal Storekeeper	\$28,692	\$28,692	\$29,266	\$29,851
Principal Tax Clerk	\$32,876	\$32,876	\$33,534	\$34,204
Principal Tax Clerk Typing	\$34,520	\$34,520	\$35,210	\$35,915
Principal Vault Clerk	\$27,454	\$27,454	\$28,003	\$28,563
Printing Machine Operator III	\$27,641	\$27,641	\$28,194	\$28,758
Printing Machine Operator II	\$26,325	\$26,325	\$26,852	\$27,389
Printing Machine Operator I	\$25,073	\$25,073	\$25,574	\$26,086
Program Development Aide (Community Services)	\$25,073	\$25,073	\$25,574	\$26,086
Property Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Purchasing Assistant	\$25,073	\$25,073	\$25,574	\$26,086
Purchasing Assistant Typing	\$25,833	\$25,833	\$26,350	\$26,877
Purchasing Expediter	\$29,789	\$29,789	\$30,385	\$30,992
Radio Dispatcher	\$25,073	\$25,073	\$25,574	\$26,086
Receptionist	\$25,073	\$25,073	\$25,574	\$26,086
Receptionist Typing	\$26,325	\$26,325	\$26,852	\$27,389
Receptionist Typing Bilingual	\$27,642	\$27,642	\$28,195	\$28,759
Recreation Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Recreation Leader Sports	\$25,073	\$25,073	\$25,574	\$26,086
Recreation Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Research Assistant	\$25,920	\$25,920	\$26,438	\$26,967
Road Inspector	\$25,073	\$25,073	\$25,574	\$26,086
Seamstress	\$25,073	\$25,073	\$25,574	\$26,086
Secretarial Assistant	\$25,073	\$25,073	\$25,574	\$26,086
Secretarial Assistant Bilingual	\$26,325	\$26,325	\$26,852	\$27,389
Secretarial Assistant Stenographer	\$26,325	\$26,325	\$26,852	\$27,389
Secretarial Assistant Typing	\$26,325	\$26,325	\$26,852	\$27,389
Security Guard	\$25,073	\$25,073	\$25,574	\$26,086
Senior Account Clerk	\$28,179	\$28,179	\$28,743	\$29,317
Senior Account Clerk - Finance & Administration	\$29,820	\$29,820	\$30,416	\$31,025
Senior Account Clerk Typing	\$29,588	\$29,588	\$30,180	\$30,783
Senior Account Clerk Typing - Finance & Administration	\$31,311	\$31,311	\$31,937	\$32,576
Senior Admitting Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Advertising & Sales Clerk	\$26,327	\$26,327	\$26,854	\$27,391
Senior Block Clerk	\$27,698	\$27,698	\$28,252	\$28,817
Senior Building Maintenance Worker	\$25,073	\$25,073	\$25,574	\$26,086
Senior Building Service Worker	\$25,073	\$25,073	\$25,574	\$26,086
Senior Cashier	\$27,454	\$27,454	\$28,003	\$28,563
Senior Central Supply Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Citizen Program Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Clerk	\$26,837	\$26,837	\$27,374	\$27,921
Senior Clerk Stenographer	\$26,874	\$26,874	\$27,411	\$27,960
Senior Clerk Transcriber	\$26,290	\$26,290	\$26,816	\$27,352
Senior Clerk Typist	\$28,179	\$28,179	\$28,743	\$29,317
Senior Communications Operator 9-1-1	\$29,841	\$29,841	\$30,438	\$31,047
Senior Construction Inspector	\$31,026	\$31,026	\$31,647	\$32,279
Senior Construction & Road Inspector	\$30,980	\$30,980	\$31,600	\$32,232
Senior Cook	\$31,678	\$31,678	\$32,312	\$32,958
Senior Data Entry Machine Operator	\$25,073	\$25,073	\$25,574	\$26,086

Senior Deed & Mortgage Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Dental Assistant	\$25,073	\$25,073	\$25,574	\$26,086
Senior Docket Clerk	\$29,820	\$29,820	\$30,416	\$31,025
Senior Docket Clerk Bilingual	\$29,082	\$29,082	\$29,664	\$30,257
Senior Drafting Technician	\$25,073	\$25,073	\$25,574	\$26,086
Senior Electrocardiograph Technician	\$27,454	\$27,454	\$28,003	\$28,563
Senior Environmental Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Execution Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Food Service Worker	\$25,073	\$25,073	\$25,574	\$26,086
Senior Garage Attendant	\$27,454	\$27,454	\$28,003	\$28,563
Senior Groundskeeper	\$25,073	\$25,073	\$25,574	\$26,086
Senior Hospital Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Senior Identification Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Index Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Juvenile Detention Officer *	\$49,661	\$49,661	\$50,654	\$51,667
Senior Laboratory Technician	\$25,073	\$25,073	\$25,574	\$26,086
Senior Legal Stenographer	\$30,954	\$30,954	\$31,573	\$32,205
Senior Linen Room Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Senior Mail Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Senior Maintenance Repairer (and variants thereof)	\$29,819	\$29,819	\$30,415	\$31,024
Senior Map Clerk	\$26,290	\$26,290	\$26,816	\$27,352
Senior Mechanic	\$34,843	\$34,843	\$35,540	\$36,251
Senior Medical Records Clerk	\$26,290	\$26,290	\$26,816	\$27,352
Senior Messenger	\$25,073	\$25,073	\$25,574	\$26,086
Senior Microfilm Machine Operator	\$26,290	\$26,290	\$26,816	\$27,352
Senior Music Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Occupational Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Office Appliance Operator	\$25,073	\$25,073	\$25,574	\$26,086
Senior Offset Machine Operator	\$28,623	\$28,623	\$29,195	\$29,779
Senior Park Caretaker	\$25,073	\$25,073	\$25,574	\$26,086
Senior Parking Attendant	\$25,073	\$25,073	\$25,574	\$26,086
Senior Parking Meter Collector & Repairer	\$29,789	\$29,789	\$30,385	\$30,992
Senior Parking Meter Repairer	\$29,789	\$29,789	\$30,385	\$30,992
Senior Payroll Clerk	\$28,179	\$28,179	\$28,743	\$29,317
Senior Payroll Clerk - Finance & Administration	\$29,820	\$29,820	\$30,416	\$31,025
Senior Payroll Clerk Typing	\$29,588	\$29,588	\$30,180	\$30,783
Senior Payroll Clerk Typing - Finance & Administration	\$31,313	\$31,313	\$31,939	\$32,578
Senior Physical Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Recreation Therapy Aide	\$25,073	\$25,073	\$25,574	\$26,086
Senior Road Inspector	\$30,954	\$30,954	\$31,573	\$32,205
Senior Seamstress	\$25,073	\$25,073	\$25,574	\$26,086
Senior Storekeeper	\$27,454	\$27,454	\$28,003	\$28,563
Senior Tax Auditor	\$32,113	\$32,113	\$32,755	\$33,410
Senior Tax Clerk	\$29,820	\$29,820	\$30,416	\$31,025
Senior Tax Clerk Typing	\$31,311	\$31,311	\$31,937	\$32,576
Senior Telephone Operator	\$26,381	\$26,381	\$26,909	\$27,447
Senior Timekeeper	\$25,073	\$25,073	\$25,574	\$26,086
Senior Traffic Signal Electrician	\$28,497	\$28,497	\$29,067	\$29,648
Senior Vault Clerk	\$25,125	\$25,125	\$25,628	\$26,140
Senior X-ray Technician	\$28,623	\$28,623	\$29,195	\$29,779
Sewerage Plant Operator	\$26,290	\$26,290	\$26,816	\$27,352
Specifications Writer - Purchasing	\$30,434	\$30,434	\$31,043	\$31,664
Stock Clerk	\$25,826	\$25,826	\$26,343	\$26,869
Stock Handler	\$25,073	\$25,073	\$25,574	\$26,086
Storekeeper	\$26,290	\$26,290	\$26,816	\$27,352

Supervising Cashier	\$32,010	\$32,010	\$32,650	\$33,303
Supervising Clerk Stenographer	\$30,957	\$30,957	\$31,576	\$32,208
Supervising Elections Clerk	\$30,954	\$30,954	\$31,573	\$32,205
Supervising Road Inspector	\$26,794	\$26,794	\$27,330	\$27,876
Tax Clerk	\$28,400	\$28,400	\$28,968	\$29,547
Tax Clerk Typing	\$29,820	\$29,820	\$30,416	\$31,025
Tax Clerk Typing Bilingual	\$31,311	\$31,311	\$31,937	\$32,576
Telephone Operator	\$25,125	\$25,125	\$25,628	\$26,140
Time Keeper	\$25,073	\$25,073	\$25,574	\$26,086
Time Keeper Typing	\$25,125	\$25,125	\$25,628	\$26,140
Traffic Analyst	\$27,054	\$27,054	\$27,595	\$28,147
Traffic Maintenance Repairer	\$25,073	\$25,073	\$25,574	\$26,086
Traffic Maintenance Repairer w/CDL	\$26,326	\$26,326	\$26,853	\$27,390
Traffic Signal Electrician	\$27,960	\$27,960	\$28,519	\$29,090
Traffic Signal Technician I w/o CDL	\$28,623	\$28,623	\$29,195	\$29,779
Traffic Signal Technician I w/CDL	\$35,201	\$35,201	\$35,905	\$36,623
Traffic Signal Technician II w/CDL	\$36,960	\$36,960	\$37,699	\$38,453
Tree Trimmer w/o CDL	\$29,471	\$29,471	\$30,060	\$30,662
Tree Trimmer w/CDL	\$38,092	\$38,092	\$38,854	\$39,631
Truck Driver	\$25,125	\$25,125	\$25,628	\$26,140
Truck Driver W/CDL	\$33,809	\$33,809	\$34,485	\$35,175
Vault Clerk	\$25,073	\$25,073	\$25,574	\$26,086
Vital Statistics Clerk	\$27,047	\$27,047	\$27,588	\$28,140
Ward Clerk	\$25,073	\$25,073	\$25,574	\$26,086
X-ray Technician	\$26,924	\$26,924	\$27,462	\$28,012

JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
X-ray Technician	22,626	23,395	24,214	25,085	25,988	26,924

STIPULATION II

HOURS OF WORK

Applies only to employees hired prior to July 25, 1988. Employees hired after July 25, 1988, work forty (40) hours in all locations.

KEY	
CODE	LOCATION
A	Administration Building
CG	Central Garage
M	Meadowview Hospital/Psych Facility
Mh	Murdoch Hall
P/REC	Parks & Recreation Department
PR	Public Resources Department (Bridges; Emergency; Mosquito Control; Police (4 violations); Roads)
YH/S	Youth House/Shelter

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
Account Clerk	35		35				
Account Clerk Typing	35						
Admitting Clerk			35				
Advertising & Sales Clerk	35						
Agency Aide	35						
Alcohol Counselor Trainee	35						

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
Assistant Cook							40
Assistant Supervisor of Building Services	35						
Barber			35				
Book Repairer	35						
Bridge Attendant						40	
Bridge Operator						40	
Building Maintenance Worker - Full Time	37.5	40	40	40			
Building Service Worker - Full Time	30		40	40			
Building Service Worker/Seamstress							40
Canteen Clerk			35				
Cashier	25		40				
Central Supply Aide			40				
Chauffeur	35	40					
Children's Supervisor							40
Clerk - Full Time	35		35			35	
Clerk - Bilingual	35						
Clerk Driver	40						
Clerk Stenographer - Full Time	35						
Clerk Transcriber	35						
Clerk Typist - Full Time	35		35		35	35	
Clinic Attendant						35	
Communications Operator						40 37.50	
Construction & Road Inspector						35	
Construction Inspector						35	
Cook	35		40				40
Data Control Clerk	40						
Data Entry Machine Operator	35						
Data Entry Machine Operator Keypunch			35				
Dental Assistant			35				

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Drafting Technician</u>						35	
<u>Elections Clerk Typing</u>	35						
<u>Electrocardiograph Technician</u>			35				
<u>Elevator Operator Security</u>	40						
<u>Elevator Operator</u>	37.5			40			
<u>Elevator Starter</u>	37.5						
<u>Environmental Therapy Aide</u>			35				
<u>Equipment Operator</u>						40	
<u>Field Representative/Board of Elections</u>	35						
<u>Field Representative/Narcotics Education</u>	35						
<u>Field Representative/Senior Citizens Program</u>	35						
<u>Food Service Worker - Full Time</u>			40				
<u>Garage Attendant</u>	35	40	40				
<u>Groundskeeper</u>	35					40	
<u>Groundskeeper Driver</u>						40	
<u>Heavy Equipment Operator</u>						40	
<u>Hospital Attendant - Full Time</u>			40				
<u>Hospital Credit Investigator</u>			35				
<u>Identification Clerk</u>	35						
<u>Index Clerk</u>	35						
<u>Inspector/Mosquito Extermination</u>						40	
<u>Investigator/Consumer Protection</u>	35						
<u>Juvenile Detention Officer</u>							40
<u>Juvenile Processing Officer</u>							40
<u>Laboratory Aide</u>			35				
<u>Laboratory Technician</u>			35				
<u>Laborer</u>	37.5				40	40	
<u>Laundry Worker</u>			40				
<u>Legal Stenographer</u>	35						

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Linen Room Attendant</u>			40				
<u>Mail Clerk</u>	35		35				
<u>Maintenance Repairer (and various variants thereof)</u>	35	40	40			40	
<u>Mechanic</u>		40	40		37.5	40	
<u>Mechanic's Helper</u>		40				40	
<u>Medical Records Clerk</u>			35				
<u>Medical Records Clerk Typist</u>			35				
<u>Medical Stenographer</u>			35				
<u>Messenger</u>	35						
<u>Microfilm Machine Operator</u>	35						
<u>Mimeograph Machine Operator</u>	35						
<u>Motor Broom Driver</u>						40	
<u>Motor Vehicle Operator/Elderly & Handicapped (40 hrs)</u>			40				
<u>Multilith Machine Operator</u>	35						
<u>Naturalization Clerk</u>	35						
<u>Naturalization Clerk Typing</u>	35						
<u>Occupational Therapy Aide</u>			35				
<u>Office Appliance Operator</u>	35						
<u>Offset Machine Operator</u>	35						
<u>Park Attendant</u>					40		
<u>Park Caretaker</u>					40		
<u>Parking Attendant</u>	35						
<u>Parking Enforcement Officer</u>						40	
<u>Parking Meter Collector</u>					40		
<u>Parking Meter Collector & Repairer</u>					40		
<u>Patient Remotivation Aide</u>			40				
<u>Pharmacy Aide</u>			35				
<u>Photographer</u>	35						
<u>Physical Therapy Aide</u>			35				

TITLE	HOURS						
	A	CG	M	Mh	P/RE C.	PR	YH/S
<u>Police Records Clerk</u>	<u>37.5</u>						
<u>Principal Account Clerk</u>	<u>35</u>		<u>35</u>				
<u>Principal Account Clerk Typist</u>	<u>35</u>		<u>35</u>				
<u>Principal Cashier</u>	<u>35</u>						
<u>Principal Clerk</u>	<u>35</u>		<u>35</u>				
<u>Principal Clerk Stenographer</u>	<u>35</u>						
<u>Principal Clerk Typist</u>	<u>35</u>		<u>35</u>				
<u>Principal Data Entry Machine Operator</u>	<u>35</u>						
<u>Principal Index Clerk Typing</u>			<u>35</u>				
<u>Principal Medical Records Clerk</u>			<u>35</u>				
<u>Principal Vault Clerk</u>	<u>35</u>						
<u>Property Clerk</u>	<u>35</u>						
<u>Purchasing Assistant</u>	<u>35</u>						
<u>Purchasing Assistant Typing</u>	<u>35</u>						
<u>Receptionist</u>	<u>35</u>			<u>40</u>			
<u>Receptionist Typing</u>	<u>35</u>			<u>40</u>			
<u>Recreation Attendant</u>					<u>40</u>		
<u>Recreation Therapy Aide</u>			<u>35</u>				
<u>Road Inspector</u>						<u>35</u>	
<u>Seamstress</u>			<u>35</u>				<u>40</u>
<u>Security Guard</u>	<u>40</u>						
<u>Senior Account Clerk</u>	<u>35</u>		<u>35</u>		<u>35-40</u>		
<u>Senior Account Clerk Typing</u>	<u>35</u>						
<u>Senior Construction & Road Inspector</u>						<u>40</u>	
<u>Senior Data Entry Machine Operator</u>	<u>35</u>						
<u>Senior Deed & Mortgage Clerk</u>	<u>35</u>						
<u>Senior Dental Assistant</u>			<u>35</u>				
<u>Senior Electrocardiograph Technician</u>			<u>40</u>				
<u>Senior Environmental Therapy Aide</u>			<u>40</u>				

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Senior Garage Attendant</u>	<u>35</u>					<u>40</u>	
<u>Senior Groundskeeper</u>						<u>40</u>	
<u>Senior Hospital Attendant</u>			<u>40</u>				
<u>Senior Identification Clerk</u>	<u>35</u>						
<u>Senior Index Clerk</u>	<u>35</u>						
<u>Senior Juvenile Detention Officer</u>							<u>40</u>
<u>Senior Laboratory Technician</u>			<u>40</u>				
<u>Senior Legal Stenographer</u>	<u>35</u>						
<u>Senior Linen Room Attendant</u>			<u>40</u>				
<u>Senior Mail Clerk</u>	<u>35</u>						
<u>Senior Maintenance Repairer (and variants thereof)</u>	<u>35</u>		<u>40</u>				
<u>Senior Map Clerk</u>	<u>35</u>						
<u>Senior Mechanic</u>		<u>40</u>				<u>40</u>	
<u>Senior Medical Records Clerk</u>			<u>35</u>				
<u>Senior Microfilm Machine Operator</u>	<u>35</u>						
<u>Senior Music Therapy Aide</u>			<u>35</u>				
<u>Senior Occupational Therapy Aide</u>			<u>35</u>				
<u>Senior Office Appliance Operator</u>	<u>35</u>						
<u>Senior Offset Operator</u>	<u>35</u>						
<u>Senior Park Caretaker</u>					<u>40</u>		
<u>Senior Parking Meter Collector & Repairer</u>						<u>40</u>	
<u>Senior Payroll Clerk Typing</u>							<u>35</u>
<u>Senior Physical Therapy Aide</u>			<u>35</u>				
<u>Senior Road Inspector</u>						<u>35</u>	
<u>Senior Seamstress</u>			<u>35</u>				
<u>Senior Storekeeper</u>			<u>40</u>				
<u>Senior Tax Auditor</u>	<u>35</u>						
<u>Senior Telephone Operator</u>	<u>35</u>		<u>40</u>				
<u>Senior Timekeeper</u>			<u>35</u>				

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Senior Traffic Signal Electrician</u>						35	
<u>Senior Vault Clerk</u>	35						
<u>Senior X-ray Technician</u>			35				
<u>Sewerage Plant Operator</u>			40				
<u>Stock Clerk</u>			40				
<u>Stock Handler</u>			40				
<u>Storekeeper</u>			40				
<u>Supervising Cashier</u>	35						
<u>Supervising Clerk Stenographer</u>	35						
<u>Supervising Elections Clerk</u>	35						
<u>Supervising Road Inspector</u>						40	
<u>Telephone Operator</u>	35		40				
<u>Time Keeper</u>	35						
<u>Time Keeper Typing</u>	35						
<u>Traffic Signal Electrician</u>						40	
<u>Traffic Signal Technician I w/o CDL</u>						40	
<u>Tree Trimmer</u>						40	
<u>Truck Driver</u>	37.5	40					
<u>Vault Clerk</u>	35						
<u>Vital Statistics Clerk</u>	35						
<u>X-ray Technician</u>			35				

**STIPULATION III
SNOW REMOVAL**

1. If called in for Snow Removal get time and one-half.
2. At beginning of the next regular shift if continuing to do snow removal continue to be paid at time and one-half.
3. At beginning of regular shift no Snow Removal duties. Time and one-half stops and convert to regular time. Depending upon the length of call in and continuous duty, Management at its sole option may allow the individual employee to go home at regular pay.
4. Management will always make every effort to use internal resources prior to using an outside vendor for Snow Removal. However, the safety of the public will always take precedence where deciding to use an outside vendor or not.
5. Snow begins during a normal work shift, the employees remain on regular pay unless an emergency is declared by the County Executive. If an emergency is declared because of snow, the employees will go to time and one-half at that point.
6. Double time would take place at the same time and guidelines as the current policy.
7. Management will make best efforts to provide appropriate rest period and facilities for employees.
8. Employees will receive a 10% increase in base wages when they are assigned to Snow Removal and will continue to receive this 10% differential until their assignment to Snow Removal is done.

ADDENDUM I

Ms. Susan Cleary, President
1199J, National Union of Hospital and
Health Care Employees, AFSCME, AFL-CIO
9-25 Alling Street
Newark, New Jersey 07102

Dear President Cleary::

This letter is delivered to you simultaneously with the execution of the collective bargaining agreement between our County and District 1199J.

It is our mutual understanding that although certain part-time and temporary Employees are excluded from coverage under the contract, nevertheless, we will employ them at not less than the wages and minimums specified in the Agreement. It is recognized, however, that such Employees are not and shall not be in any way considered covered by any of the provisions of the collective bargaining agreement.

Very truly yours,

HUDSON COUNTY EXECUTIVE

By: 

Laurie Cotter,
Deputy County Administrator