

**AGREEMENT**  
**BETWEEN**  
**COUNTY OF HUDSON**

**- and -**

**LOCAL 1697**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES**  
**AFLCIO**

**July 1, 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 1697, American Federation of State, County and Municipal Employees (AFLCIO).

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 should arise, not covered herein, it is the intent of the undersigned to review the matter and mutually arrive at an equitable solution.

## **PREAMBLE**

THIS AGREEMENT, dated March 12, 1998, is entered into by and between the County of Hudson, 567 Pavonia Avenue, Jersey City, New Jersey 07306 (“County”), and Council 52, Local 1697, American Federation of State, County and Municipal Employees, AFLCIO, 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, at least sixty (60) days prior to the expiration date of this Agreement.

C. By mutual agreement, this contract and its provisions can be extended to remain in full force and effect during any extended periods 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 provisions of this contract may be reopened for purposes of negotiations.

**ARTICLE II**  
**RECOGNITION**

The County recognizes the Union as the exclusive collective negotiations agent for the employees in the classification of Social Work Supervisor; Human Service Specialist IV(IMSV), Human Service Specialist IV(CSSV), Human Service Specialist IV(IMSVB) Supervisor of Property and Resources; Training Supervisor; Assistant Training Supervisor; Accountant; Senior Accountant; Data Processing Coordinator; Supervising Clerk; Supervising Account Clerk, and Senior Investigator title.

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 position of Administrative Supervisor and exclusive of personnel below the position of Supervisor.

**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 operation; determine methods, means and personnel by which its operations are to be conducted; determine the contents of job classifications; 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 decision on these matters is 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.

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

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. Nothing herein shall prevent any employee from processing his/her own grievance through step three 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 at 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.

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 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 costs 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. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

I. 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 that would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

J. Investigation and processing of grievances by officially designated Union Stewards that have been formalized and submitted in writing, shall be allowed providing that such times 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 the appropriate authority whenever he 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 situation warrants this.

K. The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. It is understood that labor-management meetings shall be attended by no more than one-half (½) of the number of stewards.

L. EXCEPTIONS TO THE GRIEVANCE PROCEDURE: Group insurance programs, Blue Cross, Blue Shield, Major Medical and Worker's Compensation issued to the employees, are subject to all the terms and conditions of the contracts, and if any differences should arise between employer and any employee in regard to the interpretation of these contracts, they shall be settled under the terms of the above mentioned contracts and not under the grievance procedure of this Agreement.

Employees who hold "provisional" status under Civil Service Law and are hired after the ratification of this agreement may be disciplined or terminated by the County and with no recourse to the grievance and arbitration procedure during the first six (6) 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. 34:13A5.5©) 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, 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 that 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/her 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 or Administrator recommends to the Department Director suspension or termination of an employee, such Deputy or Administrator 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 or Administrator, the employee and the Union.

G. Layoffs and demotions shall be made in accordance with N.J.A.C. 4A:81.1 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:11.1 et seq.

I. 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 Personnel Department prepares same for the Civil Service Department. (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) working days following the employee 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 Director. 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 working 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 Director deem it necessary.

## ARTICLE IX

### MEETINGS AND CONFERENCES

Special Meetings and Conferences - The Department Director, Division Chief/Deputy and/or Administrative Supervisors shall meet with representatives of the Union whenever:

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

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

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 to recommend changes dealing with same. It is recommended that representatives of client groups be invited to join in such meetings, at the discretion of the Director.

**ARTICLE X**  
**REASSIGNMENTS**

A. The County agrees that at least ten (10) days prior to any voluntary reassignment of Social Workers or Income Maintenance Technicians, it will give written notice to the Unit Supervisors of the areas from which and to which the reassignment is requested. The County further agrees to afford a Supervisor objecting to such reassignment the opportunity to present, in writing, his/her reasons, limited to his/her evaluation of the requesting employee's competence to perform his/her new duties. Any objections shall be submitted to the County's Personnel Officer who shall review such objections with the objecting Supervisor.

The employee requesting reassignment will be given a copy of the Supervisor's objections to his/her reassignment. The objecting Supervisor will then have the right to review any written answer by the employee requesting reassignment.

The County also recognizes the importance of supervisory consultation concerning reassignment of personnel between supervisory units. When it is in the interest of all parties, the Personnel Officer may call a meeting of all concerned parties so that all objectionable consequences of the reassignment may be aired.

It is understood that any conclusions reached at said meeting are not binding in any way but only seek to promote better understanding among employees.

B. **VOLUNTARY REASSIGNMENTS:**

In all voluntary reassignments of supervisory personnel, employees shall be reassigned on the basis of work performance, permanence and seniority in title. Such reassignments

will depend upon the availability of job openings and adequate coverage of the vacancy created by the reassignment. There will be a limit of one supervisory reassignment from an Administrative Supervisor's Unit during a six (6) month period commencing with the date of posting. No voluntary transfer reassignment will be accepted during Civil Service Working Test period.

C. INVOLUNTARY REASSIGNMENTS:

Before any involuntary reassignment of supervisory personnel, a meeting shall be held between the County and the Union to discuss the proposed reassignment and its purpose, at which time the Union shall have the right to propose alternative methods of staffing. If the County deems necessary such reassignment, it shall be made on the basis of work performance, permanence and seniority in title.

D. JOB POSTING:

In order to keep employees within a department or organization 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 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.

E. DISCIPLINARY REASSIGNMENT:

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

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/she is reassigned.

G. UNION OFFICERS:

The County and the Union recognize that Union (unit) representatives have, in their relationship to their jobs, a need for continuity in the assigned location that exceeds that of other fellow employees. The County will endeavor to maintain Union (unit) representatives' continuity in their job assignments.

**ARTICLE XI**

**LIBRARY**

Members of the Union will be granted the right to use any library established on County premises.

**ARTICLE XII**

**PERSONNEL FILES AND EVALUATIONS**

A. Duplicate copies of evaluations by Administrative Supervisors will be given to the respective employee as per Civil Service Rules.

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 Administrative Supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the Administrative Supervisor.

B. 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.

C. 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.

D. A copy of subsequent documents placed in the personnel file shall be given to the employee.

E. Supervisors shall have the right to review the personnel files of those employees under their supervision. This shall be considered as part of normal supervisory routine.

F. Supervisors shall make two (2) regular evaluations of employees under their supervision during the months of January and July and at any other time upon the request of the County.

**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 earnings shall be made on a rotating basis in order of seniority in title.

- D. COFFEE BREAKS:

There shall be two (2) fifteen (15) 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 (15) 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. 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 of 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 twenty (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 classification being assigned to the designated work shift.

©) 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 ©) 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 volunteer basis.

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

4. The County will undertake reasonable efforts to provide security measures, where necessitated by the scheduling of hours beyond the regular workday, during those hours outside the regular workday.

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 that 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 that 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 workday.

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 hired January 1, 1979 and later, covered by this Agreement shall be granted the vacation schedule below:

- \* First 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 to the twenty-fourth calendar year, twenty (20) working days;
- \* Employees employed by the County for 25 years or grater shall be entitled to the following schedule:

| <b><u>Years of Service</u></b> | <b><u>Vacation Days</u></b> |
|--------------------------------|-----------------------------|
| 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 vacations 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, with seniority-in-title 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 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 therefore, he/she shall refund to the County the amount of such overpayment. Where such an employee has a salary check due him/her at the time of such resignation or termination, the County shall deduct the amount of overpayment therefrom.

**ARTICLE XV**  
**PERSONAL DAYS**

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

Employees hired after January 1st, 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.

Employees who leave the 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.

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

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.

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 were terminated or laid off will be compensated for earned but unused personal days. Upon the death of an employee unused,

earned-personal days will be paid to the employee's estate.

Employees who regularly work 20 hours or more, and less than 35 hours per week, receive a proportionate amount of personal leave. For example, employees who regularly work 25 hours per week receive one personal day per full year worked.

Requests to use personal days must be made in writing to Department Directors, or designees, at least 24 hours in advance. Requests made on shorter notice may be granted in cases of emergency.

Personal leave may be taken in one-hour increments.

**ARTICLE XVI**

**HOLIDAYS**

A. Regular paid holidays shall be as follows:

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

B. In addition to the aforementioned holidays, the County will grant a holiday when the Governor, in his/her 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. HOLY DAYS:

Employees shall not be permitted to attend religious services during work hours on Holy Days of Obligation.

D. 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**

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 fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.
- C. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of paid sick leave. For example, employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.
- D. An employee continues earning sick leave from the day of hire and as long as the employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.

- E. Sick leave shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year 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.

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 2-A 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 entitlements to sick leave may be required to submit a doctor's note. The note must 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. 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 may 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 pro.-rated 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 workday.
- B. An employee on a non-rotating shift or in a non-continuous operation work location who is absent due to illness or injury must notify his/her supervisor no later than 15 minutes after the start of the employee's regularly-scheduled workday.
- C. Employees who fail to timely notify the supervisor or his/her designee 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.

9. Four Hour Work Rule

Effective upon ratification of this Agreement, the practice of allowing employees to leave

work after completing four hours of work and not being charged a sick day will cease. Instead, employees who leave work before completing their full day's work for reasons covered by this Sick Leave Article will be paid for the time worked. Those employees will also be charged a prorated sick day for that portion of the regular work day that was not worked.

**ARTICLE XVIII**

**PAID LEAVE**

A. **EMERGENCY AND SPECIAL LEAVE:**

Employees shall be granted Emergency and Special Leave pursuant to N.J.A.C.

4A:61.12.

B. **VOTING TIME:**

Employees shall be granted a leave of absence with pay in accordance with County

Policy.

**ARTICLE XIX**

**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.

**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**

**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 the 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 will endeavor to establish a Labor-Management Committee for the purpose of studying alternatives to provide pension benefits for those 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.

**ARTICLE XXIII**

**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 Supervisors using their personal automobiles in the course of their employment with the County:

1. Liability Insurance for \$100,000 per person and for \$300,000 per occurrence.
2. Property Damage - \$10,000.

**ARTICLE XXIV**

**HEALTH BENEFITS AND INSURANCE PROGRAM**

A. **PRESCRIPTION DRUG PROGRAM:**

Effective upon the ratification of this Agreement, 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 that 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 1697 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.

C. **LIFE INSURANCE:**

Effective July 1, 1979, the County Life Insurance Program shall be increased to a benefit level of \$5,000.

D. **INSURANCE REVIEW COMMITTEE:**

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.

E. SHBP CHANGES IN BENEFIT LEVELS

Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input in 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 XXV**

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

D. 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.

**ARTICLE XXVI**

**RETIREMENT LEAVE**

A. Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$10,000. If the current budget does not permit immediate payment upon retirement, then such payment shall be made after November 15th, but in no event later than the following January. 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 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. (County of Hudson – and – District 1199J, NUHHCE.)

C. The implementation of sub section "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 authorizes 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 XXVII**

**DISABILITY BENEFIT**

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 XXVIII**

**EDUCATIONAL STIPENDS**

A. Final decision 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, employee must remain with this County for a period of one and one-half months (1½) 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. TUITION REIMBURSEMENT COMMITTEE:

(1) The parties shall establish a joint Labor-Management Relations Committee, composed of representatives of Locals 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 of 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 New Jersey City University.

(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 twelve (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 XXIX**

**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. Whenever a position becomes vacant, seniority and past performance shall be weighed evenly in filling the position.

D. **APPOINTMENTS:**

1. During the duration of the contract, employees will be given preference in appointment 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.

E. **PROMOTIONAL INCREASE:**

Any 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.

**ARTICLE XXX**

**HIRING**

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

**ARTICLE XXXI**

**TRAINING**

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

**ARTICLE XXXII**

**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 XXXIII**

**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 hereinbefore agreed upon.

**ARTICLE XXXIV**

**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 XXXV**

**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 that is capable of being performed by the existing personnel within their titles.

**ARTICLE XXXVI**

**LONGEVITY**

A. The County of Hudson, recognizing the importance of long-term employees of the County of Hudson, sets forth the following Longevity Programs, which became effective July 1, 1976 and since January 1, 2002, have been at the following rates:

(1) For employees with more than five (5) years of service but not more than ten (10) years of service - \$300 per annum;

(2) For employees with more than ten (10) years of service but not more than fifteen (15) years of service - \$500 per annum;

(3) For employees with more than fifteen (15) years of service but not more than twenty (20) years of service - \$700 per annum;

(4) For employees with more than twenty (20) years of service but not more than twenty-five (25) years of service - \$900 per annum;

(5) For employees with more than twenty-five (25) years of service - \$1,100 per annum.

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.

C. Longevity is increased as follows:

**EFFECTIVE 01/01/2005**

- (1) \$100.00 - (\$300 to \$400 per annum)
- (2) \$100.00 - (\$500 to \$600 per annum)
- (3) \$100.00 - (\$700 to \$800 per annum)
- (4) \$100.00 - (\$900 to \$1000 per annum)
- (5) \$100.00 - (\$1100 to \$1200 per annum)

**ARTICLE XXXVII**

**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 salary increases during the term of this Agreement other than those increases that 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 for each title, shall be increased as follows:

- 3.5% Effective July 1, 2004
- 3.5% Effective July 1, 2005

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.

F. Except as noted elsewhere in this Agreement, minimum salaries will be increased on July 1<sup>st</sup> of each year of the contract by the percentages noted above. 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 maximum and every current employee in that title in question shall be at that minimum.

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

H. Employees who regularly work 35 or more hours per week and who are absent five days or less in a full calendar year due to sickness, absenteeism, suspension or unpaid leave of absence (except military leave), shall be paid \$100.00 (less taxes) on the last regular pay day in December.

Employees who regularly work 20 or more and less than 35 hours per week and who are absent five days or less in a full calendar year due to sickness, absenteeism, suspension or unpaid leave of absence (except military leave), shall be paid \$50.00 (less taxes) on the last regular pay day in December.

I. 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 and type and location of positions to be allocated for bilingual pay.

J. Adjusted salaries – attached as Appendix B, reflects the annual base salaries of employees adjusted to reflect the Civil Service mandated change in titles from Income Maintenance to Human Service Series and/or higher educational requirements for other covered titles and/or to maintain salary differentials between supervisors and subordinates. Employees on the attached list will receive the negotiated increases noted above on July 1<sup>st</sup> in each year of the contract.

**ARTICLE XXXVIII**

**ENTITLEMENT TO ECONOMIC BENEFITS**

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

**ARTICLE XXXIX**

**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 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 XL**

**SAFETY COMMITTEE AND FIRST AID KIT**

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 XLI**

**RETROACTIVE PAYMENTS**

Retroactive Effect. 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 8, 2002, the date of ratification.

**ARTICLE XLII**

**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 XLIII**

**TRANSIT PASS**

The County agrees to implement the Transit Pass Program attached as Appendix C on a trial basis for six (6) months. 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.

**ARTICLE XLIV**

**MISCELLANEOUS**

A. All terms and conditions of employment contained in parties' 2001-2004 collective negotiations agreement shall remain unchanged except as modified herein.

B. This Memorandum contains the entire agreement of the parties. Any proposal and counterproposal 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 Local 1697 Bargaining Unit. The undersigned represent that they are authorized to enter into this Memorandum on behalf of their respective principals.

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 1697**

By: \_\_\_\_\_  
**Thomas A. DeGise**  
**County Executive**

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## MINIMUM SALARIES

G:\Contracts\2004\Hudson Cty and AFSCME Co 52 Loc 1697 2004.wpd