

AGREEMENT

BETWEEN

COUNTY OF HUDSON

- and -

LOCAL 2306

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

July 1, 2004 TO June 30, 2006

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STATEMENT OF INTENT OF PURPOSE

The following Agreement was entered into in good faith between the County of Hudson and Local 2306, American Federation of State, County and Municipal Employees, (AFL-CIO).

Our aim and goal is to establish a foundation for a normally-acceptable labor-management partnership, which will give purpose to a more efficient Department and provide to our County, both its Administration and its citizens, the services to which it is entitled and which it needs. As a sociologically conscious Agency, it is our intent to normally strive for equity, justice and respect between all persons.

The terms of the Contract were entered into in order to more clearly fix existing areas in need of definitive agreement. When any event, condition, or contingency would arise, not covered herein, it is the intent of the undersigned to review the matter and mutually arrive at an equitable solution.

In this Intent and Purpose we attest:

NEGOTIATION TEAMS

COUNTY OF HUDSON

LOCAL 2306, AFSCME

PREAMBLE

THIS AGREEMENT, dated _____, 2003 is entered into by and between the County of Hudson, 567 Pavonia Avenue, Jersey City, New Jersey, (“County”) and Local 2306, American Federation of State, County and Municipal Employees, AFL-CIO, 516 Johnston Avenue, Jersey City, New Jersey, (“Union”). The duration of this Agreement shall be from July 1, 2004 to and including June 30, 2006.

ARTICLE I

DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 2004, and shall remain in full force and effect through and including June 30, 2006.

B. Negotiations on a successor contract shall commence on or about April 30, 2006, upon written notice by one party or the other.

C. By mutual agreement, this contract and its provisions can be extended to remain in full force and effect during any extended period of negotiations that take place on new contracts subsequent to this contract's expiration date.

D. If portions of this Agreement are found to be in violation of any statutes, the remaining portions of the Agreement shall be in effect.

E. By mutual agreement, any provision of this contract may be reopened for purposes of negotiations.

ARTICLE II
RECOGNITION

A. In accordance with the certification of the New Jersey Public Employment Relations Commission dated January 5, 1970 and November 12, 1972, the County recognizes the Union as the exclusive collective negotiations agent for the employees in the classification of Social Worker; Human Services Specialist I, II AND III; Clerk Transcriber, Clerk Typist, Account Clerk; Clerk Stenographer; Clerk; Telephone Operator; Senior Clerk Transcriber; Senior Clerk; Senior Account Clerk; Senior Clerk Typist; Senior Clerk Stenographer; Senior Office Appliance Operator; Principal Clerk; Office Appliance Operator; Data Control Clerk; Data Entry Machine Operator; Investigators and Social Service Aides; excluding supervisory titles; and Messenger, both permanent and temporary.

B. In accordance with the resolution passed by the County, the latter recognizes the Union as the exclusive collective negotiations agent for Investigators and Social Service Aides without the intervention of the New Jersey Public Employment Relations Commission or an election under its rules, subject to Paragraph D, below.

C. The Recognition clause shall extend to all new titles or changes of titles involving personnel covered by this Agreement. It is further understood that the Recognition clause shall extend to all new titles or changes of titles adopted by the County, below the Supervisory titles.

D. Any employee holding the title "Senior Welfare Investigator" who is regularly assigned to conduct investigations of potential misconduct by staff members shall be excluded from the bargaining unit. The job title shall, in all other circumstances, continue to be part of the bargaining unit.

ARTICLE III

MANAGERIAL RIGHTS

It is the right of the County to determine the standard of services to be offered by its agency; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine methods, means and personnel by which its operations are to be conducted; determine the contents of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as specifically abridged, limited and modified by the terms of this Agreement.

The County's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload or manning, are within the scope of collective bargaining.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. A “grievance” shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

To the extent permitted by law, any disciplinary action or measure imposed upon any employee may be processed as a grievance under the grievance procedure contained in this Agreement, provided that the contractual grievance procedure shall not be utilized when an aggrieved employee has recourse to statutory Civil Service appeal procedure.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. A grievance to be considered in this procedure must be initiated by the employee within twenty (20) working days from the time the employee knew or should have known of its occurrence.

C. 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. 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 an acceptance of the decision rendered at that step.

D. 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 County until such grievance has been fully determined.

E. The Union shall have the right to submit a grievance concerning a suspension and/or discharge directly to the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

Nothing herein shall prevent any employee from processing his/her own grievance through step three (3) of this procedure, provided a Union representative may be present as an observer at any hearing on the individual's grievance. Only the Union may submit a grievance to arbitration.

All class action grievances and grievances involving suspensions or terminations shall start at the lowest possible level at which the grievance can be resolved.

F. The steps of the grievance procedure are as follows:

STEP ONE:

The grievance shall be discussed with the employee involved and the Union representative with the employee's immediate administrative supervisor. 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 Division Chief, 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, then 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 County of Hudson Personnel Director or his designee. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three, then the Union/County shall have the right within five (5) working days to submit such grievance to an arbitrator. Only the Union or the County can submit a grievance to arbitration.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service statutes and regulations, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify or detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall make a final determination, which shall be binding, on both parties. Each party shall bear its own cost of the arbitration but the costs of the arbitrator shall be borne by the County and the Union equally.

G. The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

H. Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

I. Investigation and processing of grievances by officially designated Union Stewards which have been formalized and submitted in writing, shall be allowed providing that such time shall be

reasonable and limited to one (1) hour and provided there is no undue interruption of work activities. In emergency situations, these limitations may be extended.

The accredited Union Steward shall provide reasonable notifications to his/her supervisor or to the appropriate authority whenever he/she wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the appropriate authority has the right to seek adjustment or appointments when the work situations warrants this.

J. The Union shall designate to the County the names of the officially accredited Union Steward who shall have the authority under this Article. It is understood that labor-management meetings shall be attended by not more than one-half (1/2) of the number of stewards.

K. Employees who hold "provisional" status under Civil Service law and are hired after April 26, 1995, may be disciplined or terminated by the County with no recourse to the grievance and arbitration procedure during the first six months of employment. Such employees may utilize the grievance and arbitration procedure for other terms and conditions of employment.

ARTICLE V

UNION SECURITY AND AGENCY SHOP

A. DUES DEDUCTION

1. The County agrees to deduct from the regular pay of employees included in this bargaining unit the membership dues for the Union. Authorization for dues deduction shall be provided on a dues deduction card supplied by the Union and submitted to the Administrator in charge of Fiscal Unit.

2. The Union shall certify to the County the amount of Union dues and shall notify the County of any change in dues structure fifteen (15) days in advance of the requested date of such change. The change shall be reflected in payroll.

3. Dues so deducted by the County together with a list of employees from whom dues have been deducted, shall be transmitted to the designated Union official as soon after each pay period as practicable.

4. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely with the fiscal Administrator.

B. AGENCY SHOP

1. Upon the request of the Union, the Employer 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 Employer by the Union, which amount shall not exceed 85% 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 Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Employer 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, (L. 1979, c. 477), 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 said deductions.

C. PEOPLE FUND

The County, effective upon execution of this Agreement, will deduct from the regular pay of employees in this bargaining unit, voluntary contributions into the Union's PEOPLE fund. Only those employees voluntarily authorizing such a deduction, in writing, will have such deductions made from their salary. Proof of such authorization shall be provided to the County prior to effecting the deduction.

ARTICLE VI

UNION RIGHTS

A. The Union shall have the right to distribute through the employee's mail boxes and/or desks, all material dealing with the proper and legitimate business of the Union, except during work hours.

B. The officers of the Union and representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Department Director, any conditions which may be a threat to the normal operating conditions of the County.

C. The County shall provide an appropriate place for the location of notices pertaining to said Union on each floor in each location.

D. When meetings are called that require the participation of the Union and the County at any departmental meetings, court proceedings, quasi-judicial meetings and any administrative meetings, such necessary representatives shall not lose pay as a result of such attendance.

E. There shall be no Union meetings on County premises without prior consent of the Department Director or Division Chief who agrees not to withhold such consent without just cause.

F. 1. No employee shall be terminated from employment without a hearing before the Department Director or his designee. Any employee facing possible termination shall be represented by the Union, before such action is effected.

2. (a) The Department Director or Division Chief may suspend any employee without pay due to misconduct, negligence, or for any other sufficient cause. The Department Director or Division Chief shall notify the employee and the Department of Personnel of the reason for the suspension. It is the intention of the Department Director, where time permits, to give prior notice of the

reason for said suspension. However, it is recognized that there may be instances where such advance notice is not possible.

(b) Before the Deputy, Administrator and/or Supervisor recommends to the Department Director suspension or termination of an employee, such Deputy, Administrator and/or Supervisor shall give the employee five (5) working days notice of the intention to suspend or terminate, during which time an attempt will be made to resolve the matter at a meeting among the Deputy, Administrator and/or Supervisor, the employee and the Union.

G. Layoffs and demotions shall be made in accordance with N.J.A.C. 4A:8-1.1 *et. seq.*.

H. The appointment of an employee to permanent status shall be in accordance with the guidelines promulgated by the New Jersey Department of Personnel pursuant to N.J.A.C. 4A:1-1.1 *et. seq.*.

1. The County agrees to prepare a list of all appointments, both permanent and temporary, and to submit same to the Union President as soon as the County Personnel Department prepares same for the State Department of Personnel. (List applies to personnel within the bargaining unit).

2. All employees who have passed the Civil Service test shall be notified, in writing, as to whether or not they have been appointed. Any employee who is not appointed shall be notified, in writing, as to the reasons why he/she was not appointed. Such notification shall be given within fifteen (15) days following the employee's certification from the Civil Service list. Copies of all correspondence shall be given to the Union.

ARTICLE VII

ORGANIZATIONAL CHART

The County agrees to make available to the Union copies of the organizational chart now in use by the County. The County further agrees to notify the Union of any changes or proposed changes in said chart.

ARTICLE VIII

UNION ACTIVITY WITH PAY

The County agrees that during work hours, on its premises and without loss of pay, Union representatives shall be allowed to:

1. Represent employees in the negotiating unit pursuant to grievance hearings.
2. Attend negotiating meetings if designated as a member of the negotiating team.
3. Attend scheduled meetings with the County and its representatives concerning the application of this Agreement whenever the Union and the Department Director deem it necessary.

ARTICLE IX

MEETINGS AND CONFERENCES

A. Special meetings and conferences – The Department Director, Division Chief, Deputy and/or Administrative Supervisors shall meet with representatives of the Union whenever:

1. There are any changes in the present administrative guidelines which might affect the daily responsibilities of casework or cause a significant change in same.

2. There are any new or additional programs added to the present system.

B. The purpose of such meetings will be to work out a coordinated plan in advance of implementation of said changes, to the best interest of the clients, agency and staff.

C. The Department Director shall meet regularly with representatives of the Union to discuss the present administration of the categorical assistance programs and related programs with the aim of improving services to clients and to discuss and recommend changes dealing with same. It is recommended that representatives of client groups be invited, at the discretion of the Director, to join in such meetings.

ARTICLE X

REASSIGNMENTS

A. VOLUNTARY REASSIGNMENTS:

Employees with less than six (6) months in a title are not eligible for voluntary reassignment in that title.

No voluntary transfer reassignment will be accepted during Civil Service Working Test Period.

B. INVOLUNTARY REASSIGNMENTS:

In connection with all involuntary reassignments, there will be a meeting between the Division Director, administrative person, Union representative, and the employee affected, concerning this reassignment, during which the employee shall be notified of the purpose of this reassignment.

C. JOB POSTING:

In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes of reassignment or promotion, and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall remain posted for five (5) working days during which time an interested employee may make written request for the position through his/her appropriate Administrator. Failure to act within the above-stated five (5) day period shall permit the employer to fill such vacancy. None of the above provisions shall preclude the employer from making an interim appointment. Any vacancies that are created as a result of a job transfer in order to fill another vacancy will be posted up to the third (3rd) replacement transfer needed to fulfill the original posted position.

D. DISCIPLINARY REASSIGNMENTS:

Reassignments to other duties or areas shall not be made for the purpose of imposing discipline.

E. UNION OFFICERS AND STEWARDS:

The County and the Union recognize that Union officers and Stewards have in their relationship to their jobs a need for continuity in the assigned location which exceeds that of other fellow employees. The County will endeavor to maintain Union Officer and Job Steward continuity in their job assignments.

F. CONSOLIDATION OR ELIMINATION OF JOBS:

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to be reassigned to any other job in the service of the County. Any employee reassigned as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is reassigned.

G. Such employees will have to demonstrate competence during a one-to-three month training period.

H. Except as otherwise provided by the New Jersey Department of Personnel regarding layoffs of permanent employees, employees will be reassigned on the basis of their seniority in title when the employees' other qualifications are equal.

ARTICLE XI

LIBRARY

A Library Committee shall consist of one member of the Union and one designee of the Department Director. This Committee will arrive at a bibliography to be purchased during the duration of this Agreement. The size of this bibliography will be decided by the Committee. The bibliography will be ordered within sixty (60) days following the signing of this agreement, to the extent of available appropriation.

ARTICLE XII

PERSONNEL FILES AND EVALUATIONS

- A. Duplicate copies of evaluations by Supervisors will be given to the respective employee.
1. Evaluation shall be made at least once each year for all employees.
 2. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his or her Supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the Administrative Supervisor or other administrator.
- B. All employees shall have access to their own personnel file during reasonable working hours of 9:00 to 11:00 a.m., and 1:00 to 3:00 p.m., upon written notification to their Administrative Supervisor or other administrator.
- C. All documents contained in this file shall be sequentially numbered and upon examination of said documents, each document shall be initialed by the employee concerned.
- D. The signature affixed to any document on any data does not indicate in any way that the employee agrees with the contents of the file. The signature is affixed to show only that the file has been reviewed in accordance with the contractual agreement between the County and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in this file dating from January 1, 1974, either in total or in part.
- E. A copy of subsequent documents placed in the personnel file shall be given to the employee.

ARTICLE XIII

HOURS OF EMPLOYMENT

- A. The workday shall begin at 8:30 A.M. and terminate at 4:15 P.M.
- B. Three-fourths of an hour shall be allowed for lunch, from 12:00 to 12:45 P.M.
- C. **OVERTIME**: Employees covered by this Agreement will be compensated at the rate of time and one-half in cash for overtime hours accrued in excess of the normal hours of the established workweek. Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit. Overtime will be computed at the rate of one and one-half times the regular hourly rate of that employee. Net accumulated overtime on a weekly basis shall be compensated in the following regular pay period at the rate of time and one-half pay. Assignment of opportunity for overtime earning shall be made on a rotating basis in order of seniority in title.
- D. **COFFEE BREAKS**: There shall be two fifteen minute coffee breaks during the day, allowed at any time during the day, subject to the individual's schedule. Each coffee break shall not exceed fifteen minutes, provided that coffee breaks shall not be used either to lengthen the lunch period or shorten the workday. Employees shall remain on their respective floors during coffee breaks.
- E. Employees with field assignments who are in the field need not return to the office at 3:30 p.m. This provision shall be reviewed for possible revision after six (6) months.
- F. **FLEXTIME SCHEDULING**: Effective as to employees hired after October 1, 1988 and as to employees hired prior to October 1, 1988 who volunteer for flextime:
1. Notwithstanding any provisions contained in this Agreement to the contrary, the County reserves the sole right to schedule an employee's regularly scheduled work day between the hours of 7:00 a.m. and 6:00 p.m., provided that the total hours worked by the employee per day and per week shall not

exceed the number of hours regularly worked by employees hired by the County in bargaining unit positions prior to October 1, 1988.

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 from among employees in the relevant department or unit, who shall be assigned the designated schedule. In the event that an incumbent employee (hired before October 1, 1988) who has volunteered to work a new shift wishes to return to the regular work schedule (8:30 a.m. – 4:15 p.m.) (s) he will be permitted to do so after six (6) months upon 20 working days notice to the employer.
- (b) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory (among post-October 1, 1988 hires) and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classifications being assigned to the designated work shift.
- (c) Upon the hiring of a new employee 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.

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, where necessitated by the scheduling of hours beyond the regular work day, during those hours outside the regular work day.

5. The County shall provide notice to the Union and the affected unit thirty (30) days prior to the implementation of a flextime work schedule in a department or unit. The County shall provide notice to the Union and the affected unit sixty (60) days prior to the termination of a flextime work schedule in a department or unit. If requested, the County shall meet with the affected employees and their Union representative for the purpose of explaining the flextime schedule.

6. An employee, working in a department or unit which otherwise does not have a flextime work schedule, may request to work a flextime schedule. Permission to work said schedule in a department or unit which otherwise does not have such a schedule shall be at the sole discretion of the County.

7. The County agrees to undertake reasonable efforts to ascertain the availability of County parking for those scheduled to work beyond the normal work day.

8. The County and the Union will establish a committee composed of both labor and management for the purpose of studying the application of flextime scheduling to employees hired prior to October 1, 1988, with the exception of persons hired before October 1, 1988 who choose to volunteer in accordance with this Article.

ARTICLE XIV

VACATION

A. Employees covered by this Agreement, shall be granted the vacation schedule below:

1st year of employment – one (1) day per month up to the end of the first calendar year;

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

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

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

Employees employed by the County for twenty-five (25) years or greater shall be entitled to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
25 Years	25 days
26 Years	26 days
27 Years	27 days
28 Years	28 days
29 Years	29 days
30 Years or greater	30 days

B. Scheduling of vacation shall be granted within a supervisory unit on a seniority-of-title basis. In the event of a conflict between vacation requests, those vacation requests scheduled by the previous February 1st, for the period up to, and including, Labor Day and August 1st, for the period up

to, and including, President's Day, shall have preference. Vacations requested after those dates for the pertinent periods shall be scheduled on a first-come, first-serve basis. The County will approve/deny the vacation request within five (5) working days.

C. Vacations may be granted on short notice in the event of an emergency. All vacation requests shall be made in writing and shall not be taken until approved in writing by the employee's supervisor. Vacation requests of more than five (5) consecutive days must be requested fourteen (14) days in advance. Emergency vacation documentation may be required from the employee upon return to work. Emergency vacation requests will not be unreasonably denied.

D. In event of termination, only earned vacation will be paid.

E. Vacation may be carried into the following year, but no further.

F. Where an employee has either resigned or been terminated from his/her services with the County and has used his/her credited, but unearned vacation time, receiving pay therefor, she/he shall refund to the County the amount of such overpayment. Where such an employee has a salary check due her/him at the time of such resignation or termination, the County shall deduct the amount of overpayment therefrom.

ARTICLE XV

PERSONAL DAYS

A. Employees on the payroll on January 1st will receive two personal days in anticipation of continued employment. After five years of continuous service, employees receive a third Personal Day.

B. Employees hired after January 1st will receive prorated Personal Days. The two personal-day entitlement is earned on the basis of one Personal Day for each full six-month period actually worked in a calendar year. The three personal-day entitlement is earned on the basis of one Personal Day for each four-month period actually worked in a calendar year.

C. Employees who leave County employment and who have not worked sufficient time in a calendar year to earn the number of personal days used in that year will have the dollar value of those excess personal days deducted from their final paycheck or otherwise be obligated to reimburse the County for the value of the excess personal day(s). Employees on a suspension or a leave without pay do not earn personal days for the period of the leave or suspension.

D. Personal days must be taken in the calendar year in which they are earned. Unused personal days may not accumulate or be carried to the next calendar year.

E. Employees who use all paid personal days in any one calendar year will not be credited with additional personal days until the beginning of the next calendar year.

F. Employees will not be compensated for personal days not taken in the calendar year in which they were earned. However, employees who resign, retire or who are terminated or laid off will be compensated for earned, but unused, personal days. Upon the death of an employee, unused earned personal days shall be paid to the employee's estate.

G. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of personal days. For example, employees who regularly work 25 hours per week are entitled to one personal day per full year worked.

H. Request to use personal days must be made in writing to Department Directors, or designees, at least 24 hours in advance. Request made on shorter notice may be granted in cases of emergency. Personal days may be taken in one-hour increments.

ARTICLE XVI

HOLIDAYS

A. Regular paid holidays shall be as follows:

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

B. In addition to the aforementioned holidays, the County will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the County Executive declares a holiday for all County employees.

C. **ABSENCE BEFORE AND AFTER HOLIDAY**

An employee who is absent from work due to illness the day before and the day following a legal holiday, shall not be paid for the holiday unless he has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate. If an employee is carried on the payroll as "absent no pay" or on a leave of absence without pay, this employee does not receive holiday pay, if a holiday is observed while he/she is employed in either status.

ARTICLE XVII

SICK LEAVE

A. Amount of Sick Leave:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Unused sick leave shall accumulate from year-to-year without limit.

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

B. Authorized Uses

1. Sick leave may be used by employees who are unable to work because of:

- a. Personal injury or illness not related to County employment;
- b. Exposure to contagious disease not related to County employment;
- c. 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
- d. Death in the employee's immediate family, for a reasonable period of time

C. 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.

D. Doctor's Notes

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must excuse the employee from work on each day absent because of a covered medical condition. Notes that merely indicate that the employee had a doctors 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 work day may result in denial of paid sick leave and may result in denial of paid sick leave and may also result in discipline up to and including discharge.*

E.. 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 you are 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.

F. 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 pro-rated entitlement, the amount of excess sick leave utilized shall be deducted from the employee's paycheck or otherwise be reimbursed to the County.

G. **Sick Leave Call-in Procedure**

1. An employee on a rotating shift or who is assigned to work in a continuous work location, such as a hospital, 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.
2. 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.
3. Employees who fail to timely notify the supervisor will be denied sick leave and are subject to discipline.
4. 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.

H. **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

LEAVES

A. PERSONAL LEAVE

Permanent employees who have been employed by the county for at least one continuous year, may be granted unpaid leaves of absence for personal reasons for up to 12-calendar months, normally in three-month intervals.

Provisional employees who have been employed by the County for at least one continuous year may be granted unpaid leaves of absence for personal reasons for up to three-calendar months, normally in one-month intervals.

Personal leaves will not be granted to employees who are seeking employment elsewhere.

Before being granted a personal leave, employees must use all earned vacation, personal and compensatory leave.

B. MISCELLANEOUS

Employees on unpaid leaves of absence do not earn vacation, sick or personal days for the period of the leave.

C. UNION BUSINESS

Employees elected to any Union office or elected by the Union to do work which takes them from their employment with the employer, may, at the written request of the Union, be granted a Leave of Absence, or excused absence, without pay. The Leave of Absence shall not exceed three (3) months, but it may be renewed or extended for a similar period, up to one (1) year, at any time, upon the written request of the Union, with approval of the County.

Notwithstanding anything contained in this subsection to the contrary, request for leave in excess of one (1) year, may be made on a case-by-case basis. In such cases, the County reserves the sole and exclusive right to reject such requests.

D. **EDUCATION**

After completing two (2) years of service, any permanent employee, upon written request, may be granted a Leave of Absence for educational purposes. The period of the Leave of Absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, with County approval, subject to Civil Service regulations.

One (1) year's Leave of Absence (with any requested extension) for educational purposes, shall not be provided more than once every three (3) years.

I. **MILITARY LEAVE**

Military Leave to be granted as provided by federal law.

ARTICLE XIX

UNPAID LEAVES

A. NON-JOB RELATED ILLNESS OR INJURY OR MATERNITY

1. PERMANENT EMPLOYEES:

An unpaid leave of absence not to exceed 12 months may be granted to permanent employees who have been employed by the County for at least one continuous year upon exhaustion of accrued sick leave.

2. PROVISIONAL EMPLOYEES

Provisional employees who have been employed by the County for at least one continuous year may be granted an unpaid leave of absence for up to three months upon exhaustion of accrued sick leave.

B. PERSONAL LEAVE

1. PERMANENT EMPLOYEES

Permanent employees who have been employed by the County for at least one continuous year may be granted unpaid leaves of absence for personal reasons for up to 12 calendar months, normally in three-month intervals.

2. PROVISIONAL EMPLOYEES

Provisional employees without permanent status who have been employed by the County for at least one continuous calendar year may be granted unpaid leaves of absence for personal reasons for up to three calendar months, normally in one-month intervals.

3. Personal Leaves will not be granted to employees who are seeking employment elsewhere.

4. Before being granted a personal leave, employees must use all earned vacation, personal and compensatory leave.

C. EXTENDED MEDICAL LEAVE

Extended Medical Leave, without pay, will be granted to permanent employees for a period not to exceed one (1) year, provided that such leave has been substantiated by a Medical Certificate. Such leave to be extended upon request and the approval of the County and the Department of Personnel.

D. UNION BUSINESS

Employees elected to any Union office or elected by the Union to do work which takes them from their employment with the employer, may, at the written request of the Union, be granted a Leave of Absence, or excused absence, without pay. The Leave of Absence shall not exceed three (3) months but it may be renewed or extended for a similar period, up to one (1) year, at any time, upon the written request of the Union, with approval of the County.

Notwithstanding anything contained in this subsection to the contrary, request for leave in excess of one (1) year may be made on a case by case basis. In such cases, the County reserves the sole and exclusive right to reject such requests.

E. EDUCATION:

After completing two (2) years of service, any permanent employee, upon written request, may be granted a Leave of Absence for educational purposes. The period of the Leave of Absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, with County approval, subject to Civil Service regulations.

One (1) year's Leave of Absence (with any requested extension) for educational

purposes, shall not be provided more than once every three (3) years.

F. MILITARY LEAVE:

Military Leave to be granted as provided by federal law.

G. MISCELLANEOUS

Employees on unpaid leaves of absence do not earn vacation, sick or personal days for the period of the leave.

ARTICLE XX

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

Leave will be granted, upon notice of five (5) working days to the immediate Supervisor and Agency Director, to Union delegates to attend Conventions and Conferences, not to exceed thirty-five (35) days in the aggregate during the year of the biennial AFSCME Conference and not to exceed twenty (20) days in interim years.

ARTICLE XXI

JOB CLASSIFICATION

Job Classification for all employees covered by this Agreement will follow the guidelines established by the State Department of Personnel.

ARTICLE XXII

OUT OF TITLE WORK

1. 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.

2. 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 to the County through the Grievance & Arbitration Procedure.

ARTICLE XXIII

HEALTH AND WELFARE

A. The County agrees to provide health insurance coverage for eligible employees and their immediate families in accordance with the existing Hudson County Health Benefits Program provided that in the event that Hudson County extends the coverage afforded its employees, it shall automatically apply to employees covered by this contract.

B. The Hudson County Pension Plan shall be available to all employees except where prohibited by law.

The County of Hudson and AFSCME Local 2306 agree to the implementation of a voluntary, employee-paid upgrade in the current dental insurance plan. The upgrade deductions shall be deducted on a pre-tax basis.

The County will endeavor to establish a Labor-Management Committee for the purpose of studying alternatives to provide pension benefits for those employees who have opted out of the County Pension Plan.

C. The existing Credit Union shall be made available to all employees subject to the by-laws of the Credit Union.

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

E. The Union agrees to participate in an insurance review committee composed of a representative of each Union to review the possibility of changing health and medical insurance coverage during the term of this Agreement.

F. Periodically, the State Health Benefits Program may change benefits and/or benefit

levels. The County has no input into or control over such changes. However, as a participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this agreement will be 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 or the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such change to the Union and employees.

ARTICLE XXIV

CAR MILEAGE AND INSURANCE

A. All employees responsible for field assignments shall receive \$.25 per mile as submitted on an itemized voucher. Any increase in mileage allowance by the County shall be granted proportionately to employees covered by this Contract.

B. **INSURANCE:**

The County shall provide to all employees performing field work and using his/her personal automobile:

1. Liability Insurance for \$100,000.00 per person and for \$300,000.00 per occurrence.
2. Property Damage - \$10,000.00.

ARTICLE XXV

EDUCATIONAL STIPENDS

A. Final decisions on applications for educational leave will be the responsibility of the County. In screening applicants for educational stipends, the County shall take into consideration the following:

1. Applicant's performance in present job, seniority, his/her interest and capacity for studying at a graduate level and his/her potential for special job assignments.

2. Applicant must be an employee of the County in a permanent status, for at least two (2) years.

B. Selection will be limited to two (2) candidates per year for a Master's Degree in Social work, in a New Jersey State University.

C. Approval is contingent upon Agency's ability to absorb and reassign workload during the period of study.

D. Upon graduation, the employee must remain with the County for a period of a month and a half for every month's attendance at school.

E. Subject to County approval, the cost of any graduate or undergraduate courses taken by permanent employees with two (2) years of service with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology or other job-related fields, will be reimbursed by the County provided that the employees make application, in writing, in advance, continue in full-time employment with the County and attain a passing grade. Such courses are to be taken at a New Jersey State institution during non-working hours.

F. The County will pay for tuition and stipends and specified expenses

G. Applicants hereunder will be limited to employees within the bargaining unit.

H. 1. The parties shall establish a joint labor-management relations committee, comprised of representatives of Local 2306 and 1697, for the purpose of studying and recommending to the County the inclusion of curricula in the County's current tuition reimbursement program; specifically, to address questions of job relatedness or proposed courses. The function of such a committee shall be to recommend. The County reserves the right to determine job relatedness for purposes of tuition reimbursement.

2. The County will explore the possibility of arranging for programs of education and skill development with Hudson County Community College and Jersey City State College.

3. Rate: The maximum tuition and mandatory fee reimbursement will be at the rate charged by Rutgers University for both undergraduate and graduate courses, as appropriate.

4. The County will entertain requests for up to 12 hours of release time for class attendance, in connection with approved curricula, on a case by case basis. This Agreement shall not compel the County, however, to grant such requests.

ARTICLE XXVI

PROMOTIONS AND APPOINTMENTS

A. Upon promotion of a permanent employee, all sick leave and vacation balances shall be retained by the employee.

B. Upon promotion, an employee shall be informed of his/her new rate of compensation one week in advance of the effective date.

C. In deciding to fill a position, the County will select the most senior candidate when all of the other qualifications of the candidates are equal.

D. **PROMOTIONAL INCREASE:**

An employee who is promoted to another title with a higher salary range shall have his/her salary adjusted to the minimum of the new range or receive five (5) percent of his/her current base salary, whichever is greater.

E. **APPOINTMENTS:**

1. During the duration of the contract, employees will be given preference from Civil Service lists of eligibles, to the maximum extent permitted by law and regulations provided that such employee's work performance warrants the appointment.

2. Any employee working for this Division for a minimum of three (3) months and who, during that period or afterwards, takes and passes the competitive Civil Service Examination, shall be appointed to the permanent position, subject to Civil Service rules and the existence of a vacancy.

ARTICLE XXVII

HIRING

Hiring is a managerial right. Only those meeting Civil Service requirements shall be subject to hiring.

ARTICLE XXVIII

TRAINING

The County will endeavor to provide at least one (1) Training Supervisor who meets the Civil Service specifications.

ARTICLE XXIX

NON-DISCRIMINATION CLAUSE

The County agrees to afford equal employment opportunity to qualified individuals regardless of race, color, creed, national origin, ancestry, age, sex, marital status, political affiliation, union membership, liability for service in the United States Armed Forces, status as a Vietnam-era or special disabled veteran, atypical cellular or blood trait or affectional or sexual orientation, physical or mental handicap that with reasonable accommodation does not significantly interfere with the ability to perform the essential functions of the job, this includes those with the HIV infection or AIDS.

ARTICLE XXX

WORK STOPPAGE

Neither the Union nor any employee represented by it, will engage in, or support any strike, work stoppage, slowdown or other job action. There shall be no Union activity on County premises during business hours except by mutual consent and as herein before agreed upon.

ARTICLE XXXI

WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE XXXII

CONTRACTING AND SUB-CONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work which is capable of being performed by the existing personnel within their titles.

ARTICLE XXXIII

SALARIES AND COMPENSATION

A. Salary, bonus and differential payments shall be provided to members of the bargaining unit in the amounts and at the times specified in this Agreement. Wage differentials from previous Agreements will continue. The wage adjustment differential shall be part of the employee's base salary. Such increases are exclusive of County longevity plan payments.

B. The parties agree that the salary and periodic negotiated raise provisions of this Agreement do not and are not intended to establish a system of automatic anniversary increments within the meaning of Galloway Township Board of Education v. Galloway Township Education Association, 78 N.J. 25.

C. There will be no other salary increases during the term of this Agreement other than those increases which have been negotiated by the parties and included in this Article.

D. **WAGE INCREASES:**

Except as provided elsewhere in this Agreement, all current base salaries and minimum salaries for each title shall be increased as follows:

3.5% effective July 1, 2004.

3.5% effective July 1, 2005

E. The benefits of this Agreement shall apply to all employees employed in the County as of March 14, 2002. Employees who are not on the payroll as of the date of ratification of this Agreement shall not be entitled to retroactive salary or benefits with the exception of employees who retired or were laid off between July 1, 2001 and March 14, 2002, the date of ratification.

The County agrees to request that the Department of Personnel (Civil Service) conduct a promotional exam to fill vacancies in the position of HHS II on an annual basis. To the extent vacancies exist in the title HHS II, they shall be filled by those who successfully complete the HHSII promotional exam. To the extent the number of successful applicants who pass the promotional exam exceeds the number of vacancies, the County shall consider the creation of additional HHS II positions to accommodate said employees. However, the County shall not be obliged to create HHS II positions for this or any other purpose. Moreover, the County retains the right, and shall exercise the right, to retain and hire into the title of HHS I. Notwithstanding anything contained herein to the contrary, progression from HHS I to HHS II shall be in accordance with the regulations and procedures established by the Department of Personnel (Civil Service) including, without limitation, promotional examination. In no event shall a promotion from HHS I to HHS II be considered or deemed to be as automatic, nor shall the category of HHS I be construed simply as a training position for HHS II.

F. SALARY LAG

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 the pay period. 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. Except as noted elsewhere in this Agreement, minimum salaries will be increased on July 1st of each year of the contract by the percentages noted above.

G. No early release of paychecks and advance vacation pay will be permitted. Clerical Minimums attached as Appendix B establishes new minimum salaries for listed clerical titles effective July 1, 2001. Employees who receive this new minimum will not receive the 3% increase effective July 1, 2001. However, they will receive the increases negotiated beginning July 1, 2002.

H. Effective July 1, 2001, the minimum annual starting salary for HHS I is \$23,500. Employees who receive the new HHS I minimum salary will not receive the 3% increase effective July 1, 2001. However, HHS I employees will receive the increases noted in Paragraph D on July 1, 2004 and July 1, 2005.

I. Attached hereto as Appendix B, is a list of employees whose annual base salaries have been adjusted to reflect the Civil Service mandated change in titles from Income Maintenance to the Human Services Series and/or higher educational requirements for other covered titles and/or to maintain salary differentials between supervisors and subordinates. Employees whose names appear on Appendix B will receive the negotiated increases noted in Paragraph D on July 1st in each year of this Agreement.

J. Bilingual Pay. Effective July 1, 2002, employees holding permanent Civil Service status in a bilingual title will receive a 5% increase to their annual base salaries. The County will determine what languages will qualify for the 5% payment. The County will also determine the number, type and location of positions to be allocated for bilingual pay.

K. If the County hires a new employee above the minimum salary for the title in question, which they may do, then that new salary becomes the minimum and every current employ in that title in question shall be at that minimum.

L. No early release of paychecks or advance vacation pay will be permitted.

M. The County agrees to implement a six (6) month trial transit pass program that permits eligible employees to purchase bus/train tickets on a pre-taxed basis via payroll deduction. The trial period may be extended upon the mutual agreement of the parties. The County will use its best efforts to begin the program by July 1, 2002. Details about the program are available from Union and County representatives.

ARTICLE XXXIV

HEALTH BENEFITS AND INSURANCE PROGRAM

A. **PRESCRIPTION DRUG PROGRAM:**

Effective June 16, 1993, the co-payment for prescription drug coverage shall increase to \$5.00 for brand name drugs, and \$1.00 for generic drugs.

B. **DENTAL PROGRAM:**

Effective July 1, 1979, the County shall establish the basic County Dental Program which shall be at the benefit level of the Blue Cross/Blue Shield Basic Plan benefit level. This County Basic Dental Program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered with health insurance, such employee may elect the employee and children program. Effective July 1, 1981, the plan shall be expanded to provide full family coverage.

The County of Hudson and AFSCME Local 2306 agree to the implementation of a voluntary employee-paid upgrade in the current dental insurance plan. The upgrade deductions shall be made on a pre-tax basis.

C. **LIFE INSURANCE:**

Effective July 1, 1979, the County Life Insurance Program shall be increased to the benefit level of \$5,000.00.

D. **INSURANCE BENEFITS:**

Should any other Union receive an improved program or new program, this shall be accorded to AFSCME, Local 2306. This includes but is not limited to an income disability program.

E. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input or control over such changes. However, as a participating SHBP employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this Agreement will be 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, or an individual employee or the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such change to the Union and employees.

ARTICLE XXXV

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 to which the employee and the County are required to make equal payments.

ARTICLE XXXVI

ENTITLEMENT TO ECONOMIC BENEFITS

Only those on the payroll as of the date of the execution of this Agreement and thereafter will be entitled to benefits.

ARTICLE XXXVII

LONGEVITY

A. The County of Hudson, recognizing the importance of long term employees of the County of Hudson, sets forth the following longevity program:

(1) For employees with more than five (5) years of service but not more than ten (10) years of service:

\$400.00 per annum on 01/01/2005

(2) For employees with more than ten (10) years of service but not more than fifteen (15) years of service:

\$600.00 per annum on 01/01/2005

(3) For employees with more than fifteen (15) years of service but not more than twenty (20) years of service:

\$800.00 per annum on 01/01/2005

(4) For employees with more than twenty (20) years of service but not more than twenty-five (25) years of service:

\$1000.00 per annum on 01/01/2005

(5) For employees with more than twenty-five (25) years of service:

\$1,200.00 per annum on 01/01/2005

B. 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 XXXVIII

RETIREMENT

A. The County shall provide retirement leave payment as follows. The retirement leave payment for an employee shall be calculated at the rate of one day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$10,000.00. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay the employee's estate the retirement leave pay.

B. The County shall pay the costs of Horizon Blue Cross and Blue Shield for County employees, with at least ten (10) years of service, who retire after January 1, 1987. The County shall not be required to provide a greater benefit than Recommendation Number 4 from Jeffrey Tener's September 9, 1985 Fact-Finding Report.

C. The implementation of subsection "B" above, which limits health care insurance to employees who retire on or after January 1, 1987 (with years of service proviso), requires State Approval. The County cannot provide this benefit unless the State authorized it only for employees who retire on or after January 1, 1987. The County is prepared to pay for this benefit with local County funds. The County shall immediately apply for State approval to provide this benefit, limited to employees who retire on or after January 1, 1987. The County shall not be required to provide health care insurance for those who retire prior to January 1, 1987. Specifically, the County shall not be required by acceptance of this provision, to provide this benefit to those employees who retired prior to January 1, 1987. If this benefit

cannot be provided to employees with less than twenty-five (25) years of membership in the pension system, then this provision shall be modified to conform with the law.

ARTICLE XXXIX

FUNERAL LEAVE

A. An individual employee 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, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

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.

ARTICLE XL

NON-CLIENT CONTACT DAYS

The County agrees to schedule two (2) days per calendar month as non-client contact days, for employee members of the bargaining unit whose principal responsibility is to interview County welfare clients, for the purpose of affording said employees the opportunity to focus their complete attention upon paperwork and related activities attendant to the interviewing of such clients. Notwithstanding the foregoing, employees whose absenteeism for any reasons, in the discretion of supervision, renders the scheduling of such non-client contact days impracticable in a given month, shall waive the scheduling of such non-client contact days in said month. In any month where an employee has insufficient paperwork, in the discretion of supervision, to warrant having two (2) complete non-client contact days, the employee shall have only that amount of time, in the discretion of supervision necessary to perform the necessary paperwork.

ARTICLE XLI

SAFETY COMMITTEE AND FIRST AID KITS

The County agrees to form, in combination with the Union, a Safety Committee, the composition and meeting to be as mutually agreed by the parties hereafter. Said committee shall review employee concerns with respect to video display terminals and make recommendations to the County in that regard.

The County agrees to maintain and stock a basic First Aid Kit on each floor of the County Welfare buildings.

ARTICLE XLII

RETROACTIVE PAYMENTS

The parties agree that in the next collective negotiations agreement that they may conclude, employees who are not on the payroll as of the date of Ratification of a successor agreement shall not be entitled to retroactive salary, or benefits with the exception of employees who retired or were laid off between July 1, 2001 and the date of ratification.

ARTICLE XLIII

MISCELLANEOUS

A. All terms and conditions of employment contained in the parties 1996-1999 Collective Bargaining Agreement shall remain unchanged except as modified herein.

B. This Memorandum contains the entire agreement of the parties. Any proposals and counter proposals not contained herein are withdrawn and void.

C. This Memorandum is subject to ratification by the Hudson County Board of Chosen Freeholders and by the membership of the Local 2306 Bargaining Unit. The undersigned represents that they are authorized to enter into this Memorandum on behalf of their respective principals.

The parties agree to recommend that their respective principals ratify this Memorandum.

Except as noted, all provisions are effective July 1, 2001.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the day of , .

COUNTY OF HUDSON

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, LOCAL
2306

Thomas A. DeGise

Dated: _____

Attest:

Attest:

APPENDIX A

TITLE	MINIMUM ANNUAL BASE SALARY EFFECTIVE JULY 1, 2001
Clerk	\$18,540
Senior Clerk	\$19,096
Principal Clerk	\$20,051
Clerk Typist	\$19,096
Senior Clerk Typist	\$20,051
Principal Clerk Typist	\$21,054
Account Clerk	\$19,096
Senior Account Clerk	\$20,051
Principal Account Clerk	\$21,054
Account Clerk Typing	\$19,096
Senior Account Clerk Typing	\$20,051
Principal Account Clerk Typing	\$21,054
Payroll Clerk	\$19,096
Senior Payroll Clerk	\$20,051
Principal Payroll Clerk	\$21,054
Payroll Clerk Typing	\$20,051
Senior Payroll Clerk Typing	\$21,054
Principal Payroll Clerk Typing	\$22,107