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Hudson

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

COUNTY OF HUDSON

Bd. of Chosen Trustees

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL NO. 286

January 1, 1978 -- June 30, 1980

LIBRARY
Institute of Management and

1979

RUTGERS UNIVERSITY

COPY OF RESOLUTION

No. 181-4-1978

On motion of Freeholder	<u>Kaye</u>
Seconded by Freeholder	<u>Cifelli</u>

WHEREAS, Edward F. Clark, Jr., County Executive, has negotiated a collective bargaining agreement with the International Brotherhood of Teamsters Local No. 286.

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

1. This Board hereby approves aforesaid agreement for the period from January 1, 1978 to and including June 30, 1980, which further provides for:

A. Effective January 1, 1979, an improved prescription drug program to provide a One Dollar (\$1.00) co-pay benefit level;

B. Effective July 1, 1979, an increased life insurance benefit level from Three Thousand Dollars (\$3,000.00) to Five Thousand Dollars (\$5,000.00);

C. Effective July 1, 1979, a basic dental program;

D. Effective June 30, 1978, a retirement allowance, calculated at one (1) day's pay for each three (3) days of unused annual accumulated sick leave, with a maximum retirement leave payment to any one employee not to exceed Three Thousand Dollars (\$3,000.00);

E. A one time only lump sum bonus to each employee of Two Hundred and Fifty Dollars (\$250.00), which bonus shall not be part of an employee's annual salary;

F. Effective July 1, 1978, the annual salaries shall be increased Five Hundred Dollars (\$500.00) per annum;

COPY OF RESOLUTION

No.

On motion of Freeholder _____
Seconded by Freeholder _____

GE 2

G. Effective July 1, 1979, the annual salaries shall be increased by Eight Hundred Dollars (\$800.00) per annum.

2. This resolution shall take effect immediately.

I, DOROTHY RIETH Deputy Clerk of the Board of Chosen Freeholders of the County of Hudson in the State of New Jersey, DO HEREBY CERTIFY the attached resolution to be a true copy of a resolution passed at a meeting of said Board held on April 27, 1978

Dorothy Rieth
Deputy Clerk

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF RESOLUTION

No. 182-4-1978

On motion of Freeholder Zampella
Seconded by Freeholder Simunovich

WHEREAS, Edward F. Clark, Jr., County Executive, has negotiated a collective bargaining agreement with the International Union of Operating Engineers Local 68, 68A, 68B.

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

1. This Board hereby approves aforesaid agreement for the period from January 1, 1978 to and including June 30, 1980, which further provides for:

A. Effective January 1, 1979, an improved prescription drug program to provide a One Dollar (\$1.00) co-pay benefit level;

B. Effective July 1, 1979, an increased life insurance benefit level from Three Thousand Dollars (\$3,000.00) to Five Thousand Dollars (\$5,000.00);

C. Effective July 1, 1979, a basic dental program;

D. Effective June 30, 1978, a retirement allowance, calculated at one (1) day's pay for each three (3) days of unused annual accumulated sick leave, with a maximum retirement leave payment to any one employee not to exceed Three Thousand Dollars (\$3,000.00);

E. A one time only lump sum bonus to each employee of Two Hundred and Fifty Dollars (\$250.00), which bonus shall not be part of an employee's annual salary;

F. Effective July 1, 1978, the annual salaries shall be increased Five Hundred Dollars (\$500.00) per annum;

(Cont'd)

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF RESOLUTION

No.

On motion of Freeholder _____
Seconded by Freeholder _____

GE 2

G. Effective July 1, 1979, the annual salaries shall be increased by Eight Hundred Dollars (\$800.00) per annum.

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Dorothy Rieth
Deputy Clerk

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PREAMBLE

AGREEMENT entered into this 17th day of April ,
1978 between LOCAL UNION NO. 286 affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred
to as the "Union" and the COUNTY OF HUDSON, hereinafter
referred to as the "County".

The effective date of this Agreement is

January 1, 1978.

The County and the Union agree as follows:

ARTICLE I

RECOGNITION

A. The County recognizes Local Union No. 286, International Brotherhood of Teamsters as the sole and exclusive bargaining agency for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits and other terms and conditions of employment.

B. The provisions of this Agreement shall apply to employees of the County in the following job classifications:

Account Clerk	Mail Clerk
Admitting Clerk MT. & Rep.	Medical Stenographer
Clerk Typist	Necropsy Stenographer
File Clerk	Principal Medical Records Clerk
Junior Library Assistant	Senior Account Clerk
Cashier Typist	Senior Mail Clerk
Clinic Attendant Typist	Senior Receptionist
Admitting Clerk	Stock Clerk
Clerk	Timekeeper
Clinic Attendant M.H.	Assistant Laundry Foreman
Hospital Bond Interviewer	Beautician
Medical Records Clerk	Building Maintenance Worker
Canteen Clerk	Building Maintenance Worker- Maintenance and Repair
Clerk Stenographer	
Elevator Operator	Building Repairman-Helper
Head Account Clerk	Music Therapy Aide

Principal Account Clerk Typist
Secretary Warehouse Division
Senior Clerk Stenographer
Senior Music Therapy Aide
Transcriber
Senior Hospital Credit
Interviewer Senior
Senior Telephone Operator
Storekeeper
Bacteriology Technician
Hospital Credit Interviewer
Messenger
Multilith Operator
Principal Account Clerk
Stenographer
Principal Account Clerk
Senior Clerk
Senior Clerk Transcriber
Senior Medical Records Clerk
Senior X-Ray Technician
Telephone Operator
Vital Statistics Clerk
Barber
Bridge Operator-Steam
Building Maintenance Worker-Laundry
Microfilm Operator

Principal Clerk
Receptionist
Senior Account Clerk Typist
Senior Clerk Typist
Senior Multi-Operator
Statistical Clerk Stenographer
Telephone Operator PT
Ward Clerk
Building Administration Worker
Building Service Worker
Butcher
Chair Caner
Cook Custodian
Elevator Operator PLT STR
Equipment Operator-Sweeper
Garage Attendant
Histology Technician
Laboratory Technician
Linen Room Attendant
Maintenance Repairman Helper
Maintenance Repairman Painter
Occupational Therapy Aide
Organist
Repairman
Central Supply Aide

Clinic Attendant PLIK
Elevator Starter
Equipment Operator Roads
Furniture Finisher
Head Cook
Laboratory Assistant
Laundry Worker
Maintenance Repairman Carpenter
Building Maintenance Worker GER
Building Service Worker-Floors
Clerk Room Attendant
Dental Technician
ENV Therapy Aide
Food Service Worker PT
Groundskeeper
Institutional ADJ
Laborer Driver
Maintenance Repairman
Maintenance Repairman Electrician
Mechanic
Mechanic Repairman Helper MEQ.
Physical Therapy Aide
Building Service Worker PT
Chauffeur
Dental Aide
Electrical Maintenance Repairman

Food Service Worker
Gardener
Housekeeper
Laborer
Linen Room Attendant-Laundry
Maintenance Repairman Locksmith
Maintenance Repairman Glazier
Mechanic Helper
Occupational Therapist
REC Therapy Aide
Seamstress
Senior Building Service Worker
Senior Central Supply Aide
Senior Cook
Senior Food Worker
Senior Laundry Worker
Senior Maintenance Repairman
Senior Mechanic
Repairman
Senior Pharmacists Helper
Senior Sewage Plant Operator
Stock Clerk
Truck Driver
Institutional Fireman
Docket Clerks
Cashier

Senior Medical Technologist
Senior Physical Therapy Aide
Senior Stock Clerk
Stock Handler
Upholsterer
Assistant Cashier
All Head Clerks
Maintenance Repairman Plumber
Nurses Aide
Pharmacist Helper
Road Repairman
Senior Building Maintenance
Worker
Senior Electrical Card Technician
Senior Hospital Attendant
Senior Linen Room Attendant
Senior Maintenance Repairman-Iron
Work
Senior Maintenance Repairman-
Plumber
Senior Repairman Electrician
Sewage Plant Operator
Seamstress Laundry and Linen
Senior Bookkeeper Machine Operator
Tile Setter
Senior Maintenance Repairman MSLP
Senior Maintenance Repairman-Windows
Senior Maintenance Repairman-
Roofer

Senior Maintenance Repairman
Plumber Steamfitter
Senior Seamstress Laundry and
Linen
Shoe Maker
Traffic Maintenance Repairman
Naturalization Clerks
All Foremen
Institutional Firemen
HUDSON COUNTY PARK DIVISION
Clerk-Typist
Equipment Operator
Foreman Parks
Laborer
Maintenance Repairer-Plumber
Maintenance Repairer-Foreman
Mechanic Repairman
Chauffeur
Park Attendant
Park Caretaker
Park Foreman
Recreation Attendant
Senior Clerk Typist
Senior Park Caretaker
Stock Clerk
Truck Driver
Watchman

C. Notwithstanding the provisions of ARTICLE I, paragraph B, employees in the aforementioned job classifications are not covered by this Agreement in the following County Departments:

Personnel Department
County Legal Office
County Adjusters'
Prosecutor's Office
Office of the Board of
Chosen Freeholders

D. In addition to the employees excluded in ARTICLE I, paragraph C, all other employees of the County are excluded and N.J.S.A. 34:13A-1 et seq. excludes the following:

Managerial Executives

Policemen

Professional Employees

Supervisors within the
meaning of the New
Jersey Employer-Employee
Relations Act

ARTICLE 1A

WORKING CONDITIONS

A. The representatives of the County and of the Union shall, by mutual consent, adopt written memorandums covering in more specific terms, the interpretations and/or the application of working conditions, the reasonable rules and/or regulations of employment and the method of making any work force changes so as to provide the maximum job security for all permanent employees, in order to make it better suited to a specific bargaining unit or for any special circumstances within the certification of employee representation by Teamsters Local No. 286 with the Hudson County Board of Chosen Freeholders.

ARTICLE II

OUT OF TITLE WORK

A. The County and the Union agree that employee should be assigned work appropriate to and within their job classifications according to Civil Services Laws and Regulations.

B. Except in cases of emergency, employees regularly assigned to out of title work shall be paid the rate of the title they are working in if that rate is higher than their regular title rate. 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 may be resolved through the grievance procedure.

ARTICLE III

DUES CHECK-OFF

A. The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th and last day of the current month, after such deductions are made.

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.

ARTICLE IV

LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

A. Any employee covered by this Agreement who is disabled because of a job-related injury or disease shall be granted a leave of absence with basic salary pay as in effect at time of injury.

Such leave shall be granted with full pay, with reduced pay or with full pay for a certain period and reduced pay thereafter at the sole discretion of the County.

B. Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

C. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmen's Compensation award under the N. J. Workmen's Compensation Act for temporary disability.

ARTICLE V

AID TO OTHER UNIONS

A. The County will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE VI

HOURS OF WORK

A. The regular work week in effect at the signing of this Agreement with respect to all titles covered by this Agreement shall remain in effect for the duration of this Agreement, per side bar.

B. The County shall have the right to assign overtime work upon proper notification.

ARTICLE VII

MEAL PERIODS

A. Meal periods shall be of one hour's 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 it be less than thirty minutes.

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.

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.

ARTICLE VIII

HOLIDAYS

A. 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.

B. The thirteen (13) paid holidays are as follows:

New Year's Day

Washington's Birthday

Memorial Day

Labor Day

Columbus Day

Thanksgiving Day

Lincoln's Birthday

Good Friday

Independence Day

Veteran's Day

Election Day

Christmas Day

Martin Luther King Day

C. Employees shall receive one (1) day's pay in excess of his/her regular rate of pay for each of the

holidays listed above on which they perform duties.

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

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

2. 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 month of the date on which it occurred.

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

4. The employee worked his last regularly work day before the holiday and the first regularly scheduled work day after the holiday.

ARTICLE IX

SICK LEAVE

A. Any employee covered by this Agreement, contracting or incurring any non-service sickness or disability, which renders such employee unable to perform the duties assigned by the County shall receive sick leave with pay as follows:

1. An employee shall be afforded sick leave on the basis of one (1) working day per month up to the end of the first year, and fifteen (15) working days for each calendar year thereafter. Sick leave shall be earned by an employee for any month in which he/she is compensated for any part of any day, whether or not the employee actually worked in said month.

2. An employee commences earning sick leave from the day of hiring and as long as he/she is actively working or being compensated for vacation, personal leave or sick time.

3. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

ARTICLE X

UNPAID LEAVES

A. In the discretion of the County, which shall not be unreasonable, a limited number of leaves of absence for a limited period, not to exceed exceed six (6) months, may be granted for a reasonable purpose.

B. Employees elected or appointed to any Union office who wish to do Union work which takes them from their employment with the County shall be granted a leave of absence without pay. The leaves of absence shall not exceed one (1) year, but it may be renewed or extended at the discretion of the County. The number of employees granted leave under this provision shall be reasonable.

C. 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.

D. Any employee who enters the active service in the Armed Forces of the United States while in the service of the County, shall be granted a leave of absence for the initial period of military service.

ARTICLE XI

JURY DUTY LEAVE

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 regular wages less the remuneration of jury service allowance. 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 in said instance if there is less than four (4) hours remaining in his/her work shift.

ARTICLE XII

CALL IN TIME

- A. Any employee who is requested by the County and must return to work during periods other than his/her regularly scheduled shift shall be guaranteed not less than four (4) hours call in pay, regardless of the number of hours actually worked.
- B. If any employee scheduled to report to work is not able to do so, he/she must call the personnel office at least two (2) hours before he/she should report.
- C. If an employee, in case of emergency, cannot be on time he/she must call the personnel office and give the expected time of arrival. If the employee will be more than two (2) hours late, it shall be within the sole discretion of the County as to whether the employees will be permitted to report for work.

7. 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 in any way be subject to the grievance procedure herein set forth.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The Union recognizes that the County may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

B. 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:

1. to direct employees of the County;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work, or other legitimate reasons;
5. to maintain the efficiency of the County operations entrusted to them;
6. to determine the methods, means and personnel by which such operations are to be conducted;

ARTICLE XIV

DISCIPLINE AND DISCHARGE

A. Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance, through regular grievance procedures as established in this Agreement.

B. If the County has just cause and reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. DISCHARGE: The County shall not discharge any employee without just cause. If, any employee feels there is a violation against his/her rights concerning the discharge or suspension, the Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, going into arbitration if necessary.

D. If, in any case the County feels there is just cause for suspension and/or discharge, the County must notify the employee involved, in writing, that he/she has been suspended and is subject to discharge.

ARTICLE XV

REST PERIODS AND PERSONAL CLEAN-UP PERIOD

A. 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 for the duration of this Agreement.

ARTICLE XVI

PAY PRACTICES AND OVERTIME PAY

- A. The County agrees to issue payment for overtime on a monthly basis for the preceding overtime reporting period.
- B. The County agrees to continue its regular schedule of salary payments.
- C. The County agrees to pay overtime pay at the rate of time and one-half for all hours. Overtime hours shall be defined in accordance with existing practices on the date of the signing of this Agreement.
- D. All accumulated days earned, in lieu of overtime pay, shall be reimbursed in money or time due within one month of the date on which it was earned.

ARTICLE XVII

BREAKS IN CONTINUOUS SERVICE

A. 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.

ARTICLE XVIII

SEVERABILITY AND SAVINGS

A. Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

B. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the County and the Union.

ARTICLE XIX

UNIFORMS

A. The County agrees to continue supplying uniforms to all employees who are members of Teamsters Local 286 and are now receiving them from the County.

ARTICLE XX

HEALTH BENEFITS AND INSURANCE

- A. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1980 and thereafter unless the County and the Union mutually agree to any change.
- B. Effective January 1, 1979, The County shall improve the prescription drug program to provide a \$1.00 co-pay benefit level.
- C. Effective July 1, 1979, the County shall establish the basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program.
- D. Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.
- E. The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any

dispute dealing with the selection of insurance carrier, program, or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

ARTICLE XXI

TRANSFERS

A. 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.

ARTICLE XXII

SAFETY AND HEALTH COMMITTEE

A. The County and the Union agree to establish jointly a Safety and Health Committee consisting of three County and three Union representatives. This Committee will advise management of all safety and health activities.

The Committee will conduct regularly scheduled monthly meetings for the sole purpose of discussing accident prevention and developing suitable corrective safety measures.

ARTICLE XXIII

UNION BULLETIN BOARDS

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 such bulletin boards will be delivered to designated County officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal.

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

1. notices of Union meetings;
2. notices concerning official Union business; and
3. notices covering social and recreational events.

D. No materials will be posted which contain profane or obscene language or which is defamatory of the County or its representatives and employees or which is critical of or condemns the methods, policies or practices of the County or which constitutes election campaign material.

ARTICLE XXV

MAINTENANCE OF BENEFITS

(This Article number is reserved for future purposes
and no substantive provisions exist under this number.)

ARTICLE XXIV

PLEDGE AGAINST DISCRIMINATION

AND COERCION

A. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, 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.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

C. 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 representative against any employee because of Union membership.

ARTICLE XXVI

RULE AGAINST SUPERVISORS WORKING

A. The County agrees with the Union that Supervisors shall not perform work for the purpose of displacing a regular unit employee except in cases of extreme emergency or within training.

ARTICLE XXVII

LAY-OFF AND RECALL

A. When it is necessary to lay off employees the Union shall be notified at once and the conditions outlined below shall be observed:

1. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classifications affected. These non-permanent employees will be given maximum notice of any reduction in force.

2. The County shall provide a minimum of forty-five (45) calendar days' notice of lay off to any permanent employee to be affected in accordance with Civil Service rules and regulations.

3. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off according to Civil Service rules and regulations.

B. Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided

according to Civil Service rules and regulations.

C. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the County with any address change while waiting for recall. This preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

D. Permanent 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.

E. 1. 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 resigned.

2. An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

3. 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.

F. An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXVIII

SUBCONTRACTING OF WORK

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 incidences of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

ARTICLE XXIX

MEMBERSHIP PACKETS

A. 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 XXX

GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Union representative with the immediate

supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Union.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Executive. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the

provisions of the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush of Pompton Lakes, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as observer at any hearing on the individual's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppages that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation and processing grievances by officially designated Union Stewards which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The accredited Union Steward shall provide reasonable notification to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. The total of such officially accredited Union Stewards shall not exceed fifteen (15) and shall be distributed throughout the County Departments.

ARTICLE XXXI

SENIORITY

A. Consistent with applicable Civil Service laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. voluntary resignation;
2. discharge for just cause; and
3. failure to return to work within ten (10)

working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The County may require substantiating proof of illness or accident);

4. continuous lay off beyond recall period for reemployment outlined in this Agreement.

ARTICLE XXXII

VACATIONS

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

1st year of employment - one (1) day per month up to September 30th of the first year;

Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

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

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

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

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

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

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

ARTICLE XXXIII

SEPARATION OF EMPLOYMENT

- A. Consistent with the applicable Civil Service rules and regulations, upon discharge the County shall pay all money including pro rata vacation pay due to the employee.
- B. Upon quitting, the County shall pay all money due to the employee including pro rata vacation pay in the next pay period following such quitting.

ARTICLE XXXIV

FUNERAL LEAVE

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

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

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

ARTICLE XXXV

PROBATIONARY EMPLOYEES

A. New permanent employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence.

B. Where a new employee being trained for a job spends less than twenty-five per cent (25%) of his time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

C. During or at the end of the probationary period, the County may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXXVI

RETIREMENT ALLOWANCE

A. Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

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 the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

ARTICLE XXXVII

SALARIES

A. Effective on the signing of this Agreement, each employee shall receive a bonus check in the amount of \$250.00. This shall not be included and/or added to an employee's annual salary. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed. This payment shall be on a one-time basis only.

B. Effective July 1, 1978, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$500.00 per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

C. Effective July 1, 1979, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$800.00 per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

D. The minimum annual salary paid to a full-time employee in this bargaining unit covered by this Agreement shall not

be less than the minimum salary established for that job title.

E. Part-time employees who as so designated on the County payroll shall receive a proportionate increase of the amounts contained in the foregoing paragraphs if they are so entitled.

F. In the case of a promotion of an employee, that employee shall be granted a salary increase of at least 5% of his current base salary or the new minimum for that title whichever is greater. This increase shall be applied only to promotions to a higher title, and specifically does not apply to any change in job title.

G. Any hazardous duty pay presently being paid to an employee shall remain the same under this contract as is presently being paid, except in the case where an employee no longer is employed in a situation where hazardous duty pay is required.

ARTICLE XXXVIII

MATERNITY LEAVE

A. Maternity leave shall be granted subject to the following:

1. Any female employee shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than one (1) year.

2. This clause shall be interpreted to fully comply with Title VII, U.S. Code of the Civil Rights Act of 1964.

ARTICLE XXXIX

UNION ACTIVITY LEAVE

A. The County agrees to provide a total of fifteen (15) days leave of absence with pay for delegates of the Union to attend Union activities per year.

B. The leave is to be used exclusively for participation in the Statewide Teamsters Convention or for other regularly scheduled meetings or conventions or labor organizations with which the Union is affiliated or for training programs for stewards 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.

ARTICLE XL

MISCELLANEOUS PROVISIONS

- A. It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A. 34:13A-1 et seq. and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.
- B. The parties agree to equally share the cost of printing a sufficient number of copies of this Agreement.
- C. It is agreed that employees now receiving 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 operation differential for the duration of this Agreement. The parties agree that for the duration of this Agreement there shall not be an expansion of shift or continuous operation differential coverage after the signing of this Agreement. Provided further there shall be no change in the past practice of paying hazardous duty pay to certain employees at the Meadowview Hospital provided those employees continue to perform such work.
- D. The benefits of this contract apply only to those employees in the employ of the County of Hudson on the date of execution of this Agreement.

E. Within sixty (60) days of the effective date of appropriate legislation, or within that same period from the date of a final decision of the New Jersey Supreme Court or the Appellate Division of the New Jersey Superior Court (provided that no appeal has been taken) which would permit the County to agree to a Union security provision such as the agency shop, the parties mutually agree to implement such Union security provision in accordance with the law.

ARTICLE XLI

LONGEVITY

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth the following longevity program which shall be:

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

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

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

4. For employees with more than twenty (20) years of service - \$800.00 per annum.

B. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

ARTICLE XLII

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective January 1, 1978 and shall continue and remain in full force and effect to and including June 30, 1980, 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, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

COUNTY OF HUDSON BOARD OF
CHOSEN FREEHOLDERS

LOCAL UNION NO. 286,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS




