

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS**

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

**-AND-**

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

**9-25 Alling Street, 3<sup>rd</sup> Floor  
Newark, New Jersey 07102**

**July 1, 2006 to June 30, 2011**

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**INTRODUCTORY STATEMENT**

THIS AGREEMENT, is made and entered into this 1st day of July , 2006  
by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, located at 567 Pavonia  
Avenue, Jersey City, New Jersey ("County"), and DISTRICT 1199J, NUHHCE , AFSCME, AFL-CIO, with  
its offices at 9-25 Alling Street, Newark, New Jersey ("Union"), acting herein on behalf of the Employees of  
said County, as hereinafter defined, now employed and hereafter to be employed and collectively designated  
as the "Employees".

WITNESSETH:

WHEREAS, the County recognizes the Union as the sole and exclusive collective bargaining  
representative for the Employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto  
agree as follows:

**ARTICLE I**  
**RECOGNITION**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**ARTICLE II**  
**UNION SECURITY**

1. All present Employees covered by this Agreement may join the Union, and become members of the Union.
2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that public Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity.
3. The Union may supply membership packets, which contain information for distribution to new Employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new Employees, during the initial phase of employment.

### ARTICLE III

#### CHECK-OFF

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

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

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

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

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



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

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

**ARTICLE IV**

**AGENCY SHOP**

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

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

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

**ARTICLE V**

**PLEDGE AGAINST DISCRIMINATION AND COERCION**

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

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

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

## ARTICLE VI

### UNION ACTIVITY VISITATION AND BULLETIN BOARD

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### PROBATIONARY EMPLOYEES

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

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

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

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



## ARTICLE VIII

### SENIORITY

#### 1. Definition

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

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

#### 2. Accrual

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

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

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

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

3. Loss of Seniority

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

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

4. Application

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

5. Layoff

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

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

6. Promotions

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

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

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

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

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

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

**ARTICLE IX**

**LONGEVITY**

1. The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program, which shall be:
  - A. For Employees with more than: five (5) years of service, but not more than ten (10) years of service - \$500.00;
  - B. For Employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$700.00;
  - C. For Employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$900.00;
  - D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$1,100.00);
  - E. For Employees with twenty-five (25) years of service - \$1,300.00.
2. The Longevity program shall be implemented only for full-time Employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

**ARTICLE X**

**WAGES AND MINIMUMS**

1. **Minimum Salaries**

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

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

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

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

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

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

2. Salaries for Current Employees

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

● Effective July 1, 2006	3.40%
● Effective July 1, 2007	3.50%
● Effective July 1, 2008	3.60%
● Effective July 1, 2009	3.60%
● Effective July 1, 2010	3.60%

B The minimum rates and wage schedules for the County are contained in Stipulation I annexed hereto.

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

B. Direct Deposit of Employees' checks will be established as soon as possible. When Direct Deposit has been established, the current system of providing early checks to evening and night shift Employees will be discontinued.

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

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

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

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

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

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

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

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

9. Retroactivity shall only apply to those Employees on the payroll as of May 10, 2007, as well as to those Employees who retired or were on medical leave of absence from June 30, 2006 to May 10, 2007. Employees who were terminated for cause or who resigned not-in-good-standing or in good standing between June 30, 2006 and May 10, 2007 shall not be entitled to benefits hereunder. At the conclusion of this contract, only employees on the active payroll or those who retired or are laid off will receive a retroactive payment if the next contract is not settled by July 1, 2011.

## ARTICLE XI

### HOURS

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

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

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

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

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

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

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



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

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

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

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

**ARTICLE XII**  
**FLEX TIME**

1. **Work Schedule**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XIII**  
**OVERTIME**

1      **A.      MEADOWVIEW PSYCHIATRIC HOSPITAL EMPLOYEES**

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

**B.      ALL OTHER EMPLOYEES**

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

**C.      CALCULATION OF TIME AND ONE HALF OVERTIME RATES**

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

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

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

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

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

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

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

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

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

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

**ARTICLE XIV**  
**SHIFTS AND SHIFT DIFFERENTIAL**

1. It is agreed that Employees now receiving a shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operations differential for the duration of this Agreement. Further, Employees assigned to the Acute Unit at the Meadowview Hospital shall receive hazardous duty pay in the amount of \$250.00 per year, provided they continue to serve in such assignments.
2. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for requested transfer.
3. The shift differential payable to evening and night employees shall be 10%, with the exception of new hires as noted below.
  - A. Employees hired prior to July 1, 1998 shall receive a 10% shift differential.
  - B. All employees hired after July 1, 1998, shall receive a \$1500.00 shift differential.
4. If an employee works a shift differential eligible schedule for only a portion of a calendar year, the employee's shift differential shall be pro-rated accordingly.
5. The employee's entitlement to a shift differential, and the amount of the differential, shall be re-computed whenever the employee's work schedule is changed by the County.
6. **Weekend Differentials**
  - A. An employee whose regular schedule requires the employee to work at least one weekend per month shall receive a weekend differential at the rate of \$450 per calendar year.
  - B. An employee whose regular schedule requires the employee to work at least one weekend every two months shall receive a weekend differential at the rate of \$200 per calendar year.

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

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

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

F. There shall be no pyramiding of weekend differentials.

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



**ARTICLE XV**  
**HOLIDAYS**

1. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, unless it is increased by the County.

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

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

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

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

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

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

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

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

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

**ARTICLE XVI**

**VACATIONS**

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

A. First (1st) year of employment - one (1) day per month;

B. Beginning the second (2<sup>nd</sup>) calendar year of employment through the fifth (5<sup>th</sup>) calendar year, twelve (12) working days;

C. Beginning the sixth (6<sup>th</sup>) calendar year through the fifteenth (15<sup>th</sup>) calendar year, fifteen (15) working days;

D. Beginning the sixteenth (16<sup>th</sup>) calendar year through the twenty-fourth (24<sup>th</sup>) calendar year, twenty (20) working days;

E. Employees employed by the County for 25 years or greater shall be entitled to the following schedule:

<b>Years of Service</b>	<b>Working Days of Vacation</b>
25	25
26	26
27	27
28	28
29	29
30 years or greater	30

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

3. Employees shall be entitled to use only two (2) weeks vacation during prime time in accordance with past practice.

4. An Employee may use accrued vacation time as an emergency vacation when the Employee and Supervisor agree it is necessary.

5. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the County. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.
6. Unless good cause is shown, the County shall respond to- the Employee's vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.
7. The vacation eligibility year shall be as heretofore based on the calendar year. If, during any part of the calendar year, an Employee reaches a new plateau, he/she will get the total vacation.
8. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year. However, vacation time not granted or not taken because of unavoidable circumstances shall accumulate for the next succeeding year only.
9. Vacation pay shall be based upon the Employee's regular pay.
10. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for Employees.
11. An Employee who has quit, or who has been discharged, or who has lost his/her seniority pursuant to the terms of Article VIII and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance on a pro-rated basis.

## ARTICLE XVII

### SICK LEAVE

#### 1. Amount of Sick Leave

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

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

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

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

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

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

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

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

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

2. Authorized Uses

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

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

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

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

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

3. Maternity/Paternity Needs

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

4. Doctor's Notes

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

5. Sick Leave Abuse

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

6. Unearned Sick Leave

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an Employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the Employee utilized more sick leave prior to termination of employment than his or her prorated entitlement, the amount of excess sick leave utilized shall be deducted from the Employee's last paycheck or otherwise reimbursed to the County.

7. Sick Leave Call-in Procedure

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

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

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

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

8. Return to Duty Examination

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



**ARTICLE XVIII**  
**PERSONAL DAYS**

1. Each Employee in the bargaining unit shall be entitled to two (2) paid personal days. Employees shall receive one additional personal day per year, for a total of three (3) per year after five (5) years of employment with the County.
2. Requests for personal days shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the Employee's immediate Supervisor. Personal days may be granted on short notice in the event of an emergency.
3. New- Employees must be in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.
4. Personal days must be used within the twelve (12) calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

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## ARTICLE XIX

### PAID LEAVE

Employees shall be entitled to paid leave as follows:

1. Funeral Leave

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

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

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

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

2. Jury Duty

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously handicap a patient's care or impair, in any way, the operation of his/her position, the Employee shall be expected to serve.

B. Regardless -of the length of time in performing this responsibility, the Employee's service record will remain unbroken.

C. The Employee will receive pay during the period of jury service, equal to his/her regular wages. A statement of jury earnings and time served must be supplied by the Employee to the County to allow verification of same.

D. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such Employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift.

**ARTICLE XX**  
**UNPAID LEAVE**

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

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

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

**ARTICLE XXI**

**RETIREMENT ALLOWANCE**

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.
2. Upon retirement, an Employee shall receive a cash payment calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one Employee shall be ten thousand dollars (\$10,000.00).
3. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an Employee retires but dies prior to the payment of retirement leave, the County shall pay the Employee's estate the retirement leave pay.

ARTICLE XXII

INSURANCE

1. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect unless the County and the Union mutually agree to any change.
2. Effective May 13, 1993, the prescription drug program co-payment is \$5.00 for non-generic drugs and \$1.00 for generic drugs.
3. The County shall continue the basic County dental program, which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. The County basic dental program shall be provided for the Employee, family and spouse. The County and Union shall cooperate to secure State approval for the implementation of an Employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County, if implemented, the County will exert its best efforts to assure that Employee payments for the dental upgrade are treated as pre-tax income.
4. The County shall continue its present life insurance program benefit level of \$5,000.00.
5.
  - A. The parties agree that the County shall have the unilateral right to select the insurance carrier, the program and/or to self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self-insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.
  - B. Periodically, the State Health Benefits Program may change benefits and/or benefit levels. The County has no input into or control over any such changes. However, as a participating SHBP employer, the County is governed by any such changes.

Accordingly, when SHBP changes a benefit/benefit level, the benefit and/or benefit level in this agreement will be adjusted to reflect the change. The County will not be liable for any such change or the impact of any such change. In addition no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee of the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such changes to the Union and employees.

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

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



**ARTICLE XXIII**

**SAFETY AND HEALTH COMMITTEE**

The County shall create a multiple-Union safety and health committee consisting of representatives of all non-uniformed bargaining units. Two Unit members from the four 1199J Contracts will be added to a County Safety and Health Committee.(a total of two individuals).

**ARTICLE XXIV**

**WORKERS COMPENSATION**

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

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

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

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

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

**ARTICLE XXV**

**PENSION**

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

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

**ARTICLE XXVI**

**DISABILITY**

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

## ARTICLE XXVII

### UNIFORMS

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

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

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

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

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

**ARTICLE XXVIII**  
**MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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



**ARTICLE XXIX**

**RESIGNATION**

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

**ARTICLE XXX**

**DISCHARGE AND PENALTIES**

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

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

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

4. **Provisional Employees**

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

**ARTICLE XXXI**

**NO STRIKE OR LOCKOUT**

1. No Employee or Employees shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County.
2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County, or ratify, condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should  
a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union within twenty four (24) hours of a request by the County, shall:
  - A. Publicly disavow such action by the Employees.
  - B. Advise the County in writing that such action by the Employees has not been called or sanctioned by the Union.
  - C. Notify Employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.
  - D. Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such Employees to cease such action and return to work immediately.
4. The County agrees that it will not lock out Employees during the term of this Agreement.

**ARTICLE XXXII**

**GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.
4. A grievance which affects a substantial number or class of Employees, and which the County representative, designated in Steps 1 and 2, lacks authority to settle, may initially be presented to Step 3 by the Union representative.
5. Nothing herein shall prevent any Employee from processing his/her own grievance, provided a Union representative may be present at any hearing on the individual's grievance.
6. If an Employee grieves any assignment, directive, rule, regulation or management determination which affects him, he shall obey the assignment, directive, rule, regulation or management determination until a final decision has been made regarding the grievance, except where an imminent threat to the grievant's safety or health exists.

## ARTICLE XXXIII

### ARBITRATION

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

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

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

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

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

**ARTICLE XXXIV**

**EFFECT OF LEGISLATION - SEPARABILITY**

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

**ARTICLE XXXV**

**MISCELLANEOUS**

A. **Retroactivity** under this contract shall only apply to those Employees on the payroll as of May 10, 2007, as well as to those who retired or were on medical leave of absence from June 30, 2006 to May 10, 2007. Employees who were terminated for cause or who resigned not-in-good standing or in good standing between June 30, 2006 and May 10, 2007 shall not be entitled to benefits hereunder.

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

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

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

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

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

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



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

G. Safety and Health Committee: Two Unit Members from the four 1199J Contracts will be added to a County Safety and Health Committee. A total of two members from the four 1199J Contracts.

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

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

**ARTICLE XXXVI**  
**PAST PRACTICES**

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

**ARTICLE XXXVII**  
**CLAIMS ADJUSTMENT**

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

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

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

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

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

**ARTICLE XXXVIII**  
**CONTINUING EDUCATION COMMITTEE**

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

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

**ARTICLE XXXIX**  
**COMMUNICATIONS OPERATOR AND**  
**COMMUNICATIONS OPERATOR TRAINEE**

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

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

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

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

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

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

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

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

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

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

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

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

10. The current work shifts are:

Day.....	7:45 a.m. to 4:00 p.m.
Evening .....	3:45 p.m. to 12:00 midnight
Night.....	11:45 p.m. to 8:00 a.m.

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

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

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

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

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

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

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



**ARTICLE XL**  
**RE-OPENER**

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

B. Both Parties agree to reopen the Contract effective 1/1/08 on the subject of health care benefits

**ARTICLE XLI**  
**USE OF PERSONAL AUTOMOBILES FOR COUNTY BUSINESS**

**Section A:**

Employees who are authorized by their supervisors to use their personal vehicles to perform the County work will receive \$.36 per mile for the use of their vehicle. The reimbursement paid pursuant to this Article reflects the total cost incurred in the use of the personal vehicle, including fuel, insurance and wear and tear, but excluding tolls and parking expenses. The reimbursement will be paid to the employee provided the employee provides timely submission of an appropriate request for payment accompanied by any receipts. Prior to operating a private vehicle to perform County work, the employee must provide proof of current insurance on the vehicle and a valid drivers license.

**Section B:**

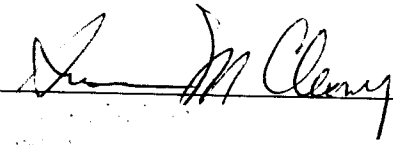
The County will reimburse the employee for any loss incurred as a direct result of the lawful use of a personal vehicle to perform authorized County work. However, the employee must first exhaust all other insurance that covers the employee or the vehicle. Claims based upon fraud, malice, willful misconduct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

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

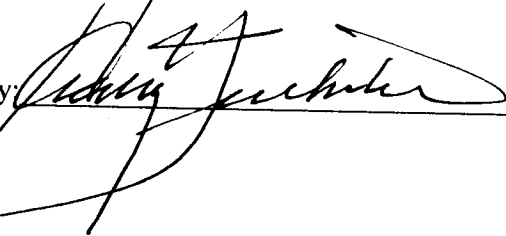
This Agreement shall be effective July 1, 2006 and shall continue and remain in full force and effect to, and including. June 30, 2011, when it shall expire, unless an extension is agreed to by both parties, and expressed in writing, prior to such date. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the Union and the County have executed this Agreement, this 8th day of May, 2007.

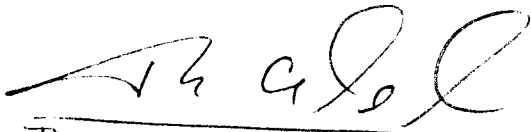
**DISTRICT 1199J,  
NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE Employees, AFSCME,  
AFL-CIO**

By:  \_\_\_\_\_

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

By:  \_\_\_\_\_

By: \_\_\_\_\_

  
\_\_\_\_\_  
Thomas A. De Gise  
Mason County Executive

**ATTACHMENT E**  
**JUVENILE DETENTION OFFICERS**

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

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

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

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

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

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

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

**APPENDIX A**

**JUVENILE DETENTION OFFICERS**

**WAGE RATES**

<b>JUVENILE DETENTION OFFICERS</b>							
<b>07/01/06</b> <b>3.4%</b>	<b>07/01/06</b> <b>\$500</b> <b>MRA *</b>	<b>07/01/07</b> <b>3.5%</b>	<b>07/01/07</b> <b>\$500</b> <b>MRA *</b>	<b>07/01/08</b> <b>3.6%</b>	<b>07/01/08</b> <b>\$500</b> <b>MRA *</b>	<b>07/01/09</b> <b>3.6%</b>	<b>07/01/10</b> <b>3.6%</b>
<b>24816</b>	<b>25316</b>	<b>26202</b>	<b>26702</b>	<b>27663</b>	<b>28163</b>	<b>29177</b>	<b>30228</b>
<b>* Market Rate Adjustment</b>							

## STIPULATION I

JOB TITLE	Min Sal	Min Sal	Min Sal	Min Sal	Min Sal	Min Sal
	Effective 07/01/05	Effective 07/01/06	Effective 07/01/07	Effective 07/01/08	Effective 07/01/09	Effective 07/01/10
Account Clerk	22,553	23,320	24,136	25,005	25,905	26,838
Account Clerk - Finance & Administration	23,866	24,677	25,541	26,460	27,413	28,400
Account Clerk Typing	23,680	24,485	25,342	26,255	27,200	28,179
Account Clerk Typing - Finance & Administration	25,060	25,912	26,818	27,784	28,784	29,820
Administrative Clerk	22,166	22,919	23,722	24,576	25,460	26,377
Administrative Secretary	22,440	23,203	24,015	24,880	25,775	26,703
Admissions Record Officer	27,112	28,034	29,015	30,059	31,141	32,263
Admitting Clerk	21,070	21,786	22,549	23,361	24,202	25,073
Advertising & Sales Clerk	21,070	21,786	22,549	23,361	24,202	25,073
Agency Aide	21,070	21,786	22,549	23,360	24,201	25,073
Alcohol Counselor Trainee	21,070	21,786	22,549	23,360	24,201	25,073
Assistant Cook	21,070	21,786	22,549	23,360	24,201	25,073
Assistant Coordinator of Volunteers	21,070	21,786	22,549	23,360	24,201	25,073
Barber	22,093	22,844	23,643	24,494	25,376	26,290
Book Repairer	21,070	21,786	22,549	23,360	24,201	25,073
Bridge Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Bridge Operator	22,093	22,844	23,643	24,494	25,376	26,290
Building Maintenance Inspector	21,070	21,786	22,549	23,360	24,201	25,073
Building Maintenance Worker - Full Time	21,070	21,786	22,549	23,360	24,201	25,073
Building Service Worker - Full time	21,070	21,786	22,549	23,360	24,201	25,073
Building Service Worker/Seamstress	21,070	21,786	22,549	23,360	24,201	25,073
Canteen Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Cardio-Respiratory Technician	23,061	23,845	24,680	25,569	26,489	27,443
Cashier	22,093	22,844	23,643	24,494	25,376	26,290
Central Supply Aide	21,070	21,786	22,549	23,360	24,201	25,073
Chauffeur	22,093	22,844	23,643	24,494	25,376	26,290
Children's Supervisor	22,680	23,451	24,271	25,145	26,050	26,988
Clerk - Full Time	21,479	22,209	22,987	23,814	24,672	25,560
Clerk - Bilingual	22,553	23,320	24,136	25,005	25,905	26,837
Clerk Data Processing	21,070	21,786	22,549	23,360	24,201	25,073
Clerk Driver	21,070	21,786	22,549	23,360	24,201	25,073
Clerk Stenographer - Full Time	22,553	23,320	24,136	25,005	25,905	26,837
Clerk Transcriber	21,070	21,786	22,549	23,360	24,201	25,073
Clerk Typist - Full Time	22,553	23,320	24,136	25,005	25,905	26,837
Clerk Typist - Full Time - Finance &	23,866	24,677	25,541	26,460	27,413	28,400
Clerk Typist - Bilingual	23,680	24,485	25,342	26,255	27,200	28,179
Clerk Typist - Bilingual - Finance &	25,060	25,912	26,818	27,784	28,784	29,820
Clinic Attendant	21,070	21,786	22,549	23,361	24,202	25,073
Communications Operator	23,883	24,695	25,559	26,479	27,433	28,420
Communications Operator - Trainee	21,663	22,400	23,184	24,018	24,883	25,779
Communications Operator Trainee - Cert	22,746	23,519	24,343	25,219	26,127	27,067
Construction & Road Inspector	23,071	23,856	24,691	25,580	26,500	27,454
Construction Inspector	23,071	23,856	24,691	25,580	26,500	27,454
Cook	25,353	26,215	27,133	28,109	29,121	30,170
Data Control Clerk	21,703	22,441	23,226	24,063	24,929	25,826
Data Control Clerk - Data Processing	21,703	22,441	23,226	24,063	24,929	25,826

JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
Data Entry Machine Operator	21,703	22,441	23,226	24,063	24,929	25,826
Data Entry Machine Operator Key punch	21,070	21,786	22,549	23,360	24,201	25,073
Data Processing Technician	22,735	23,508	24,331	25,206	26,114	27,054
Delivery Worker	21,070	21,786	22,549	23,360	24,201	25,073
Delivery Worker w/CDL	27,222	28,148	29,133	30,182	31,268	32,394
Dental Assistant	21,706	22,444	23,230	24,066	24,933	25,830
Dietician Helper	21,070	21,786	22,549	23,360	24,201	25,073
Drafting Technician	23,071	23,856	24,691	25,580	26,500	27,454
Elections Clerk Typing	21,070	21,786	22,549	23,360	24,201	25,073
Electrocardiograph Technician	24,111	24,931	25,804	26,733	27,695	28,692
Elevator Operator Security	21,070	21,786	22,549	23,360	24,201	25,073
Elevator Operator	21,070	21,786	22,549	23,360	24,201	25,073
Elevator Starter	21,070	21,786	22,549	23,360	24,201	25,073
Engineering Aide	21,070	21,786	22,549	23,360	24,201	25,073
Environmental Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Equipment Operator/CDL	29,830	30,845	31,924	33,074	34,264	35,498
Equipment Operator	22,093	22,844	23,643	24,494	25,376	26,290
Field Representative/Board of Elections	22,473	23,237	24,051	24,916	25,813	26,743
Field Representative/Narcotics Education	23,422	24,219	25,066	25,969	26,903	27,872
Field Representative/Senior Citizens Program	30,143	31,168	32,258	33,420	34,623	35,869
Fire Prevention Specialist	23,443	24,240	25,089	25,992	26,927	27,897
Food Service Worker - Full Time	21,070	21,786	22,549	23,360	24,201	25,073
Garage Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Groundskeeper	21,070	21,786	22,549	23,360	24,201	25,073
Groundskeeper Driver	22,093	22,844	23,643	24,494	25,376	26,290
Hairdresser	22,093	22,844	23,643	24,494	25,376	26,290
Heavy Equipment Operator	25,033	25,884	26,790	27,755	28,754	29,789
Hospital Attendant - Full Time	21,070	21,786	22,549	23,360	24,201	25,073
Hospital Credit Investigator	21,703	22,441	23,226	24,063	24,929	25,826
Identification Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Index Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Inspector/Mosquito Extermination - Trainee	21,070	21,786	22,549	23,360	24,201	25,073
Inspector/Mosquito Extermination	22,124	22,876	23,677	24,529	25,412	26,327
Investigator/Consumer Protection	24,638	25,476	26,367	27,317	28,300	29,319
Juvenile Detention Officer *	24,000	25,316	26,702	28,163	29,177	30,227
Juvenile Processing Officer	21,070	21,786	22,549	23,360	24,201	25,073
Laboratory Aide	21,070	21,786	22,549	23,360	24,201	25,073
Laboratory Technician	23,071	23,856	24,691	25,580	26,500	27,454
Laboratory Technician Water Analysis	23,071	23,856	24,691	25,580	26,500	27,454
Laborer	21,070	21,786	22,549	23,360	24,201	25,073
Laundry Worker	21,070	21,786	22,549	23,360	24,201	25,073
Legal Stenographer	24,060	24,878	25,749	26,676	27,636	28,631
Library Assistant	21,070	21,786	22,549	23,360	24,201	25,073
Linen Room Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Locksmith	31,259	32,322	33,453	34,658	35,905	37,198
Mail Clerk	21,070	21,786	22,549	23,360	24,201	25,073

JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
Maintenance Repairer (and various variants)	23,866	24,677	25,541	26,460	27,413	28,400
Meat Cutter	21,070	21,786	22,549	23,360	24,201	25,073
Mechanic	27,874	28,822	29,831	30,905	32,017	33,170
Mechanic's Helper	21,070	21,786	22,549	23,360	24,201	25,073
Medical Records Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Medical Records Clerk Typist	22,124	22,876	23,676	24,529	25,412	26,327
Medical Stenographer	24,053	24,871	25,742	26,668	27,628	28,623
Messenger	21,070	21,786	22,549	23,360	24,201	25,073
Microfilm Machine Operator	21,070	21,786	22,549	23,360	24,201	25,073
Mimeograph Machine Operator	21,070	21,786	22,549	23,360	24,201	25,073
Morgue Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Morgue Custodian	23,071	23,856	24,691	25,580	26,500	27,454
Motor Broom Operator/CDL	30,727	31,772	32,884	34,068	35,294	36,565
Motor Broom Driver	22,093	22,844	23,643	24,494	25,376	26,290
Motor Vehicle Operator/Elderly & handicapped	27,157	28,580	30,080	31,413	32,544	33,715
Multilith Machine Operator	22,085	22,836	23,635	24,486	25,367	26,281
Naturalization Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Naturalization Clerk Typing	22,124	22,876	23,677	24,529	25,412	26,327
Nurses Aide	21,070	21,786	22,549	23,360	24,201	25,073
Occupational Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Office Appliance Operator	21,070	21,786	22,549	23,360	24,201	25,073
Offset Machine Operator	21,070	21,786	22,549	23,360	24,201	25,073
Omnibus Operator	27,157	28,080	29,063	30,109	31,193	32,316
Organist	21,070	21,786	22,549	23,360	24,201	25,073
Park Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Park Caretaker	21,070	21,786	22,549	23,360	24,201	25,073
Parking Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Parking Enforcement Officer	21,070	21,786	22,549	23,360	24,201	25,073
Parking Meter Collector	21,070	21,786	22,549	23,360	24,201	25,073
Parking Meter Collector & Repairer	22,093	22,844	23,643	24,494	25,376	26,290
Parking Meter Repairer	21,070	21,786	22,549	23,360	24,201	25,073
Patient Remotivation Aide	21,070	21,786	22,549	23,360	24,201	25,073
Payroll Clerk	22,553	23,320	24,136	25,005	25,905	26,837
Payroll clerk - Finance & Administration	23,866	24,677	25,541	26,460	27,413	28,400
Payroll Clerk Typist	23,680	24,485	25,342	26,255	27,200	28,179
Payroll Clerk Typist - Finance & Administration	25,060	25,912	26,818	27,784	28,784	29,820
Pharmacy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Photographer	28,412	29,378	30,406	31,501	32,635	33,810
Physical Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Principal Account Clerk	24,865	25,711	26,611	27,569	28,561	29,589
Principal Account Clerk - Finance &	26,312	27,206	28,159	29,172	30,223	31,311
Principal Account Clerk Typist	26,108	26,995	27,940	28,946	29,988	31,068
Principal Account Clerk Typist - Finance &	27,627	28,566	29,566	30,631	31,733	32,876
Principal Cashier	24,053	24,871	25,741	26,668	27,628	28,623
Principal Clerk	23,680	24,485	25,342	26,255	27,200	28,179
Principal Clerk Stenographer	24,055	24,873	25,744	26,671	27,631	28,626



JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
Principal Clerk Typist	24,864	25,710	26,609	27,567	28,560	29,588
Principal Clerk Typist - Finance & Administration	27,627	28,566	29,566	30,631	31,733	32,876
Principal Data Entry Machine Operator	24,053	24,871	25,741	26,668	27,628	28,623
Principal Drafting Technician	26,138	27,026	27,972	28,979	30,022	31,103
Principal Index Clerk Typing	23,074	23,858	24,693	25,582	26,503	27,457
Principal Medical Records Clerk	24,053	24,871	25,741	26,668	27,628	28,623
Principal Payroll Clerk	24,864	25,709	26,609	27,567	28,560	29,588
Principal Payroll Clerk - Finance & Administration	26,312	27,206	28,159	29,172	30,223	31,311
Principal Payroll Clerk Typist	26,108	26,995	27,940	28,946	29,988	31,068
Principal Payroll Clerk Typist - Finance &	27,627	28,566	29,566	30,631	31,733	32,876
Principal Storekeeper	24,111	24,931	25,804	26,733	27,695	28,692
Principal Tax Clerk	27,627	28,566	29,566	30,631	31,733	32,876
Principal Tax Clerk Typing	29,008	29,995	31,045	32,162	33,320	34,520
Principal Vault Clerk	23,071	23,856	24,691	25,580	26,500	27,454
Printing Machine Operator III	23,228	24,018	24,858	25,753	26,680	27,641
Printing Machine Operator II	22,122	22,874	23,675	24,527	25,410	26,325
Printing Machine Operator I	21,070	21,786	22,549	23,360	24,201	25,073
Program Development Aide (Community Services)	21,070	21,786	22,549	23,360	24,201	25,073
Property Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Purchasing Assistant	21,070	21,786	22,549	23,360	24,201	25,073
Purchasing Assistant Typing	21,709	22,447	23,232	24,069	24,935	25,833
Purchasing Expediter	25,033	25,884	26,790	27,755	28,754	29,789
Radio Dispatcher	21,070	21,786	22,549	23,360	24,201	25,073
Receptionist	21,070	21,786	22,549	23,360	24,201	25,073
Receptionist Typing	22,122	22,874	23,675	24,527	25,410	26,325
Receptionist Typing Bilingual	23,229	24,019	24,859	25,754	26,682	27,642
Recreation Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Recreation Leader Sports	21,070	21,786	22,549	23,360	24,201	25,073
Recreation Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Research Assistant	21,781	22,522	23,310	24,149	25,019	25,920
Road Inspector	21,070	21,786	22,549	23,360	24,201	25,073
Seamstress	21,070	21,786	22,549	23,360	24,201	25,073
Secretarial Assistant	21,070	21,786	22,549	23,360	24,201	25,073
Secretarial Assistant Bilingual	22,122	22,874	23,675	24,527	25,410	26,325
Secretarial Assistant Stenographer	22,122	22,874	23,675	24,527	25,410	26,325
Secretarial Assistant Typing	22,122	22,874	23,675	24,527	25,410	26,325
Security Guard	21,070	21,786	22,549	23,360	24,201	25,073
Senior Account Clerk	23,680	24,485	25,342	26,255	27,200	28,179
Senior Account Clerk - Finance & Administration	25,060	25,912	26,818	27,784	28,784	29,820
Senior Account Clerk Typing	24,864	25,710	26,609	27,567	28,560	29,588
Senior Account Clerk Typing - Finance &	26,312	27,206	28,159	29,172	30,223	31,311
Senior Admitting Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Advertising & Sales Clerk	22,124	22,876	23,676	24,529	25,412	26,327
Senior Block Clerk	23,276	24,067	24,910	25,806	26,736	27,698
Senior Building Maintenance Worker	21,070	21,786	22,549	23,360	24,201	25,073
Senior Building Service Worker	21,070	21,786	22,549	23,360	24,201	25,073

JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
Senior Cashier	23,071	23,856	24,691	25,580	26,500	27,454
Senior Central Supply Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Citizen Program Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Clerk	22,553	23,320	24,136	25,005	25,905	26,837
Senior Clerk Stenographer	22,584	23,351	24,169	25,039	25,940	26,874
Senior Clerk Transcriber	22,093	22,844	23,643	24,494	25,376	26,290
Senior Clerk Typist	23,680	24,485	25,342	26,255	27,200	28,179
Senior Communications Operator 9-1-1	25,077	25,930	26,837	27,803	28,804	29,841
Senior Construction Inspector	26,073	26,959	27,903	28,908	29,948	31,026
Senior Construction & Road Inspector	26,034	26,919	27,861	28,864	29,903	30,980
Senior Cook	26,621	27,526	28,489	29,515	30,577	31,678
Senior Data Entry Machine Operator	21,070	21,786	22,549	23,360	24,201	25,073
Senior Deed & Mortgage Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Dental Assistant	21,070	21,786	22,549	23,360	24,201	25,073
Senior Docket Clerk	25,059	25,911	26,818	27,783	28,784	29,820
Senior Docket Clerk Bilingual	24,439	25,270	26,154	27,096	28,071	29,082
Senior Drafting Technician	21,070	21,786	22,549	23,360	24,201	25,073
Senior Electrocardiograph Technician	23,071	23,856	24,691	25,580	26,500	27,454
Senior Environmental Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Execution Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Food Service Worker	21,070	21,786	22,549	23,360	24,201	25,073
Senior Garage Attendant	23,071	23,855	24,690	25,579	26,500	27,454
Senior Groundskeeper	21,070	21,786	22,549	23,360	24,201	25,073
Senior Hospital Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Senior Identification Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Index Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Juvenile Detention Officer *	40,331	42,203	44,180	46,270	47,936	49,661
Senior Laboratory Technician	21,070	21,786	22,549	23,360	24,201	25,073
Senior Legal Stenographer	26,012	26,896	27,838	28,840	29,878	30,954
Senior Linen Room Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Senior Mail Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Senior Maintenance Repairer (and variants thereof)	25,058	25,910	26,817	27,783	28,783	29,819
Senior Map Clerk	22,093	22,844	23,643	24,494	25,376	26,290
Senior Mechanic	29,280	30,275	31,335	32,463	33,632	34,843
Senior Medical Records Clerk	22,093	22,844	23,643	24,494	25,376	26,290
Senior Messenger	21,070	21,786	22,549	23,360	24,201	25,073
Senior Microfilm Machine Operator	22,093	22,844	23,643	24,494	25,376	26,290
Senior Music Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Occupational Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Office Appliance Operator	21,070	21,786	22,549	23,360	24,201	25,073
Senior Offset Machine Operator	24,053	24,871	25,741	26,668	27,628	28,623
Senior Park Caretaker	21,070	21,786	22,549	23,360	24,201	25,073
Senior Parking Attendant	21,070	21,786	22,549	23,360	24,201	25,073
Senior Parking Meter Collector & Repairer	25,033	25,884	26,790	27,755	28,754	29,789
Senior Parking Meter Repairer	25,033	25,884	26,790	27,755	28,754	29,789
Senior Payroll Clerk	23,680	24,485	25,342	26,255	27,200	28,179
Senior Payroll Clerk - Finance & Administration	25,060	25,912	26,818	27,784	28,784	29,820
Senior Payroll Clerk Typing	24,864	25,710	26,609	27,567	28,560	29,588
Senior Payroll Clerk Typing - Finance &	26,314	27,209	28,161	29,175	30,225	31,313
Senior Physical Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073
Senior Recreation Therapy Aide	21,070	21,786	22,549	23,360	24,201	25,073

JOB TITLE	Min Sal Effective 07/01/05	Min Sal Effective 07/01/06	Min Sal Effective 07/01/07	Min Sal Effective 07/01/08	Min Sal Effective 07/01/09	Min Sal Effective 07/01/10
Senior Road Inspector	26,012	26,896	27,838	28,840	29,878	30,954
Senior Seamstress	21,070	21,786	22,549	23,360	24,201	25,073
Senior Storekeeper	23,071	23,856	24,691	25,580	26,500	27,454
Senior Tax Auditor	26,986	27,904	28,880	29,920	30,997	32,113
Senior Tax Clerk	25,060	25,912	26,818	27,784	28,784	29,820
Senior Tax Clerk Typing	26,312	27,206	28,159	29,172	30,223	31,311
Senior Telephone Operator	22,169	22,923	23,725	24,579	25,464	26,381
Senior Timekeeper	21,070	21,786	22,549	23,360	24,201	25,073
Senior Traffic Signal Electrician	23,947	24,762	25,628	26,551	27,507	28,497
Senior Vault Clerk	21,114	21,832	22,596	23,409	24,252	25,125
Senior X-ray Technician	24,053	24,871	25,742	26,668	27,628	28,623
Sewerage Plant Operator	22,093	22,844	23,643	24,494	25,376	26,290
Specifications Writer - Purchasing	25,575	26,444	27,370	28,355	29,376	30,434
Stock Clerk	21,703	22,441	23,226	24,063	24,929	25,826
Stock Handler	21,070	21,786	22,549	23,360	24,201	25,073
Storekeeper	22,093	22,844	23,643	24,494	25,376	26,290
Supervising Cashier	26,900	27,815	28,788	29,824	30,898	32,010
Supervising Clerk Stenographer	26,015	26,900	27,841	28,843	29,882	30,957
Supervising Elections Clerk	26,012	26,896	27,838	28,840	29,878	30,954
Supervising Road Inspector	22,516	23,282	24,097	24,964	25,863	26,794
Tax Clerk	23,866	24,677	25,541	26,460	27,413	28,400
Tax Clerk Typing	25,060	25,912	26,818	27,784	28,784	29,820
Tax Clerk Typing Bilingual	26,312	27,206	28,159	29,172	30,223	31,311
Telephone Operator	21,114	21,832	22,596	23,409	24,252	25,125
Time Keeper	21,070	21,786	22,549	23,360	24,201	25,073
Time Keeper Typing	21,114	21,832	22,596	23,409	24,252	25,125
Traffic Analyst	22,735	23,508	24,331	25,206	26,114	27,054
Traffic Maintenance Repairer	21,070	21,786	22,549	23,360	24,201	25,073
Traffic Maintenance Repairer w/CDL	22,123	22,875	23,676	24,528	25,411	26,326
Traffic Signal Electrician	23,496	24,295	25,145	26,051	26,988	27,960
Traffic Signal Technician I w/o CDL	24,053	24,871	25,741	26,668	27,628	28,623
Traffic Signal Technician I w/CDL	29,581	30,587	31,657	32,797	33,978	35,201
Traffic Signal Technician II w/CDL	31,060	32,116	33,240	34,436	35,676	36,960
Tree Trimmer w/o CDL	24,766	25,608	26,504	27,458	28,447	29,471
Tree Trimmer w/CDL	32,011	33,099	34,258	35,491	36,769	38,092
Truck Driver	21,114	21,832	22,596	23,409	24,252	25,125
Truck Driver W/CDL	28,412	29,378	30,406	31,500	32,634	33,809
Vault Clerk	21,070	21,786	22,549	23,360	24,201	25,073
Vital Statistics Clerk	22,729	23,502	24,325	25,200	26,108	27,047
Ward Clerk	21,070	21,786	22,549	23,360	24,201	25,073
X-ray Technician	22,626	23,395	24,214	25,085	25,988	26,924

**STIPULATION II**

**HOURS OF WORK**

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

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

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
Account Clerk	35		35				
Account Clerk Typing	35						
Admitting Clerk			35				
Advertising & Sales Clerk	35						
Agency Aide	35						
Alcohol Counselor Trainee	35						
Assistant Cook							40
Assistant Supervisor of Building Services	35						
Barber			35				
Book Repairer	35						
Bridge Attendant							40
Bridge Operator							40
Building Maintenance Worker - Full Time	37.5	40	40	40			
Building Service Worker - Full Time	30		40	40			

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Building Service Worker/Seamstress</u>							40
<u>Canteen Clerk</u>			35				
<u>Cashier</u>	25		40				
<u>Central Supply Aide</u>			40				
<u>Chauffeur</u>	35	40					
<u>Children's Supervisor</u>							40
<u>Clerk - Full Time</u>	35		35			35	
<u>Clerk - Bilingual</u>	35						
<u>Clerk Driver</u>	40						
<u>Clerk Stenographer - Full Time</u>	35						
<u>Clerk Transcriber</u>	35						
<u>Clerk Typist - Full Time</u>	35		35		35	35	
<u>Clinic Attendant</u>							35
<u>Communications Operator</u>							40 37.50
<u>Construction &amp; Road Inspector</u>							35
<u>Construction Inspector</u>							35
<u>Cook</u>	35		40				40
<u>Data Control Clerk</u>	40						
<u>Data Entry Machine Operator</u>	35						
<u>Data Entry Machine Operator Key punch</u>			35				
<u>Dental Assistant</u>			35				
<u>Drafting Technician</u>							35
<u>Elections Clerk Typing</u>	35						
<u>Electrocardiograph Technician</u>			35				
<u>Elevator Operator Security</u>	40						
<u>Elevator Operator</u>	37.5			40			
<u>Elevator Starter</u>	37.5						
<u>Environmental Therapy Aide</u>			35				
<u>Equipment Operator</u>							40

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Field Representative/Board of Elections</u>	<u>35</u>						
<u>Field Representative/Narcotics Education</u>	<u>35</u>						
<u>Field Representative/Senior Citizens Program</u>	<u>35</u>						
<u>Food Service Worker - Full Time</u>			<u>40</u>				
<u>Garage Attendant</u>	<u>35</u>	<u>40</u>	<u>40</u>				
<u>Groundskeeper</u>	<u>35</u>					<u>40</u>	
<u>Groundskeeper Driver</u>						<u>40</u>	
<u>Heavy Equipment Operator</u>						<u>40</u>	
<u>Hospital Attendant - Full Time</u>			<u>40</u>				
<u>Hospital Credit Investigator</u>			<u>35</u>				
<u>Identification Clerk</u>	<u>35</u>						
<u>Index Clerk</u>	<u>35</u>						
<u>Inspector/Mosquito Extermination</u>						<u>40</u>	
<u>Investigator/Consumer Protection</u>	<u>35</u>						
<u>Juvenile Detention Officer</u>							<u>40</u>
<u>Juvenile Processing Officer</u>							<u>40</u>
<u>Laboratory Aide</u>			<u>35</u>				
<u>Laboratory Technician</u>			<u>35</u>				
<u>Laborer</u>	<u>37.5</u>				<u>40</u>	<u>40</u>	
<u>Laundry Worker</u>			<u>40</u>				
<u>Legal Stenographer</u>	<u>35</u>						
<u>Linen Room Attendant</u>			<u>40</u>				
<u>Mail Clerk</u>	<u>35</u>		<u>35</u>				
<u>Maintenance Repairer (and various variants thereof)</u>	<u>35</u>	<u>40</u>	<u>40</u>			<u>40</u>	
<u>Mechanic</u>		<u>40</u>	<u>40</u>		<u>37.5</u>	<u>40</u>	
<u>Mechanic's Helper</u>		<u>40</u>				<u>40</u>	
<u>Medical Records Clerk</u>			<u>35</u>				
<u>Medical Records Clerk Typist</u>			<u>35</u>				
<u>Medical Stenographer</u>			<u>35</u>				

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Messenger</u>	<u>35</u>						
<u>Microfilm Machine Operator</u>	<u>35</u>						
<u>Mimeograph Machine Operator</u>	<u>35</u>						
<u>Motor Broom Driver</u>						<u>40</u>	
<u>Motor Vehicle Operator/Elderly &amp; Handicapped (40 hrs)</u>			<u>40</u>				
<u>Multilith Machine Operator</u>	<u>35</u>						
<u>Naturalization Clerk</u>	<u>35</u>						
<u>Naturalization Clerk Typing</u>	<u>35</u>						
<u>Occupational Therapy Aide</u>			<u>35</u>				
<u>Office Appliance Operator</u>	<u>35</u>						
<u>Offset Machine Operator</u>	<u>35</u>						
<u>Park Attendant</u>					<u>40</u>		
<u>Park Caretaker</u>					<u>40</u>		
<u>Parking Attendant</u>	<u>35</u>						
<u>Parking Enforcement Officer</u>						<u>40</u>	
<u>Parking Meter Collector</u>					<u>40</u>		
<u>Parking Meter Collector &amp; Repairer</u>					<u>40</u>		
<u>Patient Remotivation Aide</u>			<u>40</u>				
<u>Pharmacy Aide</u>			<u>35</u>				
<u>Photographer</u>	<u>35</u>						
<u>Physical Therapy Aide</u>			<u>35</u>				
<u>Police Records Clerk</u>	<u>37.5</u>						
<u>Principal Account Clerk</u>	<u>35</u>		<u>35</u>				
<u>Principal Account Clerk Typist</u>	<u>35</u>		<u>35</u>				
<u>Principal Cashier</u>	<u>35</u>						
<u>Principal Clerk</u>	<u>35</u>		<u>35</u>				
<u>Principal Clerk Stenographer</u>	<u>35</u>						
<u>Principal Clerk Typist</u>	<u>35</u>		<u>35</u>				
<u>Principal Data Entry Machine Operator</u>	<u>35</u>						

TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Principal Index Clerk Typing</u>			<u>35</u>				
<u>Principal Medical Records Clerk</u>			<u>35</u>				
<u>Principal Vault Clerk</u>	<u>35</u>						
<u>Property Clerk</u>	<u>35</u>						
<u>Purchasing Assistant</u>	<u>35</u>						
<u>Purchasing Assistant Typing</u>	<u>35</u>						
<u>Receptionist</u>	<u>35</u>			<u>40</u>			
<u>Receptionist Typing</u>	<u>35</u>			<u>40</u>			
<u>Recreation Attendant</u>					<u>40</u>		
<u>Recreation Therapy Aide</u>			<u>35</u>				
<u>Road Inspector</u>						<u>35</u>	
<u>Seamstress</u>			<u>35</u>				<u>40</u>
<u>Security Guard</u>	<u>40</u>						
<u>Senior Account Clerk</u>	<u>35</u>		<u>35</u>		<u>35-40</u>		
<u>Senior Account Clerk Typing</u>	<u>35</u>						
<u>Senior Construction &amp; Road Inspector</u>						<u>40</u>	
<u>Senior Data Entry Machine Operator</u>	<u>35</u>						
<u>Senior Deed &amp; Mortgage Clerk</u>	<u>35</u>						
<u>Senior Dental Assistant</u>			<u>35</u>				
<u>Senior Electrocardiograph Technician</u>			<u>40</u>				
<u>Senior Environmental Therapy Aide</u>			<u>40</u>				
<u>Senior Garage Attendant</u>	<u>35</u>					<u>40</u>	
<u>Senior Groundskeeper</u>						<u>40</u>	
<u>Senior Hospital Attendant</u>			<u>40</u>				
<u>Senior Identification Clerk</u>	<u>35</u>						
<u>Senior Index Clerk</u>	<u>35</u>						
<u>Senior Juvenile Detention Officer</u>							<u>40</u>
<u>Senior Laboratory Technician</u>			<u>40</u>				
<u>Senior Legal Stenographer</u>	<u>35</u>						



TITLE	HOURS						
	A	CG	M	Mh	P/RE C	PR	YH/S
<u>Senior Linen Room Attendant</u>			40				
<u>Senior Mail Clerk</u>	35						
<u>Senior Maintenance Repairer (and variants thereof)</u>	35		40				
<u>Senior Map Clerk</u>	35						
<u>Senior Mechanic</u>		40				40	
<u>Senior Medical Records Clerk</u>			35				
<u>Senior Microfilm Machine Operator</u>	35						
<u>Senior Music Therapy Aide</u>			35				
<u>Senior Occupational Therapy Aide</u>			35				
<u>Senior Office Appliance Operator</u>	35						
<u>Senior Offset Operator</u>	35						
<u>Senior Park Caretaker</u>					40		
<u>Senior Parking Meter Collector &amp; Repairer</u>						40	
<u>Senior Payroll Clerk Typing</u>							35
<u>Senior Physical Therapy Aide</u>			35				
<u>Senior Road Inspector</u>						35	
<u>Senior Seamstress</u>			35				
<u>Senior Storekeeper</u>			40				
<u>Senior Tax Auditor</u>	35						
<u>Senior Telephone Operator</u>	35		40				
<u>Senior Timekeeper</u>			35				
<u>Senior Traffic Signal Electrician</u>						35	
<u>Senior Vault Clerk</u>	35						
<u>Senior X-ray Technician</u>			35				
<u>Sewerage Plant Operator</u>			40				
<u>Stock Clerk</u>			40				
<u>Stock Handler</u>			40				
<u>Storekeeper</u>			40				
<u>Supervising Cashier</u>	35						

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

**STIPULATION III  
SNOW REMOVAL**

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

ADDENDUM I

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

Dear President Cleary::

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

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

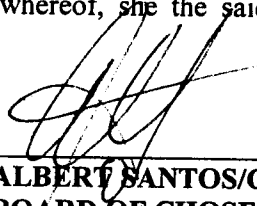
Very truly yours,

HUDSON COUNTY EXECUTIVE

By: \_\_\_\_\_  
Thomas A. DeGise

STATE OF NEW JERSEY )  
 )  
 ) SS  
 )  
COUNTY OF HUDSON )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_,  
Two Thousand and Three before me, the subscriber, personally appeared **ALBERT SANTOS**, who  
being by me duly sworn according to law, on her oath says that she is the Clerk of the Board of  
Chosen Freeholders of the County of Hudson and that **THOMAS A. DE GISE** is the County  
Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the  
foregoing instrument is the seal of said County; that the said **THOMAS A. DE GISE** as County  
Executive signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses  
and purposes therein expressed, in attestation whereof, she the said **ALBERT SANTOS**, as Clerk,  
subscribed her name thereto

  
\_\_\_\_\_  
**ALBERT SANTOS/CLERK**  
**BOARD OF CHOSEN FREEHOLDERS**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_

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

No. 200-5-2007

On Motion of Freeholder Fitzpatrick  
Seconded by Freeholder Lange

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

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

WHEREAS, the aforementioned Memorandum of Agreement is deemed acceptable to the County, subject to ratification of the Union.

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

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

Freeholder	Aye	Not	Abs.	N.P.	Freeholder	Aye	Not	Abs.	N.P.
Cifelli	✓				O'Dea	✓			
DiChommano	✓				Rivas	✓			
DeBito	✓				Rivas	✓			
Finigrosso	✓				Chairman				
Lange	✓				Lange				✓

SOURCE:  
Finance & Administration

RM:gw

It is hereby certified that at the regular meeting of the Board of Freeholders of the County of Hudson held on the 10 day of May A.D. 2007, the foregoing resolution was adopted with 3 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY: Donato J. Battista  
DONATO J. BATTISTA  
HUDSON COUNTY COUNSEL

[Signature], Clerk