

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE COUNTY OF HUDSON**

**AND**

**INTERNATIONAL UNION OF PAINTERS & ALLIED  
TRADES (DISTRICT COUNCIL 711)**

\*\*\*\*\*

**7/01/2001-6/30/2006**

RESOLUTION FACT SHEET

DEPARTMENT: FINANCE & ADMINISTRATION

DIVISION: DIVISION OF PERSONNEL

CONTRACTOR/PROGRAM TITLE: Memorandum of Agreement between the County of Hudson and the International Union of Painters and Allied Trades District Council 711 ("Local 711") signed on October 17, 2002.

RENEWAL 7/01/2006

TERM FIVE YEARS ( 7/1/01 - 6/30/06 )

AMOUNT 1) 3.00% 7/01/01  
3.00% 7/01/02  
3.00% 7/01/03  
3.50% 7/01/04  
3.50% 7/01/05

2) MINIMUM SALARIES INCREASED AS FOLLOWS:

3.00% 7/01/01  
3.00% 7/01/02  
3.00% 7/01/03  
3.50% 7/01/04  
3.50% 7/01/05

3) ALL LEVELS OF LONGEVITY INCREASED ON 1/01/02 BY \$100.00 AND ON 1/01/05 BY \$100.00.

4) EFFECTIVE 7/01/01 EACH EMPLOYEE TO RECEIVE AN ANNUAL \$100.00 SHOE ALLOWANCE.

5) EFFECTIVE 1/01/02 RETIREMENT ALLOWANCE MAXIMUM INCREASED TO 1 DAYS PAY PER 2 DAYS OF UNUSED ANNUAL ACCUMULATED SICK LEAVE, NOT TO EXCEED \$10,000.00.

REVENUE SOURCE(S)

## MEMORANDUM OF AGREEMENT

The County of Hudson ("County") and The International Union of Painters and Allied Trades District Council 711, on this 17<sup>th</sup> day of October 2002 agree as follows with respect to the terms of the Collective Bargaining Agreement that expired on June 30, 2001.

1. Article IX - Longevity

Longevity is increased as follows:

	01/01/02	01/01/05
Paragraph A	\$100.00	\$100.00
Paragraph B	\$100.00	\$100.00
Paragraph C	\$100.00	\$100.00
Paragraph D	\$100.00	\$100.00
paragraph E	\$100.00	\$100.00

2. Article X - Wages and Minimums

Wages Increased as follows:

Section A	07/01/01	3.0%
Section B	07/01/02	3.0%
Section C	07/01/03	3.0%
Section D	07/01/04	3.5%
Section E	07/01/05	3.5%

Section F

Minimum Salaries increased by % listed in #2 on:

07/01/01  
07/01/02  
07/01/03  
07/01/04  
07/01/05

3. Article XII - Overtime -

Delete Sections 1 & 2 and replace with the following:

Section 1 -

Employees 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 the following are considered as time worked:

Meal periods;  
Paid time off  
(sick, vacation, holidays etc.)

Section 2 -

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

1. Base salary
2. Differentials; and
3. Longevity pay

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

Section 3 -

- C- Employees may be paid compensatory time instead of cash. The compensatory time is earned at the rate of one and one half hour for each full hour worked in excess of 40 hours in a work week.
- D- Employees may accumulate a maximum of 240 hours of compensatory time pursuant to this Article. Since compensatory time is earned on the basis of time and one half, this represents 160 hours of actual overtime work. Employees who have reached the 240 hours must be paid time and one half in cash for all hours worked in excess of 40 hours in a week.
- E- Employees will be allowed to use compensatory time at their request provided that the use of the compensatory time does not unduly disrupt the operations of the

work location.

- F- The County may, at its option, substitute cash, in whole or part, for compensatory time. Such substitution will not affect subsequent granting of compensatory time off in the future workweeks for work periods.

Payments for accrued compensatory time may be made at any time and must be paid at the regular rate earned by the employee at the time the employee receives payment. Upon termination of employment, an employee must be paid for unused compensatory time figured at;

1. the average regular rate received by the employee during the last three years of employment; or
2. The final regular rate received by such employee whichever is higher.

The phrase "last three years of employment" means the three year period immediately prior to termination, so that if an employee has a break in service, the period of employment after the break will be treated as a new employment.

- E- Employees who refuse an order to work overtime are subject to discipline including discharge.

4. Article XV - Vacations -

Section 16 - Delete in its entirety (Advance Vacation Pay)

5. Article XVI - Sick Leave

Paragraph 1 - Delete in its entirety (Four Hour Provision)

Section 8 - Delete in its entirety - (Attendance Bonus)

6. Article XVIII - Paid Leave

Paragraph 1 - Section C - Delete in its entirety (Funeral Leave for Aunt/Uncle)

7. Article XX - Retirement Allowance -

Section 2 - Change language to state

Effective January 1, 2002 Increase retirement allowance maximum to \$10,000. Modify one-for-three calculation to one-for-two.

8. Article XXI - Insurance

Section 4 - change language in last sentence to read:

Employee-paid dental upgrades can be deducted on a pre-tax basis.

9. Article XXXV - Effective Date and Duration

Duration July 1, 2001 to June 30, 2006

10. New Article - Article XXXVI - Uniforms -

Effective July 1, 2001 of each year of contract employees entitled to work shoe stipend of \$100.00.

11. New Article XXXVII - Health Benefits -

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.

12. Miscellaneous;

1. All terms and conditions of employment contained in the parties 1996-2001 collective bargaining agreement shall remain unchanged except as modified herein.
2. This Memorandum contains the entire agreement of the parties. Any proposals and counter proposals not contained herein are withdrawn and void.
3. This Memorandum is subject to ratification by the Hudson County Board of Chosen Freeholders and by the membership of the DC 711 bargaining unit. The undersigned represent that they are authorized to enter into this Memorandum on behalf of their respective principals.
4. The County shall prepare a Collective Bargaining Agreement incorporating this Memorandum.

5. The parties agree to recommend that their respective principals ratify this Memorandum.
6. Except as noted, all provisions are effective July 1, 2001.

IUPAT DC 711

General Mascoli  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF HUDSON

Howard Moore 10/17/02  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON**

**RESOLUTION**

No. 572-11-2002

On Motion of Freeholder Dugan  
Seconded by Freeholder Liggio

**RATIFYING TERMS AND CONDITIONS OF COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE COUNTY OF HUDSON AND THE  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES LOCAL 711  
(JULY 1, 2001 TO JUNE 30, 2006)**

**WHEREAS**, the County Executive, Bernard M. Hartnett, Jr., has negotiated a Collective Bargaining Agreement with Local 711 (The International Union of Painters and Allied Trades) for the period July 1, 2001 to June 30, 2006 to replace the contract that expired on June 30, 2001.

**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 Agreement which is reflected in a memorandum now on file in the Office the Clerk to this Board, is hereby approved and ratified.
3. This Resolution shall take effect immediately.

Freeholder	Aye	Nav	Abst	N.P.	Freeholder	Aye	Nav	Abst	N.P.
Braker	X				Fitzgibbons	X			
Cifelli	X				Liggio	X			
Colon	X				O'Dea	X			
Dugan	X				Stack	X			
Chairman Vera	X								

SOURCE:

Finance & Administration  
Division Of Personnel

RM/UP

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 26 day of Nov, A.D. 2002, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative.

*Jan O. Spence*, Clerk

APPROVED AS TO LEGAL FORM

BY *Joseph S. Sherman*  
**JOSEPH S. SHERMAN**  
HUDSON COUNTY COUNSEL