

# AGREEMENT

BETWEEN

THE COUNTY OF HUDSON

AND

DISTRICT 1199J/PROFESSIONALS  
NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES  
AFSCME, AFL-CIO



JULY 1, 2006 — JUNE 30, 2011

**COLLECTIVE BARGAINING AGREEMENT**

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2006, by and between the COUNTY OF HUDSON, hereinafter referred to as "Employer" or "County," having its principal offices at 567 Pavonia Avenue, Jersey City, New Jersey, and DISTRICT 1199J/PROFESSIONALS, NUHHCE, AFSCME, AFL-CIO hereinafter referred to as "Union," having its principal offices at 9-25 Alling Street, Newark, New Jersey.

**ARTICLE I  
RECOGNITION**

1. The County recognizes District 1199J/PROFESSIONALS, NUH-HCE, AFSCME, AFL-CIO, as the sole and exclusive collective negotiations agent for all professional employees employed by the County of Hudson, including the following job classifications:

- Accountant
- Accounting Assistant
- Administrative Analyst
- Admitting Officer
- Alcohol Counselor
- Analyst Grant Applications
- Art Therapist
- Assistant Fire Marshall
- Assistant Planner
- Attorney
- Buyer
- Chaplain
- Client Service Representative
- Coordinator Vocational Services
- Counselor, Penal Institution
- Dentist
- Dentist Surgeon
- Field Representative, Contract Compliance
- Inmate Advocate Penal Institutions
- Institutional Trade Instructor (Cook)
- Locksmith
- Medical Technologist
- Music Therapist
- Occupational Therapist
- Physical Therapist
- Physician
- Principal Drafting Technician
- Principal Engineer
- Principal Planner
- Program Analyst

- Program Coordinator/Mental Health
- Program Coordinator (and variants)
- Program Monitor
- Program Specialist
- Project Coordinator Construction
- Project Coordinator, Redevelopment
- Psychiatrist
- Quality Assurance Coordinator, Health Care Facility
- Recreation Program Specialist
- Recreation Therapist
- Senior Administrative Analyst
- Senior Counselor Penal
- Senior Engineer
- Senior Engineer, Traffic
- Senior Medical Technologist
- Senior Planner, Economic Development
- Senior Program Analyst
- Senior Program Monitor
- Senior Recreation Therapist
- Senior Social Worker (and variants)
- Social Case Worker - Institutional
- Social Worker
- Social Worker - Bilingual
- Staff Physician
- Staff Physician - Detox
- Staff Psychologist
- Teacher
- Teacher Juvenile Facility
- Training Coordinator
- Visitors Physician
- Work Release Administrator

Excluded from the collective negotiations unit shall be all managerial executives, confidential employees, police, craft employees, fire employees, except as otherwise stated above, supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act, non-professional employees, employees in other negotiations units, employees who work less than twenty hours

per week, and all other employees employed by the County of Hudson.

2. Notwithstanding the foregoing, employees in the following County departments and offices shall be excluded from the collective negotiations unit, regardless of job classification: County Personnel Department, County Legal Department, County Adjuster's Office, Prosecutor's Office, Office of the Board of Chosen Freeholders, Judiciary, Office of the County Executive, and Office of the County Administrator.
3. Whenever the words, "employee" or "employees" are henceforth used in this Agreement, it shall be deemed to mean the employee(s) covered by this Agreement, as defined in this Article. Whenever the word, "Union," is henceforth used in this Agreement, it shall be deemed to mean District 1199J Professionals, NUHHCE, AFSCME, AFL-CIO.

**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.
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 this collective negotiations unit; (c) layoff from work; (d) an approved 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 I hereof.
- B. When an employee transfers from one department or location, but remains in this collective negotiations 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 liability, claims, actions or proceedings by an employee arising from dues deductions by the County hereunder. The Union shall reimburse the County for all

expenses in defending any claim whatsoever arising out of the implementation of this clause as a result of said deductions. 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 the 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 re-entry 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.
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(c) 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 County 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. Such names shall be limited to those employed in positions covered by this collective negotiations agreement. Within thirty days of receipt of same, the Union shall provide to the County the names of such

employees 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 representation fees paid pursuant to this Article 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.

8. Should the County fail to provide the names of employees in accordance with Paragraph 7, above, the Union reserves the right to grieve the County's failure to do so through the grievance and arbitration provisions of this Agreement. Said grievance shall be governed by, and disposed through, the grievance and arbitration procedure contained in this 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 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 to the County under Paragraph 7.

**ARTICLE V  
PLEDGE AGAINST DISCRIMINATION AND COERCION**

1. 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, affectation 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.
2.
  - A. 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.
  - B. 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  
PROVISIONAL EMPLOYEES**

Employees who hold provisional status and are hired on or after April 4, 1995, 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 VII  
PROBATIONARY EMPLOYEES**

1. Newly hired employees shall be considered probationary for a period of ninety (90) days from the day they begin employment, excluding time lost for sickness and other approved 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 spent on the job shall be counted as employment for purposes of computing the probationary period.
3. 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.
4. An approved leave of absence shall extend the working test period for a period equal to that leave.

**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 within the employees Department.
2. Seniority is understood to be interpreted and applied in accordance with the New Jersey Department of Personnel Statutes, Rules and Regulations.
3. **Loss of Seniority**
  - A. 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 of the certification of recall to the employee's last known address, unless the employee has a valid reason for inability to respond.
    - F. Is absent for 5 consecutive days without prior notice or prior authorization, or fails to return to work within 5 days of the conclusion of an authorized leave of absence.

4. Provisional employees shall be given two (2) weeks notice of a pending layoff. All layoffs shall be made out of an employee's seniority in his classification.
5. A. When a promotional vacancy in a collective negotiations unit position occurs, the Employer shall post notices of the promotional vacancy on the bulletin boards it normally uses for notices to collective negotiations unit employees for a period of five (5) business days. The posting period may be less than five (5) days when a shorter posting period is necessary.
- 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. This promotional adjustment will be 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.
6. A seniority list shall be made available in all locations of work so that an employee may be able to check his/her seniority.
7. An employee's continuous service record shall be broken for any of the reasons set forth in Section 3 of this Article. However, if an employee who has resigned is reinstated to work in any capacity within one (1) year after the date of resignation, there shall be no break in the employees continuous service record.
8. An employee desiring to transfer to other positions shall submit an application, in writing, to his or her 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 applications, in writing, directly to the Personnel Office.

**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 thirty-five hours per week 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, 2006, 2007, 2008, 2009 and 2010.
- B. The County shall have the right to hire new employees above the minimum salary for the title in question. However, should the County exercise this right, the salary for every employee in that specific job title will be increased to the level of salary paid by the County to the new employee. This shall constitute the only exception to the minimum salaries described in paragraph A, above.
- C. For part-time positions, minimum salaries shall be pro-rated.

**2. Salaries for Current Employees**

Salaries for employees in the negotiating unit who were employed as of April 27 2007 or who retired or were laid off between July 1, 2006 and April 27 2007 shall increase as follows:

- Effective 7-1-06 3.4%
- Effective 7-1-07 3.5%
- Effective 7-1-08 3.6%
- Effective 7-1-09 3.6%
- Effective 7-1-10 3.6%

- 3. A. Salaries for current employees and newly-hired employees shall be paid bi-weekly 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, bi-weekly 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 holdback and/or who does not receive his or her salary on a two-week lagging basis shall be subjected to a two-week salary holdback effective immediately.

- 3. B. Direct deposit of employee 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.
- 4. No employee shall be hired below the minimum salary for his/her title.
- 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. On-Call**

On-call for physicians in the Health and Human Services Department shall remain as per current policy, i.e., \$100 for an eight (8) hour shift.

**7. Hazard Duty Pay**

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.

- 8. The schedule of wages attached as Schedule A is effective with the beginning of this agreement. The increases are retroactive to July 1, 2006 from date of ratification (April 27, 2007).

COLLECTIVE BARGAINING AGREEMENT

9. At the conclusion of this Contract, only employees on the active payroll or those who retire or are laid off will receive a retroactive payment if the next contract is not settled and ratified by July 1, 2011.
10. Teachers to receive a Market Rate Adjustment of \$10,000. The new base pay for this title is \$38,412.00.
11. Locksmith to receive a stipend license of \$800.00 as long as he maintains his license.

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**ARTICLE XI  
HOURS OF WORK**

1. All negotiating unit employees who were in the employ of the County as of July 1, 1994, and who hold titles that were represented by the Union as of April 4, 1995, shall retain the maximum regular hours of work per week that were in effect for their titles as of July 1, 1994.
2. All employees hired after July 1, 1994, or holding titles that are placed into this negotiating unit subsequent to April 4, 1995, shall be required to work 40 hours per week.

**ARTICLE XII  
FLEX TIME**

1. The County shall have the right to determine the regular work schedule of individual employees. Such a regular work schedule may include consecutive work days and may include Saturday and Sunday and afternoon and evening work hours. The County reserves the sole right to schedule an individual employee's work day/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 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 subparagraphs 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 work day, 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 up to eight in a day or 80 in a 14-day period. For purposes of this section meal periods are considered time worked.

**1 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.

**2. 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 (9:00 am-5:00 pm) works 2,080 hours in a year. An employee who regularly works 35 hours in a week (9:00 am-4:00 pm) works 1,820 hours in a year.

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

- a. base salary
- b. differentials; and
- c. 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, inclusive of the regular time worked.

3. Employees who are not required to receive overtime compensation under the federal Fair Labor Standards Act (FLSA) and who earn an annual base salary of \$50,000 or more are not eligible for overtime compensation under this Agreement or otherwise. Employees who are entitled to receive overtime compensation under the FLSA, but who earn an annual base salary of \$50,000 or more, shall receive overtime pay only to the extent required by the FLSA, but shall receive no overtime compensation under this Agreement. The base salary of \$50,000 shall be increased by the amounts and on the dates specified in Article X, Section 2.

4. A. At the discretion of the County, employees who are eligible for overtime compensation under this Agreement may have compensatory time substituted for cash overtime at the rate of one and one-half hours compensatory time off for all hours actually worked in excess of 40 in a work week, provided that such compensatory time is used during the same work week in which the overtime was worked. Hours actually worked beyond the employee's regular work week, but not exceeding 40 hours of actual work, can be compensated in cash or compensatory time, at the County's option, at the straight time rate, provided the compensatory time is used during the work week in which the overtime is worked. If compensatory time for actual hours worked cannot be used during the week the overtime is worked, the employee will receive cash at straight time rates for hours

worked up to 40 hours, and at time and one-half rates for hours worked in excess of 40 hours.

4. B. Employees who are eligible for overtime compensation may accumulate up to 240 hours of Compensatory Time. The County agrees not to unreasonably deny a request to utilize said time. Employees must use no less than one-half (1/2) day of compensatory time.
5. Effective April 15, 1995, employees in the negotiating unit who are called in to work during their off-duty hours will be paid a minimum of four (4) hours overtime pay, provided, however, that the County may require the employees to remain at work for the full four (4) hours. The four (4) hours pay shall commence at the time the employee arrives for duty. Employees earning over \$50,000 per year in base salary are not entitled to call-in pay.
4. Employees in the titles of Counselor Penal Institution and Social Rehabilitation Therapist will receive an annual stipend of \$300.00 for being on call. The payment will be made in a lump sum, less applicable taxes, on or about the last pay day of the calendar year. In addition, the County will reimburse the employees for all calls made by them on behalf of the County in connection with them responding to being paged or otherwise contacted by the County. This stipend will be prorated on a monthly basis if the employee does not work a full calendar year.
5. 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 worked, inclusive of the regular time worked.

**ARTICLE XIV  
SHIFT AND WEEKEND DIFFERENTIALS**

**1. Shift Differential**

- A. Any employee who works a schedule that requires the employee to begin work every day prior to 6:00 a.m., or end work every day subsequent to 7:00 p.m., shall receive a shift differential at the rate of \$1,500 per calendar year.
- B. If an employee works a schedule that requires that the employee work prior to 6:00 a.m. on certain days, or end work after 7:00 p.m. on certain days, the employee shall receive a pro-rated shift differential. The pro-ration shall be based upon the proportion of workdays per week the employee begins work before 6:00 a.m. or ends work after 7:00 p.m. For example, an employee who begins work before 6:00 a.m. on two days out of a five-day workweek shall receive a differential equal to 2/5 of \$1,500, or \$600.
- C. 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. This pro-ration shall be in addition to the pro-rating described in paragraph B, above.
- D. The employee's entitlement to a shift differential, and the amount of the differential, shall be recomputed whenever the employees work schedule is changed by the County.

**2. 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 prorated 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 recomputed whenever the employee work schedule is changed by the County.
- F. There shall be no pyramiding of weekend differentials.

**ARTICLE XV  
HOLIDAYS**

Employees shall be entitled to the following thirteen (13) paid holidays each year:

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

2. In the event an employee is required to work on any one of the holidays listed in paragraph 1, above, the employee shall be paid one and one-half times his/her regular base pay for all hours worked on the holiday, and shall receive either an additional day off with regular base pay within thirty (30) days of the holiday worked or an extra day's regular pay in lieu thereof, as determined by the County.

3. Notwithstanding the foregoing, employees shall be eligible for holiday pay only under the following conditions:

- A. An employee would have been scheduled to work on such a day, unless the employee is on a day off, vacation, sick leave, personal day or jury duty.
- B. 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.
- C. The employee worked his last regularly scheduled workday before the holiday, and the first regularly scheduled workday after the holiday.



4. An employee who regularly works 20 hours or more but less than 35 hours per week shall be entitled to holiday pay if the holiday falls on the employee's regularly scheduled workday. The amount of holiday pay will depend on the number of hours the employee would otherwise have worked on the day on which the holiday falls.

**ARTICLE XVI  
VACATIONS**

Employees shall be granted the vacation schedule below:

- A. First year of employment - one (1) working day per month of service, up to the end of the first calendar year;
- B. Beginning the second calendar year of continuous employment through the fifth calendar year of continuous employment, twelve (12) working days;
- C. Beginning the sixth calendar year of continuous employment through the fifteenth calendar year of continuous employment, fifteen (15) working days;
- D. Beginning the sixteenth calendar year of continuous employment through the twenty-fourth calendar year of continuous employment, twenty (20) working days;
- E. Employees employed by the County for 25 years or more shall be entitled to the following vacation schedule:

| <b>Years of Service</b> | <b>Working Days of Vacation</b> |
|-------------------------|---------------------------------|
| 25                      | 25                              |
| 26                      | 26                              |
| 27                      | 27                              |
| 28                      | 28                              |
| 29                      | 29                              |
| 30 or more              | 30                              |

- 2. Employees shall be entitled to use only two (2) weeks vacation during prime time.
- 3. 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.

4. All vacation leave must be requested in writing by the employee to the Department Director or designee at least 30 days in advance. In cases of emergency, vacation requests may be granted with less than 30 days notice. Unless good cause is shown, the County shall respond to the employee's vacation request within 30 days after the deadline or deadlines established by the County for submission of vacation requests.
5. The vacation eligibility year shall be the calendar year. If, during any part of the calendar year, an employee reaches a new vacation plateau, he/she will get the total vacation set forth for that new plateau.
6. Vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in the calendar year is forfeited. The only exception to this policy is if the written vacation request is denied, in writing, by a Department Director for business reasons and cannot be rescheduled for that year. In such cases, the vacation denied may be carried over to the next succeeding calendar year, but must be scheduled and used in that year or be forfeited.
7. Continuous service for purposes of vacation leave calculation shall mean employment with the County of Hudson without actual interruption due to resignation, retirement or removal. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or a leave without pay, except for military leave, shall not be included in calculating years of continuous service. Employees on a suspension or a leave without pay, except for military leave, do not earn vacation leave for the period of the leave or suspension.
8. Annual vacation leave is a benefit accrued during the course of the calendar year in which it is earned. The annual vacation 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 vacation prior to termination of employment than his or her pro-rated entitlement, the amount of excess vacation pay utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

9. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of paid vacation leave. For example, new employees who regularly work 25 hours per week will receive 7 1/2 days of vacation per full year worked.
10. An employee who exhausts all paid vacation leave in any one calendar year shall not be credited with additional vacation leave until the beginning of the next calendar year.
11. Upon the death of an employee, unused earned vacation leave shall be paid to the employee's estate.
12. Vacation leave credits 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.
13. No part of an employee's scheduled vacation may be charged to sick leave.
14. Vacation pay shall be based upon the employee's regular annual base pay.
16. 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.

**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 to work after the 23rd 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 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 unless the employee properly requests, and is granted, other benefit time off.

- 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 the preceding paragraph is deleted and replaced with the following:

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.

**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 the medical problem and explicitly excuse the employee from work on each day absent. Notes that merely indicate that the employee had a doctor's visit 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 degree of illness and the need for the employee's absence from work each day the employee was absent. Failure to submit required doctor's notes prior to the start of the next scheduled workday will result in denial of paid sick leave and may also result in discipline up to and including discharge.

**5. Sick Leave Abuse**

Abuse of sick leave or chronic or excessive absenteeism will result in discipline 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 be 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 at least 60 minutes prior to the start of the employee's regularly-scheduled work day.
- 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 his/her supervisor no later than 15 minutes after the start of the employee's regularly-scheduled work day.
- C. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to discipline.
- 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**

A. Employees shall receive two paid personal days per year, earned on the basis of one paid personal day for each full six months actually worked in the calendar year. After completion of five years of service, employees shall receive three paid personal days per year, earned on the basis of one paid personal day for each full four months actually worked in the calendar year. Employees must be in the employ of the County for one full year of continuous employment before being entitled to personal days. Requests for personal days shall be made in writing at least forty eight (48) hours in advance and approved in advance of the requested dates, although personal days may be granted on shorter notice in the event of an emergency. Personal days must be used in the calendar year in which they are earned. There shall be no carryover, banking or cashing out of personal days if they are left unused at the end of the calendar year in which they are earned. Employees who resign, retire, are terminated or are laid off in the course of a calendar year will be compensated for their earned but unused personal days for that calendar year only. If an employee dies during the course of a calendar year, his or her earned but unused personal days for that calendar year only will be paid to his or her estate.

B. Employees who regularly work 20 hours or more, but less than 35 hours per week shall be entitled to pro rata amount of personal leave as provided by in Paragraph A.

**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 be 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.
- E. Employees who regularly work 20 or more hours but less than 35 hours per week are entitled to a pro rata amount of funeral leave.

**2. Jury Duty**

- A. The employee will receive pay during the period of jury service equal to the difference between his regular wages and the amount of jury earnings. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same. Regardless of the length of time in performing jury duty, the employee's service record will remain unbroken.
- B. If an employee reports for jury duty and is excused from jury duty 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. **Family Leave:** Employees are eligible for Family Leave as provided for in the New Jersey Family Leave Act, N.J.S.A. 34:11 B-1, q., and the federal Family and Medical Leave Act, 29 U.S.C. §2601 (1993). The County shall prepare and include in its employee handbook an informational summary of these two laws, and shall make its employee handbook available to all members of this negotiations unit.
- 2. **Military Leave:** Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
- 3. Leaves of absence without pay for other reasons may be granted in the discretion of the County, which discretion shall not be arbitrarily or unreasonably applied.
- 4. **Union Business:** An unpaid 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.
- 5. 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.
- 6. While on any unpaid leave of absence, the employee shall not be entitled to earn holiday pay or to accrue sick leave time. 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. Upon retirement, an employee shall receive a cash payment calculated effective January 1, 2002, at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. The allowance is increased to a cap often thousand (\$ 10,000.00) dollars
2. 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. Employees who regularly work 20 or more hours per week shall be offered core medical insurance coverage under the New Jersey State Health Benefits Program, in accordance with the terms and conditions established under that Program.
2. The County shall provide separate prescription drug insurance coverage for employees. The employee co-payment under the prescription drug program shall be \$5.00 for non-generic drugs and \$1.00 for generic drugs.
3. The County shall provide separate dental insurance coverage for employees, which coverage shall be at the benefit level of the Horizon Blue Cross/Blue Shield basic plan benefit level. The County basic dental program shall be provided for the employee, family and spouse.
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 adjusted to reflect the change. 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

6. The County shall pay the cost of core medical insurance coverage under the New Jersey State Health Benefits Program as defined in Section 1, above, for employees who retire with at least twenty-five 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. The County will implement an optional dental insurance upgrade that will allow employees, at their sole option, to upgrade their dental insurance coverage at the employees sole and exclusive expense. The County will bear no portion of the premiums or other expenses connected with the optional dental insurance upgrade. The County will exert its best efforts to assure that any employee payments for the optional dental upgrade are treated as pre-tax income to the extent lawful and feasible.

8. A. Employees who are authorized by their supervisors to use their personal vehicles to perform the County work will receive \$.36 per mile for the use of their vehicle. The reimbursement paid pursuant to this Article reflects the total costs 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.

8. 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 the case of an accident.



COLLECTIVE BARGAINING AGREEMENT

**ARTICLE XXIII  
PROFESSIONAL DAYS**

Bargaining unit employees shall be entitled to one (1) paid professional day per year. This professional day may be utilized only for the purpose of training or study necessary to acquire or maintain certifications or licenses required for the employee's job title. Prior approval for the use of the professional day is required. The County reserves the right to require verification of attendance or other appropriate use of the professional day.

COLLECTIVE BARGAINING AGREEMENT

**ARTICLE XXIV  
SAFETY AND HEALTH COMMITTEE**

The County shall create a multiple-union safety and health committee consisting of representatives of all non-uniformed bargaining units. The Union agrees to participate on this committee.

**ARTICLE XXV  
LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY**

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 eight day employee will receive 70% of his/her base biweekly salary up to a maximum payment established by the Workers' Compensation statute.

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.

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.

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

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

**ARTICLE XXVI  
DISABILITY**

The County shall maintain its 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  
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 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 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 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 further retains the right to make any and all decisions, in the sole and absolute discretion of the County, which directly or indirectly affect the County Pension Program. No such decision by the County shall be in any way subject to the Grievance Procedure herein set forth.

**ARTICLE XXVIII  
RESIGNATION**

1. An employee who wishes to resign shall give the County at least ten (10) 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 XXIX  
GRIEVANCE AND ARBITRATION PROCEDURE**

1. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.
2. To be considered under this procedure, a grievance must be initiated by the employee within fifteen (15) working days from the time the employee knew or should have known of its occurrence.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, and shall be deemed a denial on all applicable grounds. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the lower step.
4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

**STEP ONE**

The grievance shall be discussed with the employee involved and the Union representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

**STEP TWO**

If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head or any person designated

by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

**STEP THREE**

If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Director of Personnel. A written answer to such grievance shall be served upon the individual and the Union seven (7) calendar days after submission.

**STEP FOUR**

If the grievance is not settled at Step Three, then the Union shall have the right to submit such grievance to arbitration within fifteen (15) working days of the Step Three determination. An arbitrator shall be selected in accordance with the rules of the New Jersey Public Employment Relations Commission then in effect. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties and upon the grievant(s). The arbitrator shall have jurisdiction only over grievances as defined in Section 1 of this Article, and shall not have the authority to add to, subtract from or modify this Agreement in any way. Each party shall bear its own costs of the arbitration except for the cost of the arbitrator, whose fee be borne by the Union and the County equally.

5. The Union President, or his authorized representative, may report an impending grievance to the Director of Personnel in an effort to forestall its occurrence.

6. Nothing herein shall prevent any employee from processing his or her own grievance, provided the a Union representative may be present as observer at any hearing on the individual's grievance, and provided further that only the County or the Union may submit a grievance to arbitration.

7. The time periods contained in this Article may be extended with the mutual consent of the parties.

**ARTICLE XXX  
NO STRIKE OR LOCKOUT**

1. No employee or employees shall engage in any strike, sit-down, slow-down, sit-in, cessation, 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, 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, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union shall, within twenty-four (24) hours of a request by the County:

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 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 employees out during the term of this Agreement.

**ARTICLE XXXI  
MISCELLANEOUS**

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court, administrative agency or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the County, and in no case shall such be binding upon the parties hereto unless it is made and executed in writing between the parties.
3. Except as otherwise stated, the terms of this Agreement shall apply only to those bargaining unit employees on the payroll as of April 27, 2007, as well as those who retired or who were on a medical leave of absence between June 30, 2006 and April 27, 2007. All other persons shall not be entitled to benefits under this Agreement.

**ARTICLE XXXII  
SCOPE OF NEGOTIATIONS**

1. The County and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which constitutes the complete Agreement of the parties on all negotiable issues.
2. The County and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.
3. Any past practices pertaining to employee benefits or rights not identified in this Agreement shall be deemed waived by the parties, and shall no longer be binding.

**ARTICLE XXXIII  
UNION ACTIVITY VISITATION AND BULLETIN BOARDS**

1. 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 delegates attention to union business or visits be unreasonable 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 such 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 and 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. Notice of Union meetings;
  - ii. Notice concerning official Union business; and
  - iii. Notice covering social and recreational events.
3. A. Leave will be granted to Union delegates to attend conventions and conferences, not to exceed 15 days in the aggregate during any calendar year.

- 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 XXX, Paragraph 2, of this Agreement.
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 XXXIV  
DISCIPLINE**

1. The County shall have the right to discipline any employee for cause, pursuant to the Civil Service law, up to and including fines, suspension (with or without pay) and termination from employment.
2. The County will notify the Union, in writing, of any fine, suspension or termination within forty-eight hours from the time of suspension or termination, it shall give written notice thereof to the County no later than fifteen (15) working days from the date of receipt of the notice of suspension or termination. In that event, the dispute shall be submitted to Step 3 of the grievance and arbitration procedure contained in this Agreement.
3. In the event the Union is dissatisfied with the Step 3 determination, the Union may submit the dispute to binding arbitration under Step 4 of the grievance and arbitration procedure contained in this Agreement to the extent permitted by applicable law, provided the Union submits its demand for arbitration within fifteen (15) working days of the Step 3 determination, and provided further that the disciplinary action falls into one of the following categories:
  - A. minor disciplinary action;
  - B. major disciplinary action, and the employee has no alternative statutory appeal mechanism under Civil Service or other applicable State law by which to challenge or review said major disciplinary action.
4. For purposes of this Article, major disciplinary action is defined as termination; disciplinary demotion; a suspension or fine of greater than five working days' duration; a suspension or fine of five working days or less where the aggregate number of days the employee was suspended or fined in the calendar year is 15 working days or more; or, the last suspension or fine where the employee receives three suspensions or fines of five working days

or less in a calendar year. "Minor discipline" is defined as any disciplinary action other than major discipline. Only the Union may submit a disciplinary dispute to binding arbitration.

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



**ARTICLE XXXV  
TRAVEL EXPENSES, PARKING AND UNIFORMS**

1. Employees who are required to use their personal automobiles in the performance of their authorized official job duties shall receive \$.36 per mile for the mileage traveled. Such employees shall also be reimbursed for necessary parking and toll expenses incurred during such required use of their personal automobiles in the performance of their authorized official job duties, provided receipts are submitted.
2. Parking spaces may be provided where available.
3. Employees who as of April 4, 1995 had laboratory coats supplied to them by the County for use in the performance of their authorized official job duties shall continue to have uniforms supplied to them by the County for the term of this Agreement.

**ARTICLE XXXVI  
CONTINUING EDUCATION**

- A. 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.
- B. 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.
- C. 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.
- D. 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 1 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.

E. 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.

F. 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 must reimburse the County for the full cost to the County.

**ARTICLE XXXVII  
EFFECTIVE DATE AND  
DURATION OF AGREEMENT**

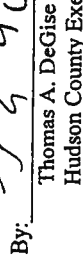
This Agreement shall be effective July 1, 2006 and shall continue and remain in full force and effect to, and including, June 30, 2011, when it shall expire and terminate. If either party wishes to extend, amend or otherwise modify the terms and conditions set forth herein, the party must notify the other party, in writing, of such desire not less than sixty (60) days prior to the expiration.

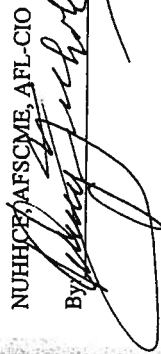
IN WITNESS WHEREOF, the Union and the County have executed this Agreement, this 23 day of March, 2009.

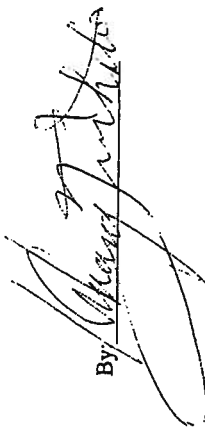
DISTRICT 1199J, PROFESSIONALS,  
NUHHCE, AFSCME, AFL-CIO

COUNTY OF HUDSON

By: 

By:   
Thomas A. DeGise  
Hudson County Executive

NUHHCE/AFSCME, AFL-CIO  
By: 

By: 

SCHEDULE A  
LEVEL I

BACHELOR'S DEGREE OR  
ENTRY LEVEL OR

| CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENTS |            | CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENTS |          |          |          |          |
|--|------------|--|----------|----------|----------|----------|
| Min Start Sal  | # of Years | 07/01/06   | 07/01/07 | 07/01/08 | 07/01/09 | 07/01/10 |
| 30,116   | 5          | 31,140   | 32,230   | 33,390   | 34,592   | 35,837   |
|  | 10         | 34,078   | 34,270   | 36,540   | 37,855   | 39,218   |
|  | 15         | 36,429   | 37,704   | 39,061   | 40,467   | 41,924   |
|  | 20         | 38,778   | 40,135   | 41,580   | 43,077   | 44,628   |
|  | 25         | 41,128   | 42,568   | 44,100   | 45,688   | 47,333   |
|  | 30         | 43,479   | 45,000   | 46,620   | 48,299   | 50,038   |

LEVEL II

SENIOR TITLE OR A TITLE REQUIRING A MASTER'S DEGREE OR

| CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENT |            | CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENT |           |           |           |           |
|---|------------|---|-----------|-----------|-----------|-----------|
| Min Start Sal   | # of Years | 07/01/06  | 07/01/07  | 07/01/08  | 07/01/09  | 07/01/10  |
| 36,935  | 5          | 38,191.00   | 39,527.00 | 40,950.00 | 42,425.00 | 43,952.00 |
|   | 10         | 39,072.00   | 40,439.00 | 41,995.00 | 43,403.00 | 44,966.00 |
|   | 15         | 41,422.00   | 42,872.00 | 44,415.00 | 46,014.00 | 47,671.00 |
|   | 20         | 43,772.00   | 45,304.00 | 46,935.00 | 48,625.00 | 50,375.00 |
|   | 25         | 46,123.00   | 47,737.00 | 49,455.00 | 51,236.00 | 53,080.00 |
|   | 30         | 48,473.00   | 50,169.00 | 51,976.00 | 53,847.00 | 55,785.00 |

LEVEL III

TITLE REQUIRING Phd and ABOVE OR

| CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENTS |            | CIVIL SERVICE RECOGNIZED EDUCATION/EXPERIENCE REQUIREMENTS |           |           |           |           |
|--|------------|--|-----------|-----------|-----------|-----------|
| Min Start Sal  | # of Years | 07/01/06   | 07/01/07  | 07/01/08  | 07/01/09  | 07/01/10  |
| 42,049   | 5          | 43,479.00  | 45,000.00 | 46,620.00 | 48,299.00 | 50,038.00 |
|  | 10         | 46,416.00  | 48,041.00 | 49,770.00 | 51,562.00 | 53,418.00 |
|  | 15         | 48,767.00  | 50,473.00 | 52,290.00 | 54,173.00 | 56,123.00 |
|  | 20         | 51,117.00  | 52,906.00 | 54,811.00 | 56,784.00 | 58,828.00 |
|  | 25         | 53,467.00  | 55,338.00 | 57,331.00 | 59,395.00 | 61,533.00 |
|  | 30         | 55,817.00  | 57,771.00 | 59,851.00 | 62,005.00 | 64,238.00 |

STIPULATION I:  
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 a 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.

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON  
RESOLUTION**

No. 128-4-2007

On Motion of Freeholder Rivera  
Seconded by Freeholder Dublin

**RATIFYING TERMS AND CONDITIONS OF A MEMORANDUM  
OF AGREEMENT WITH DISTRICT 1199J-AP  
(PROFESSIONAL WORKERS UNIT)  
JULY 1, 2006 TO JUNE 30, 2011**

WHEREAS, the County Executive, Thomas A. DeGise, has negotiated a Memorandum of Agreement with District 1199-AP (Professional Workers Unit) for the period July 1, 2006 to June 30, 2011; and

WHEREAS, the aforementioned Memorandum of Agreement which has been ratified by the membership of the Union, is deemed acceptable to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The aforesaid Memorandum of Agreement which is reflected in a Memorandum now on file in the Office of the Clerk to this Board, is hereby approved and ratified.
3. This resolution shall take effect immediately.

| Freeholder | Aye | Nay | Abst. | N.P. | Freeholder | Aye | Nay | Abst. | N.P. |
|------------|-----|-----|-------|------|------------|-----|-----|-------|------|
| Cifelli    | ✓   |     |       |      | O'Dea      | ✓   |     |       |      |
| DiDomenico | ✓   |     |       |      | Rivera     | ✓   |     |       |      |
| Dublin     | ✓   |     |       |      | Ryznar     | ✓   |     |       |      |
| Flanagan   | ✓   |     |       |      | Chairman   | ✓   |     |       |      |
| Lange      |     |     |       | ✓    | Liggio     |     |     |       |      |

SOURCE:

Finance & Administration

RH:gv

It is hereby certified that at the regular meeting of the Board of Freeholders of the County of Hudson held on the 14-day of April A.D. 2007, the foregoing resolution was adopted with 8 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY: Donato J. Battista  
HUDSON COUNTY COUNSEL

[Signature], Clerk