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RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

595 Newark Avenue

Jersey City, New Jersey 07306

- AND -

**OPERATIVE PLASTERERS AND CEMENT MASONS
LOCAL 29**

130 Central Avenue

Jersey City, New Jersey

July 1, 1989 to June 30, 1992

Prepared By:

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INTRODUCTORY STATEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 19____, by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, located at 595 Newark Avenue, Jersey City, New Jersey ("County"), and OPERATIVE PLASTERS AND CEMENT MASONS, LOCAL 29, with its offices at 130 Central Avenue, Jersey City, 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 OPERATIVE PLASTERERS AND CEMENT MASONS, LOCAL 29 as the sole and exclusive bargaining agent 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.

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, in the form annexed hereto as Exhibit A, 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 re-entry 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(c) 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.

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, 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.

ARTICLE VI

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. A representative of the Union shall have reasonable access to the County, as in past practice, for the purpose of conferring with management, shop stewards of the Union and/or Employees, and for the purpose of administering this collective bargaining Agreement. A shop steward intending to go to a department, other than one he/she represents, shall follow the same procedure as has been practiced in the past.

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 such bulletin boards will be delivered to designated County officials by the Union, prior to the proposed posting.

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.

D. No materials will be posted which contain profane or obscene language or which are defamatory of the County, or its representatives and Employees, or which are

critical of or condemn the methods, policies or practices of the County, except as they apply to Union negotiations.

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

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 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 VII

PROBATIONARY EMPLOYEES

1. Newly hired permanent 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 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 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.

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 - \$200.00 per annum;

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

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

D. For Employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum;

E. For Employees with twenty-five (25) years of service - \$1,000.00 per annum.

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

Effective and retroactive to July 1, 1989:

The minimum salary for employees covered by this agreement shall be: \$16,377.00 per year.

The maximum salary for employees covered by this agreement shall be: \$26,500.00 per year.

Effective July 1, 1990:

The minimum salary for employees covered by this Agreement shall be: \$17,360.00 per year.

The maximum salary for Employees covered by this Agreement shall be: \$28,090.00 per year.

Effective July 1, 1991:

The minimum salary for Employees covered by this Agreement shall be: \$18,402.00 per year.

The maximum salary for Employees covered by this Agreement shall be: \$29,775.00 per year.

ARTICLE XI

HOURS

The policies and past practices of the County, with respect to hours of work, and meal and rest periods, in effect on the date of the signing of this Agreement, shall be continued for the duration of this contract.

ARTICLE XII

OVERTIME

1. The policies and past practices of the County with respect to overtime, including assignment of such time and compensation for same, in effect on the date of the signing of this Agreement, shall be continued during the term of this contract.

2. If an Employee is required to work overtime, he shall be guaranteed not less than four (4) hours work for which he shall be paid at the overtime rate.

ARTICLE XIII

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. 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.

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.

ARTICLE XIV

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	Independence Day
Lincoln's Birthday	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Election Day
Memorial 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, 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 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 work day before the holiday, and the first regularly scheduled work day 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 XV

VACATIONS

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

A. First year of employment - one (1) day per month, up to the end of the first calendar year;

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

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

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

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

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

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

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

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

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

3. Effective January 1, 1990, Employees employed by the County for greater than 25 consecutive years shall be entitled to the following vacation schedule:

25 years	-	25 days
26 "	-	26 "
27 "	-	27 "
28 "	-	28 "
29 "	-	29 "
30 years and greater	-	30 days

In all other respects vacation entitlement shall remain unchanged.

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

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

6. 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.

7. 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.

8. 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.

9. 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, except that vacation leave not used in a calendar year because of business necessity may be used during the next succeeding year only, in accordance with N.J.A.C. 4A:6-1.2(e).

10. Vacation pay shall be based upon the Employee's regular pay.

11. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least thirty (30) days in advance. An Employee may request that the County defer vacation pay.

12. 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.

13. 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 XVI

SICK LEAVE

1. 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:

A. An Employee shall be afforded sick leave on the basis of one (1) working day per month, up to the end of the first calendar year, and fifteen (15) days for each calendar year thereafter.

B. In each full calendar year thereafter, he/she shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year, and may be used on that basis as provided above.

C. 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 actively working or being compensated for vacation, personal leave or sick time.

3. Pay for any day of sick leave shall be at the Employee's regular pay.

4. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor as soon as possible before the start of

his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call.

5. Sick days not taken by an Employee in any one year shall then accumulate from year to year, without limit.

6. Employees who have been on sick leave may be required to be examined by the County's Health Service physician before being permitted to return to duty. The Employer may, after three (3) consecutive days of illness, request an Employee to bring in a doctor's certificate. The County may request a doctor's certificate under suspicious circumstances.

7. If an Employee resigns, is dismissed or is laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the County at the time of resignation, layoff or dismissal.

8. Sick Leave Bonus: Effective July 1, 1989, the following sick leave bonus program shall be implemented:

a. The sum of \$100, less payroll deductions shall be paid to each employee who uses five (5) or less sick days during the course of the preceding twelve (12) month period in the calendar year, December included, to be paid on the last regular pay day in December.

ARTICLE XVII

PERSONAL DAYS

Effective July 1, 1989, each employee in the bargaining unit shall be entitled to one (1) paid personal day provided the employee is employed by the County on the execution date of this Agreement.

Effective January 1, 1991, employees then employed by the County shall receive an additional one (1) paid personal day.

Requests for personal days shall be made in writing at least twenty-four (24) 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.

New employees hired after the execution of this Agreement shall have been in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.

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.

ARTICLE XVIII

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, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, grandparents, aunt and uncle.

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.

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 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. 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 XIX

UNPAID LEAVE

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

1. Maternity Leave. A female Employee, upon request, will be eligible for maternity leave. Maternity leave will be granted for maternity purposes, or adoption of a child, for a period not to exceed twelve (12) months.

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 or seniority, except as provided in Article XIV. 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 another position within the same classification.

ARTICLE XX
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 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. Beginning January 1, 1990, the maximum retirement leave payment shall be increased to five thousand (\$5,000.00) dollars for retirements occurring after January 1, 1990.

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

ARTICLE XXI

INSURANCE

1. The County shall provide the same insurance and health benefits to the Union as it provides in the Local 1199J Collective Bargaining Agreement.

2. 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/medical insurance during the term of this Agreement.

ARTICLE XXII

**LEAVE OF ABSENCE
DUE TO JOB-RELATED INJURY**

1. 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 the 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.

2. 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.

3. Any amount of salary or wages paid or payable to an Employee for disability leave shall be reduced by the amount of the Worker's Compensation award under the New Jersey Worker's Compensation Act for temporary disability.

ARTICLE XXIII

PENSION

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

ARTICLE XXIV

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 XXV

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 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.

5. The County expressly retains and reserves its managerial prerogative to assign, transfer, promote and otherwise move Employees to different positions and/or locations.

ARTICLE XXVI

RESIGNATION

1. An Employee who resigns shall give the County at least ten (10) 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 XXVII

DISCHARGE AND PENALTIES

1. The County shall have the right to discharge, suspend or discipline any Employee for cause.

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 within five (5) working days, but no later than ten (10) 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; however, commencing at Step 3 of the grievance machinery.

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

ARTICLE XXIX

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 ten (10) days time (except as provided in Article XXVIII), an Employee having a grievance and/or his/her shop steward 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 Shop Steward 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 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 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, Section 1.

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.

ARTICLE XXX

ARBITRATION

1. A grievance, as defined in Article XXIX, 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. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission (PERC), in effect at that time. Matters for which an appeal mechanism is prescribed by law to the Civil Service Commission shall not be submitted to arbitration.

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 1 of Article XXIX and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

ARTICLE XXXI

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 this Agreement shall continue in full force and effect.

ARTICLE XXXII

EFFECTIVE DATE AND
DURATION OF Agreement

The provision of this Agreement shall be effective July 1, 1989 and shall continue and remain in full force and effect to, and including, June 30, 1992, 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 day of , 19 .

OPERATIVE PLASTERERS AND
CEMENT MASONS, LOCAL 29

HUDSON COUNTY EXECUTIVE

By _____

By _____

EXHIBIT A

CHECK OFF CARD

CHECK-OFF AUTHORIZATION

DATE _____

TO:

I hereby apply for membership in Operative Plasterers and Cement Masons, Local 29, and designate that organization and its subordinate bodies as my representative on all matters effecting my wages, hours and other conditions of work. I hereby authorize my Employer to make deductions every pay period in the amount certified by the Union as my current dues. The monthly amount deducted shall be paid to the Operative Plasterers and Cement Masons, Local 29 no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This Application serves to revoke any/all prior application and/or authorization heretofore signed by me.

Soc. Sec. No. _____

Clock No. _____

Dept. _____

Signature

Address