

Contract no. 951

**AGREEMENT
BETWEEN THE
COUNTY OF HUDSON**

-and-

**LOCAL 1697
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO**

JULY 1, 1989 - JUNE 30, 1992

**GENOVA, BURNS & SCHOTT
354 Eisenhower Parkway
Eisenhower Plaza II
Livingston, New Jersey 07039**

GENERAL
INSTITUTE OF MANAGEMENT
JUN 1989
RUTGERS UNIVERSITY

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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, (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 should 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:

Negotiating Teams

COUNTY OF HUDSON

LOCAL 1697, AFSCME, AFL-CIO

ARTICLE I

DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 1989, and shall remain in full force and effect through and including June 30, 1992.

B. Negotiations on a successor contract shall commence on or about April 30, 1992, 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 re-opened 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; Income Maintenance Supervisor; Supervisor of Property and Resources; Training Supervisor; Accountant; Senior Accountant; Assistant Training Supervisor; Data Processing Coordinator; Supervising Clerk; and, Child Support Supervisor.

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 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.

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 aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service statutes and regulations.

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 have full power to hear the dispute and make a final determination which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. 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. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as 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 which 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 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 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 (1/2) 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.

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(c) 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 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/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, terminations and demotions shall be made on the basis of length of permanent service in title, accumulated by the employee, with the County or its successor employer.

H. The County recognizes that employees of the bargaining unit holding one of the job classifications covered by this Agreement on a temporary basis, are in fact permanent employees of the County for purposes of vacation, sick time, leaves, layoffs, terminations and compensation. In this regard,

permanence shall be determined in accordance with Civil Service Rules and Division of Public Welfare regulations.

During the duration of this Agreement, whenever a supervisory position becomes vacant or is created, the County agrees to notify the Union thereof in advance of the position's being filled.

In the event that the administration of assistance programs is transferred to other governmental agencies, employees with the most seniority in title will have preference to those positions still remaining under the administration of the County.

I. During the duration of this contract, when a position becomes vacant and an appointment is considered, and an employee currently working at the County is among the persons certified by the Civil Service Commission to this position, such employee will be given preference in appointment to the maximum extent permitted by law and regulations, provided that such employee's work performance warrants the appointment.

J. 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'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 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 which might affect the daily responsibilities of case work 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

TRANSFERS

A. The County agrees that at least ten (10) days prior to any voluntary transfer 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 transfer is requested. The County further agrees to afford a Supervisor objecting to such transfer the opportunity to present, in writing, his reasons, limited to his evaluation of the transferring employee's competence to perform his new duties. Any objections shall be submitted to the County's Personnel Officer who shall review such objections with the objecting Supervisor.

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

The County also recognizes the importance of supervisory consultation concerning transfer 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 transfer 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 TRANSFERS:

In all voluntary transfers of supervisory personnel, employees shall be transferred on the basis of work performance, permanence and seniority in title. Such transfers will depend upon the availability of job openings and adequate coverage of the vacancy created by the transfer.

C. INVOLUNTARY TRANSFERS:

Before any involuntary transfer of supervisory personnel, a meeting shall be held between the County and the Union to discuss the proposed transfer and its purpose, at which time the Union shall have the right to propose alternative methods of staffing. If the County deems necessary such transfer, 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 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 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 TRANSFERS:

Transfers or 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 transfer to any other job in the service of the County. Any employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

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 which 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 initialled 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 individuals'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.
- (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 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 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 hired January 1, 1979 and later, 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 thirtieth calendar year, twenty (20) working days;

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

B. Employees hired prior to January 1, 1979, and covered by this Agreement, shall be granted the vacation schedule below:

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

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

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

Beginning the thirty-first year, twenty-five (25) working days.

C. Effective January 1, 1990, employees employed by the County for 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 and greater	-	30 days

In all other respects vacation entitlement shall remain unchanged.

D. Scheduling of vacation shall be granted on a seniority basis. In event of conflict of vacation schedules, seniority in title shall prevail.

E. Vacation time shall be granted on short notice in the event of an emergency.

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

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

H. 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.

I. REQUESTS FOR VACATION: Requests for vacation shall be made and submitted in advance for permission at any time

of the year. Vacation may be taken at any time with the intent that employees will continue employment to the end of the calendar year, permission not to be withheld without substantial reason.

J. An employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least thirty (30) days in advance, and request for payment is made prior to thirty (30) days. An employee may request that the County defer vacation pay.

ARTICLE XV

PERSONAL DAYS

A. Employees of the County with not less than one (1) year's continuous service shall be entitled to two (2) personal days per year. An additional personal day shall be granted to employees after five (5) years of service.

B. Only those employees with one (1) year's continuous service will be entitled to the above personal days, to be granted to them after their respective anniversary dates.

C. 1. Requests for personal days shall be made in writing at least twenty-four (24) hours in advance and approved in advance of the request date or dates from the employee's immediate Supervisor or Deputy Director.

2. Personal days shall be granted on short notice in the event of an emergency.

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. 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

A. PERMANENT EMPLOYEES:

1. Fifteen (15) sick days starting on January 1st of the year following their appointment from a Civil Service list, based on 1 1/4 days earned a month. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year.

2. Sick leave may be accumulated indefinitely during term of employment.

3. The sum of \$100, less taxes, shall be paid to each employee who uses five (5) or less sick days during the course of the preceding twelve (12) month period, in a calendar year, December included, to be paid on the last regular pay day in December.

4. In the event of termination of employment due to illness, earned sick leave is to be paid.

5. If the matter of the employee's dismissal is taken up through the grievance procedure or an appeal is made to the Merit System Board (formerly Civil Service Commission) and a final decision is handed down ordering a reinstatement of such employee, the said employee, upon reinstatement by the County, shall be entitled to the sick time and vacation earned, before dismissal and up to the date of the reinstatement if so ordered.

B. DOCTOR'S STATEMENT:

A doctor's statement for illness shall be required after five (5) consecutive work days absence pursuant to Civil Service regulations. The Director may require acceptable medical evidence substantiating illness whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. CHECKING RECORDS FOR VERIFICATION OF ACCUMULATED VACATION AND SICK LEAVE:

Upon a reasonable request of an employee to the Deputy Director or Administrative Supervisor, information regarding accumulated vacation and sick leave will be given. It is not the intent of the administration to deny this request.

D. REIMBURSEMENT:

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

ARTICLE XVIII

PAID LEAVE

A. EMERGENCY AND SPECIAL LEAVE:

Employees shall be granted Emergency and Special Leave pursuant to N.J.A.C. 4A:6-1.12.

B. VOTING TIME:

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

ARTICLE XIX

LEAVES

REASONABLE PURPOSE:

A. PERMANENT EMPLOYEES:

Leaves of Absence, for a limited period not to exceed three (3) months, may be granted to permanent employees for any reasonable period and such leave may be extended or renewed, on written application, up to twelve (12) months, with approval of the County.

B. UNION BUSINESS:

Employees elected to any Union office or selected 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, requests 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.

C. 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.

D. EXTENDED SICK LEAVE:

Extended Sick 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 with the approval of the County, subject to final approval by the Division of Public Welfare and the Department of Civil Service.

E. INTENT:

It is not the intent that permission shall be withheld on the above-mentioned requests without substantial reason.

F. INJURY ON THE JOB:

1. An employee injured on the job shall be entitled to apply accumulated sick time against the time while off the job due to injury; or

2. An employee injured on the job shall be entitled to receive payment for the injury in accordance with the Worker's Compensation Disabilities schedule.

G. PARENTAL LEAVE:

Parental Leave for pregnancy and confinement and for the adoption of an infant or newborn will be granted to permanent employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months and will be, upon written request, extended to a maximum of one (1) year. The employee may exhaust all sick and vacation time during such leave, but not to exceed one (1) month beyond termination of pregnancy.

H. MILITARY LEAVE:

Military Leave to be granted as provided by federal law.

I. Any salary raise or increment granted as a result of Union negotiations and becoming effective while an employee is on leave shall be added to the employee's annual salary. This increase will only take effect upon the employee's return from such leave and will apply to services performed from that time forward.

ARTICLE XI

**LEAVE FOR ATTENDANCE AT
UNION CONFERENCES OR CONVENTIONS**

Leave will be granted 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 \$.18 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 \$100,000.00 per person and for \$300,000.00 per occurrence.
2. Property Damage - \$10,000.00.

ARTICLE XXIV

HEALTH BENEFITS AND INSURANCE PROGRAM

A. PRESCRIPTION DRUG PROGRAM:

Employee co-pay to be reduced to \$1.00 per prescription effective January 1, 1979.

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.

C. LIFE INSURANCE:

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

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.

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, grandparents, aunt and uncle.

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.

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 three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$3,000.00. For retirements occurring after January 1, 1990, the maximum retirement allowance shall be increased to \$5,000.00. If the current budget does not permit immediate payment upon retirement, then such payment shall be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of 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, NUCCHE).

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 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 a month and a half (1 1/2) 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 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 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 XXI

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 recognizes the constitutional equality of each and every employee, and agrees that no employee shall be discriminated against in the course of his/her employment with this County by reason of age, sex, marital status, race, religion, national origin, political affiliation, Union membership or Union activity authorized by the contract.

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 which 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 program, which shall be made effective July 1, 1976;

(1) For employees with more than five (5) years of service but not more than ten (10) years of service - \$200.00 per annum;

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

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

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

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

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 which have been negotiated by the parties and included in this Article.

D. WAGE INCREASES:

Effective and retroactive to July 1, 1989, employees in the bargaining unit in the employ of the County on October 23, 1989, shall receive a six percent (6%) across-the-board wage increase applied to the base annual salary in effect on June 30, 1989.

Effective July 1, 1990, employees in the bargaining unit employed by the County on July 1, 1990, shall

receive a six percent (6%) across-the-board wage increase applied to the base annual salary in effect on June 30, 1990.

Effective on July 1, 1991, employees in the bargaining unit employed by the County on July 1, 1991, shall receive a six percent (6%) across-the-board wage increase applied to the base annual salary in effect on June 30, 1991.

E. The County's practice of paying new hires Five Hundred Dollars (\$500.00) less than the minimum rate for the first six (6) months shall continue.

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 days in said month. In any month where an employee has insufficient paper work, 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 XI

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.

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 _____, 1990.

COUNTY OF HUDSON

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

BY: *[Signature]*
County Executive

Dated: _____

Attest: _____

BY: *[Signature]*

Dated: 10-18-90

Attest: _____

MINIMUM SALARIES

<u>TITLE</u>	<u>7/1/89</u>	
ASSISTANT TRAINING SUPERVISOR	24,258	(24,758)
CHILD SUPPORT SUPERVISOR	24,258	(24,758)
I.M. SUPERVISOR	24,258	(24,758)
SOCIAL WORKER SUPERVISOR	24,258	(24,758)
SENIOR ACCOUNTANT	24,258	(24,758)
SUPERVISOR OF PROPERTY AND RESOURCES	24,258	(24,758)
TRAINING SUPERVISOR	27,935	(28,435)
ACCOUNTANT	21,081	(21,581)
DATA PROCESSING COORDINATOR	27,935	(28,435)

<u>TITLE</u>	<u>7/1/90</u>	
ASSISTANT TRAINING SUPERVISOR	25,713	(26,213)
CHILD SUPPORT SUPERVISOR	25,713	(26,213)
I.M. SUPERVISOR	25,713	(26,213)
SOCIAL WORKER SUPERVISOR	25,713	(26,213)
SENIOR ACCOUNTANT	25,713	(26,213)
SUPERVISOR OF PROPERTY AND RESOURCES	25,713	(26,213)
TRAINING SUPERVISOR	29,611	(30,111)
ACCOUNTANT	22,346	(22,846)
DATA PROCESSING COORDINATOR	29,611	(30,111)

<u>TITLE</u>	<u>7/1/91</u>	
ASSISTANT TRAINING SUPERVISOR	27,256	(27,756)
CHILD SUPPORT SUPERVISOR	27,256	(27,756)
I.M. SUPERVISOR	27,256	(27,756)
SOCIAL WORKER SUPERVISOR	27,256	(27,756)
SENIOR ACCOUNTANT	27,256	(27,756)
SUPERVISOR OF PROPERTY AND RESOURCES	27,256	(27,756)
TRAINING SUPERVISOR	31,388	(31,888)
ACCOUNTANT	23,687	(24,187)
DATA PROCESSING COORDINATOR	31,388	(31,888)

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