

## MEMORANDUM OF AGREEMENT

The COUNTY OF HUDSON ("County") and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A-68B, AFL-CIO ("Union") hereby enter into this Memorandum of Agreement ("Agreement") with respect to the modifications, amendments and additions to the collective bargaining agreement between the County and the Union from July 1, 2015 to June 30, 2020 ("CBA"). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

1. **Duration:**

July 1, 2020 to June 30, 2025 – Five (5) year contract.

2. **Union Security and Agency Shop:**

Consistent with Janus v. AFSCME, delete from CBA all references to agency fees.

3. **Holidays:** Implementing Executive Order No. TAD-89. Beginning on June 19, 2021, "Juneteenth" recognized as a County holiday.

4. **Wages:**

A. Effective 7/1/20 2.5% base salary increase.

Effective 7/1/21 3.0% base salary increase.

Effective 7/1/22 2.5% base salary increase.

Effective 7/1/23 3.0% base salary increase.

Effective 7/1/24 2.5% base salary increase.

B. 1% Annual Market Adjustment for each year of the contract effective on July 1<sup>st</sup>. The 1% respective market rate adjustment will be applied before the respective base salary percentage increase.

C. In the first year of the contract, all increases will be retroactive to July 1, 2020 from date of ratification of the Agreement for those individuals on payroll at the time of the ratification and for those individuals who retired from June 30, 2020 until the time of the ratification.

In the second year of the contract, all increases will be retroactive to July 1, 2021 from date of ratification of the Agreement for those individuals on payroll at the time of the ratification and for those individuals who retired from June 30, 2021 until the time of the ratification.

5. **Boot allowance:** – The current annual boot allowance will be increased to One hundred fifty dollars (\$150.00).

6. **Work Site Location Stipend:** Consistent with the sidebar agreement executed between the County and District 1199J for employees permanently assigned to the County Correctional Center and the Meadowview Psychiatric Hospital, the current employees identified on the attached Exhibit A will receive a stipend amount, not included in base salary, of \$4,105.95. This stipend is effective January 1, 2022. This stipend only applies to employees permanently assigned to the County Correctional Center and the Meadowview Psychiatric Hospital. If an employee is reassigned out of the County Correctional Center or out of the Meadowview Psychiatric Hospital permanently or for a period of four (4) or more weeks, that employee will no longer receive the stipend amount.

7. **Proration of Leave Days:**

Add the following proration of leave language to the contract:

All yearly time for sick, personal, and vacation (the "benefits") provided for in this contract is based upon an employee being in paid status during the period of time for which the benefits are given. All benefits will be prorated based upon time worked during the entire year. In the event

that an employee is not in paid status for the full year then the benefits will be prorated so that the employee will only earn benefits for the period of time the employee is in paid status. While an employee will continue to be credited with the benefits as of January 1 of each year of the contract, an employee shall not be deemed to have earned those benefits unless the employee is on paid status for the period of time represented by the prorated benefits. Should an employee take benefits the employee did not earn and the employee has nevertheless exhausted those benefits, then the employee will be required to either repay the benefits or deduct the benefits from time earned in future years.

8. **License stipend:** The current annual license stipend set forth in Article XXI, 21.6 will be increased from eight hundred twenty-five dollars (\$825.00) to nine hundred thirty dollars (\$930.00) effective July 1, 2022.

9. **Snow removal:** The County and the Union agree to establish a committee to review snow removal issues. The committee will meet within 60 days from ratification of this Agreement.

**Miscellaneous:**

(a) This Memorandum of Agreement contains the entire agreement of the parties.

(b) This Memorandum of Agreement is subject to ratification by the Hudson County Board of County Commissioners and by the membership of the Union. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals.

(c) The County shall prepare a collective bargaining agreement incorporating this Memorandum of Agreement.

(d) The parties agree to recommend that their respective principals ratify this Memorandum of Agreement.

~~COUNTY OF HUDSON~~

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LOCAL 68-68A-68B, AFL-CIO

 5/16/2022

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## **Exhibit A**

### **Boiler Operators:**

Christopher Dotson  
Walter Gaines  
Sergio Gonzalez  
Jeffrey Knueppel  
Emmanuel Tam

### **Engineers:**

Troy Bryant  
Ramon Flores  
Anthony Gorski  
Eduardo Petilla  
Richard Santos  
Kemalpasa Umih

### **Electricians:**

James Horne  
Keith Krieger

### **Carpenters:**

Terry Pearson  
Joseph Rojas  
Mark Ventricelli