

A G R E E M E N T

between

COUNTY OF HUDSON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B, AFL-CIO

July 1, 2001 through June 30, 2006

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ARTICLE I – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Employees within the classifications as follows:

Chief Engineers, Assistant Chief Engineers, Engineers, Refrigeration Engineers, Firemen, Firemen Helpers, Welders, Pump Room Attendants,

but excluding:

Managerial Executives, Non-Craft Employees, Policemen, Professional Employees, Clerical Employees and Supervisors as defined in Chapter 303, Public Laws of 1968 of New Jersey, and all others.

ARTICLE II - CHECK-OFF

2.1 The Employer agrees to deduct 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 aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization for check-off must be received in writing by the Employer and Union, and filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

2.3 The County shall deduct Union initiation fees from the pay of Employees in the same manner, and subject to the same authorization requirements, as are monthly membership dues.

2.4 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 the deductions provided for in this Article.

ARTICLE III - UNION SECURITY

3.1 Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each Employee who is not a member of the Union.

3.2 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.

3.3 The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

3.4 The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of such deductions.

3.5 The Employer 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.

3.6 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 said deductions.

ARTICLE IV – HOLIDAYS

4.1 The thirteen (13) paid holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Election Day
- Thanksgiving Day
- Christmas Day

4.2 If the County by resolution declares a holiday, said holiday shall be granted to Employees covered by this Agreement.

4.3 If a holiday is granted by an intra-County memorandum, or a notice of a holiday is transmitted by telephone because of lack of time to prepare a memorandum, said holiday shall be granted to Employees covered by this Agreement.

4.4 When a member of the bargaining unit is scheduled to work on a holiday, said member shall receive eight (8) hours' pay for the day worked, and shall also receive time and one-half (1-1/2) for the hours actually worked on said holiday.

4.5 When an employee is off duty on a paid holiday, his pay for the holiday shall be

included in his regular biweekly paycheck in the same manner as a regular day worked.

4.6 In the event a paid holiday falls on a day in which an Employee is otherwise not scheduled to work, the Employee shall be scheduled a day off in lieu of the holiday at a time convenient to the County in its sole discretion. In the event the County fails to so schedule a day off in lieu of the holiday, the Employee shall be paid for the holiday at the close of the calendar year. There shall be no carryover of such days scheduled in lieu of holidays to a succeeding year.

4.7 When a member of the bargaining unit is scheduled off on a holiday and is called into work on the holiday, said member shall receive eight (8) hours' pay for the day worked, and shall also receive double time pay (2x) for the hours actually worked or credited to the member as "call-in" time under Article IX, whichever is greater.

4.8 When a member of the bargaining unit is scheduled to work on a holiday and said member is required to work an additional eight (8) hour shift on said scheduled holiday for a second eight (8) hour shift, said member shall receive double time (2x) for any and all hours worked on the second eight (8) hour shift.

ARTICLE V – SICK LEAVE

5.1 Amount of Sick Leave

A. New County employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half working day if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.

B. After the first calendar year of service, employees shall receive 15 working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

C. Employees who regularly work 20 hours or more and less than 35 hours per week shall be entitled to a proportionate amount of paid sick leave. For example, employees who regularly work 25 hours per week are entitled to 9.5 sick days per full year worked.

D. An employee continues earning sick leave from the day of hire and as long as the employee actually works or is compensated for vacation, personal leave or sick days. Employees do not earn paid sick days while on a leave of absence without pay or suspension.

E. Sick leave shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

F. An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Employees who have exhausted their sick leave will be docked for any additional days absent in that calendar year.

G. Unused sick leave shall accumulate from year to year without limit.

H. Employees who leave the County for any reason other than retirement will not be paid for unused sick days.

5.2 Authorized Uses

A. Sick leave may be used by employees who are unable to work because of:

1. Personal injury or illness not related to County employment;
2. Exposure to contagious disease not related to County employment;
3. Care, for a reasonable period of time, for a seriously ill member of the

employee's immediate family ("Immediate family" means an employee's spouse, child, legal ward,

grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household); or

4. Death in the employee's immediate family, for a reasonable period of time.

5. By a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job.

B. Sick leave may not be used for any purpose other than those outlined in Section 5.2A of this Article.

5.3 Maternity/Paternity Needs

Employees may use accrued sick leave in cases of the birth of their children. Verification of the need for the sick leave may be required.

5.4 Doctor's Notes

In all instances, employees claiming entitlement to sick leave may be required to submit a doctor's note. The note must explicitly excuse the employee from work on each day absent. Notes that merely indicate that the employee had a doctor's visit are not acceptable. Doctor's notes may be required regardless of the number of days absent. This is true even if the employee is

attending to a seriously ill immediate family member. In that situation, the employee may be required to supply a note from the immediate family member's doctor indicating the degree of illness and the need for the employee's absence from work each day the employee was absent. Failure to submit required doctor's notes prior to the start of the next scheduled work day may result in denial of paid sick leave and may also result in discipline up to and including discharge.

5.5 Sick Leave Abuse

Abuse of sick leave or chronic or excessive absenteeism may result in discipline up to and including discharge. Abuse includes using sick leave when the employee is not ill. Examples of chronic or excessive absenteeism include situations where employees routinely use more than the amount of sick leave earned in a calendar year or where a pattern of absences is established.

5.6 Unearned Sick Leave

Annual sick leave is granted at the beginning of each calendar year in anticipation of continued employment. The annual sick leave entitlement of an employee whose employment terminates for any reason during the course of a calendar year shall be pro-rated accordingly. If the employee utilized more sick leave prior to termination of employment than his or her pro-rated entitlement, the amount of excess sick leave utilized shall be deducted from the employee's last paycheck or otherwise be reimbursed to the County.

5.7 Sick Leave Call-in Procedure

A. An employee on a rotating shift or who is assigned to work in a continuous work location who is absent due to illness or injury must notify a supervisor at least 60 minutes prior to the start of the employee's regularly-scheduled work day.

B. An employee on a non-rotating shift or in a non-continuous operation work location who is absent due to illness or injury must notify his/her supervisor no later than 15 minutes after the start of the employee's regularly-scheduled work day.

C. Employees who fail to timely notify the appropriate supervisor will be denied sick leave and are subject to discipline.

D. The only exception to this call-in procedure is when an employee establishes

that he or she could not call-in because of unusual or emergent circumstances.

5.8 Return to Duty Examination

Employees who have been on sick leave may be required to be examined by the County's Health Services physician, or to bring in a certificate from the employee's own physician, in the County's discretion, before being permitted to return to work. The County may exercise its authority under this Section solely for the purpose of determining whether the employee is able to perform job-related functions without posing a direct threat to the health or safety of the employee or of other individuals in the workplace.

**ARTICLE VI - MILITARY LEAVE,
FUNERAL LEAVE AND PERSONAL DAYS**

6.1 Military leave will be provided in accordance with state and federal laws.

6.2 Any Employee called into the Armed Forces of the United States during a national emergency, or drafted, shall be given all the protection of applicable laws, and leaves of absence shall be granted.

6.3 An individual Employee shall be given three (3) days with pay as funeral leave for a death in the Employee's immediate family. Funeral leave shall be defined as leave granted for the sole and exclusive purpose of allowing the Employee to attend formal memorial services for the deceased member of the immediate family. The County reserves the right to obtain verification of any such attendance from the Employee.

6.4 An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchild, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparent.

6.5 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.

6.6 Personal Days: Each Employee in all titles in this bargaining unit shall be entitled to two (2) paid personal days. Effective July 1, 1997, employees with more than five (5) years continuous service will receive a third personal day. Personal days are earned on a pro-rated basis.

Requests for personal days shall be made in writing at least seven (7) days in advance and approved in advance of the requested date by the Employee's immediate supervisor. Personal days may be granted, in the County's discretion, on shorter notice in the event of an emergency.

New Employees must be employed by the County for six (6) full months before being entitled to paid personal days. Personal days must be used within the 12 calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

ARTICLE VII - JURY DUTY

7.1 Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.

7.2 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.

7.3 If an Employee reports for jury duty and is excused that day, the Employee shall be required to report back to 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 the work shift.

7.4 An employee who has served on jury duty during the day and is scheduled to report to work that evening or night may utilize a personal day under Section 6.6 of this Agreement to be excused from duty that evening or night. An employee who intends to utilize a personal day for this purpose shall so notify his supervisor at least two hours prior to the start of his scheduled shift.

ARTICLE VIII - MISCELLANEOUS LEAVES OF ABSENCE

8.1 A maximum of one (1) Employee to be selected by the Union shall be entitled to time off for attendance at Union conventions. The amount of time off for all such Employees shall not exceed a total of five (5) work days each.

ARTICLE IX - CALL IN TIME

9.1 Any member of the bargaining unit who is called into work, in an emergency, shall be guaranteed not less than four (4) hours call in pay at time and one-half (1-½). If said member of the bargaining unit works to a fifth (5th) hour, he shall receive time and one-half (1-½) for eight (8) hours.

ARTICLE X – VACATIONS

10.1 Employees shall be granted the vacation schedule below:

First year of employment - one (1) day per month up until the end of the first calendar 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 twenty-fourth calendar year, twenty (20) working days..

Beginning the twenty-fifth calendar year, twenty-five (25) working days;

Beginning the twenty-sixth calendar year, twenty-six (26) working days;

Beginning the twenty-seventh calendar year, twenty-seven (27) working days;

Beginning the twenty-eighth calendar year, twenty-eight (28) working days;

Beginning the twenty-ninth calendar year, twenty-nine (29) working days; and

Beginning the thirtieth calendar year, thirty (30) working days;

10.2 After an Employee's vacation schedule has been approved by supervision, it shall not be changed except in the case of a verified extreme emergency. A vacation schedule may be changed by mutual agreement.

10.3 An Employee shall receive a copy of his vacation schedule after it has been approved.

10.4 Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. Vacation leave

carried over into the next succeeding year may be utilized at any time during the carryover year. However, the County may, in its sole and exclusive discretion, which may be exercised on a case-by-case basis, buy back any carried-over vacation leave that the employee has not utilized by October 1st of the carryover year.

ARTICLE XI – DISCIPLINE

11.1 Disciplinary action may be imposed upon any Employee only for just cause. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular Grievance Procedure.

11.2 Whenever practicable, if the Employer has reason to reprimand an Employee, it shall be done in a manner that will not unduly embarrass the Employee before other Employees or the public.

11.3. A. The County shall have the right to terminate, in its sole discretion, any Employee who has provisional, seasonal or temporary status in his/her position, and who has served in a position represented by the Union for not more than 90 days. Such termination shall not be subject to review under the grievance and arbitration procedures contained in this Agreement.

B. If the County promotes a bargaining unit Employee to a higher-level bargaining unit position on a provisional, seasonal, or temporary basis, the first ninety days in which the Employee serves in the new position shall be considered a probationary period. The County shall have the right to demote the Employee to his original position during this probationary period provided the County first notifies the Union and affords the Union the opportunity to meet and confer on the matter. Such meeting shall occur within five working days of the date the Union is notified, unless the parties agree to a later date. If the Union disputes the demotion, the matter shall be referred directly to Step Three of the contractual grievance procedure. The Step Three

determination shall be final.

C. An Employee who successfully completes a promotional probationary period under Section B, is returned to his original position upon the issuance of a Civil Service certification, and is again provisionally promoted to the same position shall not be required to repeat the probationary period.

ARTICLE XII - RETIREMENT ALLOWANCE

12.1 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 (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 five thousand (\$5,000.00) dollars.

12.2 Effective July 01, 2002, the County shall establish a retirement leave payment. The retirement leave payment for an Employee shall be calculated at the rate of (1) day's pay for each two (2) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one Employee shall not exceed five thousand (\$10,000.00) dollars.

12.3 If the current budget does not permit immediate payment upon retirement, then such payment may be made after December 11, 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.

12.4 If an Employee who meets the eligibility requirements for retirement dies while in the employ of the County, the County shall pay the Employee's retirement allowance to the Employee's estate.

ARTICLE XIII – SENIORITY

13.1 Wherever practicable, seniority shall prevail in connection with vacation schedules and holiday assignments.

13.2 Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

ARTICLE XIV - MANAGEMENT RIGHTS

14.1 Nothing herein shall alter or deprive any Employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

14.2 The Employer hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge Employees for just cause.

14.3 The County, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve Employees from duty because of lack of work or other legitimate reasons, to maintain the efficiency of the operations entrusted to it, and to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions may be necessary to carry out the mission of the County in any situation.

14.4 The Employer hereby retains the right to subcontract all work, or any portion of the work, unilaterally, but the County will discuss subcontracting with the Union prior to implementing any permanent changes in operating engineer staffing in County facilities where bargaining unit members currently are assigned.

ARTICLE XV - POLICY ON DISCRIMINATION

15.1 The provisions of this Agreement shall be applied equally to all Employees, with no discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation, or political affiliation.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 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.

16.2 A grievance to be considered in this procedure must be initiated by the Employee within fifteen (15) working days from the time the Employee knew or should have known of its occurrence.

16.3 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.

16.4 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 Employer 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 Employer. 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 Director of Personnel. A written answer to such grievance shall be served upon the individual and the Grievance Committee seven (7) calendar days after submission.

STEP FOUR

If the grievance is not settled at Step Three, then the Union shall have the right to submit such grievance to arbitration within ten (10) working days of the Step Three determination. An arbitrator shall be selected in accordance with the rules of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties and upon the grievant. The arbitrator shall not have the authority to add to, subtract from or modify this Agreement in any way. Each party shall bear its own costs of the arbitration except for the cost of the arbitrator, whose fee shall be borne by the Union and the County equally.

The Union President, or his authorized representative, may report an impending

grievance to the Director of Personnel in an effort to forestall its occurrence.

16.5 Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the County's operations.

16.6 Nothing herein shall prevent any Employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance, and provided further that only the County or the Union may submit a grievance to arbitration.

ARTICLE XVII – SALARIES

17.1 Annual base salaries, with the exception of starting salary, shall be increased as follows:

Wages:

- 3.00% - effective July 1, 2001
- 3.00% - effective July 1, 2002
- 3.00% - effective July 1, 2003.
- 3.50% - effective July 1, 2004
- 3.50% - effective July 1, 2005

17.2 **Minimum Salaries:** Minimum salaries will be increased by the percentages noted in paragraph 1 on July 1, 2001, July 1, 2003 and July 1, 2005. Minimum salaries will remain at their previous levels on July 1, 2002 and July 1, 2004.

The County shall have the right to hire new employees above the minimum salary for the title in question. However, should the County exercise this right, the salary for every employee in that specific job title will be increased to the level of the salary paid by the County to the new employee.

17.3 Salaries for current employees and newly-hired employees shall be paid biweekly on a two-week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of the pay period. Subject to adjustment due to unpaid absences, biweekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current

calendar year.

17.4 Employees will receive a 5% differential added to their base annual salaries upon their having received permission to attend an Asbestos Handler/Supervisor course and having successfully completed said course. Employees will continue to receive the 5% differential only so long as they agree to perform work consistent with their certification.

17.5 Effective July 1, 2001, the County will pay a differential of \$375 per year to any employee regularly assigned to an afternoon/evening, night, rotating or relief shift, i.e., any shift other than a steady day shift. The \$375.00 shift differential is increased as follows:

\$50.00 - Effective July 1, 2004
\$50.00 - Effective July 1, 2005

Employees assigned to steady day shifts shall not be entitled to this shift rotation differential. Any employee who is permanently reassigned from a differential-eligible shift assignment to an ineligible shift assignment, or vice versa, during the course of a contract year (July 1-June 30) shall receive a pro-rated stipend. The stipend shall be pro-rated based upon the contract year (July 1 - June 30).

17.6 Direct deposit of paychecks into employee bank accounts is available to employees who authorize such a deposit. Employees, including employees who do not authorize direct deposit, are not entitled to receive advance vacation pay or early release of paychecks prior to normal paycheck distribution every other Friday.

17.7 In consideration for additional administrative responsibilities, the bargaining unit employee

assigned as the lead person in the Public Safety Building will receive a differential of \$1500 added to the base annual salary..

ARTICLE XVIII - UNION REPRESENTATIVES

18.1 The Employer shall recognize and deal with those Union Representatives and Grievance Committee members designated by the Union through its internal processes in each department and division of employment. The said Grievance Committee shall not exceed three (3) members.

ARTICLE XIX - BULLETIN BOARDS

19.1 Bulletin board space shall be allowed as available by the Employer at the various work locations for the exclusive use of Union posting, Union announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional bulletin boards at any location, such expense shall be borne exclusively by the Union.

ARTICLE XX - HEALTH BENEFITS AND INSURANCE

20.1 The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 2006, and thereafter unless the County and the Union mutually agree to any change.

20.2 Effective May 13, 1993, the co-payment for prescription drug coverage will be \$5.00 for non-generic drugs and \$1.00 for generic drugs.

20.3 A. The County shall continue the basic County dental program, which shall be provided for the Employee, spouse and dependent children.

B. The County will provide a full-family basic dental program at the level of the Delta Dental Plan. Employees may select upgraded dental insurance through a pre-taxed payroll deduction.

20.4 The County life insurance program will continue at a benefit level of \$5,000.00.

20.5 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.

20.6 The County shall pay the cost of medical insurance coverage as defined in Section 20.1, above, for Employees who retire with at least 25 years of credited service in a state or locally administered retirement system, excepting Employees who elect deferred retirement, but

including Employees who retire on a disability pension based on fewer years of service.

20.7 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 collective bargaining agreement.

20.8 Periodically, the State Health Benefits Program (SHBP) may change benefits and/or benefit levels. The County has no input into or control over any such changes. However, as a participating SHB employer, the County is governed by any such changes. Accordingly, when SHBP changes a benefit/benefits level, the benefit and/or benefit level in this agreement will be adjusted to reflect the change. The County will not be liable for any such change or the impact of any such change. In addition, no grievance or complaint against the County challenging any such change can be processed under the grievance procedures of this agreement or in any court of law or administrative agency. This provision does not preclude the Union, an individual employee or the County from filing an appropriate challenge against SHBP for any such change. The County will provide notification of any such changes to the Union and employees.

ARTICLE XXI - GENERAL PROVISIONS

21.1 Should any portion 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.

21.2 The representatives of the Employer and the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

21.3 The Chief Engineer shall not stand a watch except in the case of an emergency.

21.4 The length of the break-in period for new Employees shall be left to the discretion of the Chief Engineer.

21.5 The members of the Bargaining Unit of Local 68 shall be as follows:

Paid one (1) hour lunch in addition to their 40-hour week for a total of 45 hours' pay for 40 hours of work each week.

Chief	-	Rate x 5 hours
		per week = Total
		Total + Week's Pay
Assistant Chief Engineer	-	Rate x 5 hours per week = Total
		Total + Week's Pay

Engineer & Welder	-	Rate x 5 hours per week = Total Total + Week's Pay
Fireman	-	Rate x 5 hours per week = Total Total + Week's Pay
Pump Room	-	Rate x 5 hours per week = Total Total + Week's Pay

The lunch hour shall be included in base salary for all purposes including overtime.

Pension shall be continued on this payment.

21.6 The County shall provide an annual license stipend of \$625 per year in accordance with the agreed upon practice. The annual license stipend shall be increased by \$50.00 to \$675 per year effective July 1, 2001. The license stipend shall be paid to each member of the unit on or about December 1 of each year. The annual license stipend shall be increased as follows:

License Stipend Increase

\$50.00 Effective July 1, 2003

\$50.00 Effective July 1, 2005

21.7 The County shall create a multiple-union safety and health committee consisting of representatives of all non-uniformed bargaining units. Local 68 agrees to participate on this committee.

ARTICLE XXII – HOURS OF WORK AND OVERTIME

22.1 The regular work week for employees will be 40 hours per week.

The current work schedules are:

**Administration Power House & Pump Room
Hudson Co Correctional Center Power House
Public Safety Bldg (Duncan Ave) Boiler Room**

1st Shift	7:00 a.m. – 3:00 p.m.
2nd Shift	3:00 p.m. – 11:00 p.m.
3rd Shift	11:00 p.m. – 7:00 a.m.

Meadowview Power House & Pump Room

1st Shift	5:30 a.m. - 1:30 p.m.
2nd Shift	1:30 p.m. - 9:30 p.m.
3rd Shift	9:30 p.m. - 5:30 a.m.

These work schedules are subject to change at the employer's sole discretion.

22.2 An employee will be eligible for overtime pay for hours worked in excess of 40 hours per week. The overtime rate of pay is one and one-half (1-1/2) times the employee's regular hourly rate. Any overtime must be approved in advance by the employee's supervisor.

ARTICLE XXIII – LONGEVITY

23.1 The County of Hudson, recognizing the importance of long-term Employees of the County of Hudson, sets forth the following longevity program.

23.2 For Employees with more than five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum.

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

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

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

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

23.7 Longevity is increased as follows:

<u>Paragraph #</u>	<u>01/01/2002</u>	<u>01/01/2005</u>
23.2	\$100.00	\$100.00
23.3	\$100.00	\$100.00
23.4	\$100.00	\$100.00
23.5	\$100.00	\$100.00
23.6	\$100.00	\$100.00

23.8 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 XXIV – UNIFORMS

24.1 The County agrees to continue supplying uniforms to all Employees who are members of the Operating Engineers, Local 68, 68A, 68B, and are now receiving them from the County.

24.2 Effective July 1st of each year of contract, all employees who are members of the Operating Engineers, Local 68, 68A and 68B are entitled to a work shoe stipend of \$100.00.

ARTICLE XXV - FULLY-BARGAINED PROVISIONS

25.1 This Agreement represents the entire agreement of the parties. Any and all proposals and counterproposals not contained herein are deemed withdrawn and void. No other agreement between the parties shall be enforceable.

25.2 The terms of this Agreement shall apply only to those Employees on the payroll as of July 3, 2001 and to those Employees who retired or were on a medical leave of absence retroactive to June 30, 2001. Employees who were terminated for cause or resigned in-good or not-in-good standing between June 30, 2001 and July 3, 2001 shall not be entitled to benefits hereunder.

25.3 Except as noted, all provisions are effective July 1, 2001.

ARTICLE XXVI - DURATION OF AGREEMENT

26.1 This Agreement shall become effective July 1, 2001, and the termination date shall be June 30, 2006. This Agreement may be extended by mutual agreement of the parties, if expressed in writing.

For the County:

Robert C. Janiszewski

County Executive

For the Union:

Business Manager, Vincent J.
Giblin

President, Thomas P. Giblin

Recording Secretary, Stephen McGuire

ATTEST:

, Clerk
BOARD OF CHOSEN FREEHOLDERS

Michael Gann
Business Representative