

## MEMORANDUM OF AGREEMENT

The COUNTY OF HUDSON ("County") and the NJCSA HUDSON COUNTY SUPERVISORS LOCAL No. 22 ("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. **Article V Union Security and Agency Shop:**

Consistent with Janus v. AFSCME, delete from CBA all references to agency fees. Add the following language: In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the County pursuant to law. Upon receipt of such notice, the County will forward a copy to the Union President within five (5) days. Deductions shall be terminated as of July 1 of the year following the date on which notice of withdrawal was submitted.

3. **Article VII Holidays:** Implementing Executive Order No. TAD-89. Beginning on June 19, 2021, "Juneteenth" recognized as a County holiday. Add new paragraph in "B" to that effect.

4. **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. This section on proration of leave days is effective July 1, 2022.

**5. Article XXIV Wages:**

- A. Effective 7/1/20 3.0% base salary increase.
- Effective 7/1/21 2.5% base salary increase.
- Effective 7/1/22 3.0% base salary increase.
- Effective 7/1/23 2.5% base salary increase.
- Effective 7/1/24 3.0% 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.



In the third year of the contract, all increases will be retroactive to July 1, 2022 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, 2022 until the time of the ratification.

D. Incorporate the arbitration settlement language. PERC Dkt. No.: AR-2017-094. Subsection "P" changed:

Employees must earn an annual base salary that is at least five percent (5%) higher than the annual base salary of her/his highest-paid subordinate employee. No supervisor is eligible for the five percent (5%) differential payment, unless he/she regularly supervises the subordinate employee who is permanently assigned within the division wherein that supervisor is assigned. There is no entitlement to the five percent (5%) differential payment for situations where there is an occasional assignment of another County employee who is not permanently assigned within the division wherein that supervisor is assigned.

E. The County and the Union agree to a reopener effective September 1, 2022 to review establishing salary level minimums for years of service. Both the County and the Union commit to apply their best efforts during this review.

6. **Article XXII Boot allowance:** – The current annual boot allowance will be increased to One hundred fifty dollars (\$150.00) in paragraph D of the CBA, which will be effective January 1, 2023.

7. **Article XXIV – Stipend Cell Phones:** Add the following new language:

The County recognizes the utilization of personal cell phones by employees in various departments, including, but not limited to the Departments of Roads and Public Property and Parks for County assigned job related tasks. Accordingly, the County will provide a forty dollar (\$40) monthly cell phone stipend, not included in base salary, to those employees identified on the attached list, as Exhibit A, which is incorporated into this Agreement and made a part hereof. If a unit member not listed on Exhibit A is subsequently required by management to utilize his/her personal cell phone for County assigned job related tasks, then the unit member

will receive the cell phone stipend. If the County determines, in its sole and absolute discretion, that an employee is refusing to utilize the employee's personal cell phone for County assigned job related tasks, then that employee will no longer receive the stipend amount. The stipend is effective in the first full month following ratification of this Agreement by both the Union and the County.

**8. Article XXIV 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 list, as Exhibit B will receive a stipend amount, not included in base salary, of \$4,105.95. This stipend is effective and retroactive to July 1, 2020 for those employees currently on payroll at the time of ratification of this Agreement. 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.

**9. Article XXXIII Hours of work:** Add the following to K. after "...on a day for day basis."

For a County Administrative Shut Down, if an employee is required to work a full day which is declared as a non-work day by the County Executive where the cause of the declaration is not attributed to a weather related condition or other emergent situation (i.e. day after or before a holiday, etc.), each member of the unit required to work his/her full shift shall receive an additional day off to be taken within six (6) months of the Administrative Day.



The additional day off must be scheduled and approved by Management within 30 days of the Administrative Day and taken within six (6) months of the Administrative Day, unless precluded through no fault of the employee in which case the employee will be given an additional three (3) months to schedule, receive approval and take the Administrative Day, said approval will not be unreasonably withheld, or the member forfeits the day. A Unit member scheduled to take an approved/accrued Personal/Vacation time for this day shall be credited back with the Personal/Vacation time.

**10. Article XXXVI, Acting Lead Supervisor:**

Section A is deleted and replaced with the following:

Any Supervising Security Systems Operator assigned by the Department Director or his/her designee to serve as acting lead supervisor shall receive one hour's additional pay, at the rate of time and one-half, for each full shift that he or she is physically present on the shift and serves as acting lead supervisor.

**11. Article XXXI – Tuition Reimbursement: Delete references to “stipend.”**

**Miscellaneous:**

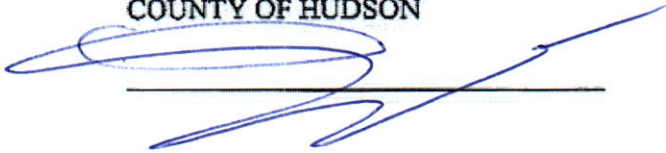
(a) This Memorandum of Agreement contains the entire agreement of the parties.

(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



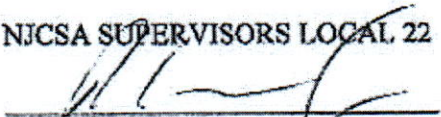
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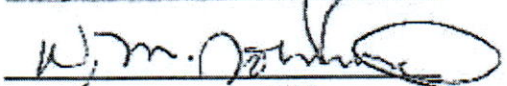
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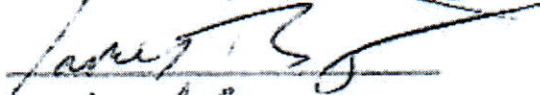
NJCSA SUPERVISORS LOCAL 22




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Michael DiArduano

### **Exhibit A (Cell Phone Stipend)**

John Shea – Supervisor Garage Services  
Joseph Martinez- Asst. Supervisor  
Gregory McMillon- Asst. Supervisor  
Daniel Meledenz- Traffic Signal Supervisor  
Joseph Pilla – Supervisor Garage Services  
Paul Silletti – Asst. Supervisor Garage Services

Michael Waterman, Supervisor  
Edward Gentile, Asst. Supervisor  
Christopher Gonzales, Supervisor  
Williemae Johnson, Supervisor  
Joey Albasamo, Asst. Supervisor  
Vinnie Johnson, Asst. Supervisor  
Al Hornig, Supervisor  
Joseph DiBenedetto, Asst. Supervisor  
Lionel Matthews, Asst. Supervisor  
Marc DelDuca, Supervisor  
Federico Nealon, Supervisor  
James Bing, Supervisor  
Albert Stone, Supervisor

Robert Mendez, Supervisor  
Michael Danduono, Supervisor

### **Exhibit B (Work Site Stipend)**

Jose Guareno – Supervisor Building Maintenance Services (Hospital)  
Gary Giusto – Assistant Supervisor Building Maintenance Services (Hospital)  
Robert Brown – Supervising Electrician (Corrections)