

2-0134

BOOK

Hudson

Final Eyeater
Copy
0-900

THIS BOOK DOES
NOT CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

JAN 10 1975

RUTGERS UNIVERSITY

Hudson County

PREAMBLE

Agreement entered into this 18th day of April 1974, between TEAMSTERS LOCAL UNION NO. 286 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION" and the HUDSON COUNTY PARK COMMISSION, hereinafter referred to as the "COMMISSION."

The effective date of this Agreement is January 1, 1974.

The Commission and the Union agree as follows:

WHEREAS, the HUDSON COUNTY PARK COMMISSION has established a collective bargaining relationship with the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, as the collective negotiating representative of certain public employees of the County; and

WHEREAS, the HUDSON COUNTY PARK COMMISSION and the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS have conducted negotiations in good faith with respect to terms and conditions of employment and grievances of the aforementioned employees,

BE IT RESOLVED, that the attached Contract between the HUDSON COUNTY PARK COMMISSION and the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS for the period Jan. 1, 1974 to December 31, 1975, is hereby adopted and subject to Economic Stabilization Controls and the Rules and Regulations of the Pay Board as administered by the Internal Revenue Service.

ARTICLE 1

RECOGNITION

A. The Hudson County Park Commission recognizes Teamsters Local Union 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 Hudson County Park Commission in the Unit defined as; all blue and white collar employees who are employed by the Hudson County Park Commission, but excluding Professional employees, craft employees, foremen, confidential employees and supervisors within the meaning of the Act.

ARTICLE 1 A

WORKING CONDITIONS

A. The representatives of the Park Commission 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 the specific bargaining unit or for any special circumstances within the certification of employee representation by Teamsters Local 286 with the Hudson County Park Commission.

ARTICLE 11

OUT OF TITLE WORK

A. The Park Commission and the Union agree that employees 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 111

DUES CHECK-OFF

Commission

A. The Commission 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 Commission by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Sec.-Treasurer of the Union by the 15th day of the current month, after such deductions are made. In the event that the employee is not on the payroll for any reason during the week in which deductions are made; the dues shall be deducted in the next pay period and remitted to the union office within 10 days following such deduction.

B. When an employee transfers from one department or location, but remains in the same certified bargaining unit, 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 is in effect at time of injury.

In the event a dispute arises as to whether or not the injury or disease is job-related, such leave shall be granted at the Park Commission's discretion.

B. Such leave shall be given with full pay for the period of one 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 New Jersey Workmen's Compensation Act for temporary disability.

ARTICLE V

AID TO OTHER UNIONS

A. The Park Commission 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 shall be Monday through Friday of each week and the normal hours of schedule shall be 8:00 A. M. to 4:00 P. M.; with the exception of those employees assigned to work in the playground or tennis- court areas.

(B) Because of the necessity of maintaining these specific areas during the week-end, (Saturday and Sunday) the employees assigned these work areas may be scheduled other than Monday through Friday, but shall be compensated for all work performed on Saturday and Sunday at the rate of time and one half their normal hourly rate of pay; as defined in Art. XVI- Overtime.

(C) The Park Commission shall have the right to assign overtime work upon proper notification.

ARTICLE VII
MEAL PERIODS

(A) The Park Commission shall grant each employee a one-half (1/2) hour paid lunch period each day.

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 Executive Order.

B. The twelve (12) paid holidays are as follows:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Columbus Day	Election Day
Thanksgiving Day	Christmas 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.

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 paid for the unworked holiday or time off.
 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 scheduled 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 on the payroll of the County.
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 Commission, which shall not be unreasonable, a limited number of leaves of absence for a limited period, not to 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 Commission 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 Commission. 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 Commission shall be granted a leave of absence for the initial period of military service.

ARTICLE XI

JURY DUTY LEAVE

A. 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 Commission to allow verification of same.

B. 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 Commission 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 one half hour (1/2) 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 Commission as to whether the employee will be permitted to report for work.

ARTICLE XIII

MANAGEMENT RIGHTS

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

B. The Commission 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 Commission;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the Commission 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 for legitimate reasons.
5. to maintain the efficiency of the County operations entrusted to them;

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 Commission 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 Commission 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 Commission feels there is just cause for suspension and/or discharge, the Commission 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 Commission 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

OVERTIME

A. All employees shall be compensated at time and one half for all hours worked in excess of their regularly scheduled, standard workweek, as above in Article VI-A.

B. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off, at the rate of one and a half (1 1/2) hours for each hour worked.

C. For the purpose of computing overtime, all holiday hours paid for but unworked shall be counted as hours worked for overtime purposes.

D. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the Commission shall give the employees as much advance notice as possible relative to the scheduling of overtime.

E. For the purposes of this provision, each employee is expected to be available for overtime work. An employee who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once an employee is scheduled and accepts an overtime assignment, he shall be subject to all Commission rules and regulations and the appropriate provisions of this Agreement.

F. Lists reflecting the overtime call status of the employees shall be available in the functional work unit to the Union.

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 effected 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 Commission and the Union.

ARTICLE XIX

HEALTH BENEFITS AND INSURANCE

A. Effective January 1, 1974, all employees of the Commission and eligible members of their families shall be entitled to the State Hospitalization Plan, Rider J and Major Medical Program, the premiums of which shall be paid by the Commission at no cost to the employee.

B. Upon retirement the entire cost of providing hospitalization coverage as well as the premiums on the present Life Insurance Policy shall be maintained by the Commission for those employees retiring.

C. So long as an employee is absent for a valid illness, his/her premiums for hospitalization coverage shall be continued and paid for by the Commission for a period of six (6) consecutive months.

ARTICLE XX

TRANSFERS

A. Employees desiring to transfer to other locations within the park system shall submit an application in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

ARTICLE XXI

SAFETY AND HEALTH COMMITTEE

A. The Commission and the Union agree to establish jointly a Safety and Health Committee consisting of an equal number of Commission and Union representatives the number of members to be agreed upon. This Committee will advise management of all safety and health activities and will be expected to:

1. make immediate and detailed investigation of each accident to determine fundamental causes;
2. develop data to indicate accident sources and injury rates;
3. make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
4. promote safety and first-aid training for committee members and workers and participate in advertising safety and in making the safety program known to all workers;
5. conduct regularly scheduled meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

ARTICLE XXII

UNION BULLETIN BOARDS

A. The Commission 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. Material to be posted on such bulletin boards will be delivered to designated Commission 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 Commission or its representatives and employees or which is critical of or condemns the methods, policies or practices of the Commission or which constitutes election campaign material.

ARTICLE XXIII

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 Commission 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 Commission 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 Commission or by the Commission representative against any employee because of Union membership.

ARTICLE XXIV

RULE AGAINST SUPERVISORS WORKING

A. The Commission 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 procedures.

ARTICLE XXV

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 Commission 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.

ARTICLE XXVI

SUBCONTRACTING OF WORK

A. If, during the term of this Agreement, the Commission 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.

ARTICLE XXVII

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 Commission until such grievances 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 Commission. 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 Executive Secretary. 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. A request shall be made of the American Arbitration Association to submit a list of names from their panel. Both the Union and the Park Commission shall endeavor to mutually agree upon an arbiter. In the event an agreement cannot be reached, the matter shall be referred to the American Arbitration Association to appoint the impartial third party. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding upon 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 arbitration, but the costs of the arbitrator shall be borne by the Commission and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the Executive Director 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 stoppage that may disturb or interfere with the orderly operation of the Commission'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 Commission 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 six (6) and shall be distributed throughout the Commission Departments.

ARTICLE XXVIII

SENIORITY

A. Consistent with applicable Civil Services laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by the Agreement, except that an employee shall lose seniority rights only for any one 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 Commission may require substantiating proof of illness or accident);
4. continuous lay off beyond recall period for reemployment outlined in this Agreement.

ARTICLE XXIX

VACATIONS

The Commission agrees that for the duration of this Agreement it will continue its current vacation practices with regard to the number of vacation days and to the scheduling of such vacation for the members of the bargaining unit. Summer vacations shall be given according to seniority, but at the discretion of the Park Superintendents.

ARTICLE XXX

SEPARATION OF EMPLOYMENT

A. Consistent with the applicable Civil Service rules and regulations,

and discharge the Commission shall pay all money including pro rata vacation pay due the employee.

ARTICLE XXXI

FUNERAL LEAVE

A. An individual employee shall be given four (4) 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 Commission.

ARTICLE XXXII

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 XXVII

SALARIES

Effective January 1, 1974, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$400.00. Effective January 1, 1975, the annual salaries of all employees in the bargaining unit covered by this Agreement shall be increased \$400.00. 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. There shall be no other increases whether called increments or wage increases except as provided for in this Agreement.

B. Effective January 1, 1974, 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.

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

D. The Hudson County Park Commission recognizing the importance of long term employees of the Commission sets forth effective July 1, 1974, the following longevity program:

(a) for employees with more than five years of service but not more than ten years of service- \$200.00 per annum;

(b) for employees with more than ten years of service but not more than 15 years of service- \$400.00 per annum;

(c) for employees with more than 15 years of service but not more than 20 years of service- \$600.00 per annum;

(d) for employees with more than 20 years of service- \$800.00 per annum.

Fifty percent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriate employee's annual salary rate (e. e. \$100.00, \$200.00, \$300.00, and \$400.00 per annum for the appropriate years of service); the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate.

Effective July 1, 1975, the longevity program in full shall be implemented. 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 XXXIV

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective January 1, 1974, and shall continue and remain in full force and effect to and including December 31, 1975, 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.

ARTICLE XXXV

INTENT OF PARTIES

It is the intention of both parties hereto that this agreement shall effectuate the policies and full-fill the requirements of (N. J. S. A. 34: 13-A-1 et seq) and shall be construed to be in harmony with the rules and regulations of the N. J. Civil Service Commission.

HUDSON COUNTY PARK COMMISSION

LOCAL UNION NO. 286 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Dominick J. Forte
PRES.

William R. Wilson
Exec. SECRETARY

John J. Duna
Robert G. Shea