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BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

COPY OF RESOLUTION

No. 188-5-1983
LIBRARY
Institute of Management and
Labor Relations

On motion of Freeholder Massey
Seconded by Freeholder DiVincent

COLLECTIVE
BARGAINING
AGREEMENT -
DISTRICT
1199J,
HOSPITAL &
HEALTH CARE
EMPLOYEES

JUL 11 1983

RUTGERS UNIVERSITY

WHEREAS, County Executive Edward F. Clark, Jr.,
has negotiated a Collective Bargaining Agreement
with District 1199J, National Union of Hospital and
Health Care Employees, RWDSU, AFL-CIO, for the
period July 1, 1982 to December 31, 1984.

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

1. The aforesaid Agreement which is reflected in a memorandum and Fact-Finder's report which are now on file in the Office of the Clerk to this Board is hereby approved and ratified.
2. This Resolution shall take effect immediately.

Hudson County Board of Chosen Freeholders
and
District 1199J, National Union of
Health Care Employees, RWDSU

XX Memorandum of Agreement
X July 1, 1982 - Dec. 31, 1984

I, DANIEL T. SANSONE, Clerk of the Board of Chosen Freeholders of the County
of Hudson in the State of New Jersey, DO HEREBY CERTIFY the attached resolution to be a true
copy of a resolution passed at a meeting of said Board held on May 26, 1983

Daniel T. Sansone
Clerk

Summary of Recommendations

1. The agreement should contain a rule against supervisors doing bargaining unit work such as that contained in Article XXVI of the prior agreement.
2. The contract should contain the following:

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 agreement should contain an agency shop provision similar to that contained in Article XLII of the prior agreement.
4. The Union withdrew its proposal to expand the pledge against discrimination.
5. It is recommended that the probationary period for new employees be reduced from 120 days to three months.
6. It is recommended that the parties develop language on seniority consistent with Civil Service Commission practice. It is also recommended that the County use seniority as the basis of lay-off and recall decisions for provisional employees. Further, it is recommended that there be no contractual provision regarding transfers.
7. The Union withdrew its proposal regarding longevity so there will be no change in this area.

8. Overtime should be paid after 40 hours of work in a week and, for 35-hour per week employees, should be calculated on this basis of their normal hourly rate (annual salary divided by 52 weeks times 35 hours or 1820). The contract should contain a listing of job titles and the work weeks for each title. The prior language of Article VII regarding meal periods should be continued. The agreement should specify, based upon existing practice, the frequency and length of breaks or rest periods, subject to a qualification regarding emergency or unusual conditions. Also, the agreement should provide for clean-up periods in accordance with County policies and past practices similar to the provisions of Article XV of the prior agreement.

9. It is recommended, to the extent possible, that the County continue its present practice of giving employees on continuous operations every other weekend off. It is to be understood that staffing levels are subject to determination by the County and that changes in staffing levels could compel a change in the weekend scheduling arrangements.

10. It is not recommended that employees who work double shifts on consecutive days be given a compensatory day off. It is recommended that employees who work longer than a double shift receive double time from the beginning of the third straight shift until the employee clocks out.

11. I do not recommend either an increase in the second shift

differential to 10% nor language guaranteeing that an employee in continuous operations be guaranteed his or her shift assignment.

12. It is not recommended that either additional holidays or personal days be added nor is it recommended that employees who work on holidays receive time and one half. It is recommended that, within the framework of the County's staffing needs and levels, holidays be matched and evenly distributed among employees.

13. No change in the vacation schedule is recommended. It is recommended that the County give vacation pay in advance when the vacation has been requested at least 30 days in advance of the scheduled vacation and when the vacation is to be for one week or longer. It is also recommended that the County act promptly upon vacation requests and, unless there is good cause, within 30 days of the request. It is recommended that employees be permitted to carry over at their option up to one year of earned vacation into the next year.

14. The Union's sick leave proposal whereby the difference between regular pay and disability would be given to the employee from earned sick leave is rejected.

15. No change is recommended in either the number of funeral leave days nor in the definition of immediate family. It is recommended that the contract be changed to reflect the current practice whereby employees are permitted to keep whatever jury pay they receive while on jury duty.

16. It is recommended that the parties work out language on unpaid leaves using Article X of the prior agreement as a starting point and, if necessary, an ending point.

17. Past Practices.

- a. Emergency vacations. It is recommended that the parties add a sentence to the article on vacations permitting employees to use accrued vacation time to take emergency vacations when the employee and supervisor agree that this is necessary.
- b. Free lunch. It is not recommended that the contract guarantee a free lunch for all employees in continuous operations.
- c. Flu shots. It is not recommended that the contract contain a requirement that the County provide flu shots to all employees.
- d. Annual physicals. It is not recommended that the contract contain a requirement that the County provide annual physicals to all employees required by law to receive such physicals.
- e. Check cashing. It is not recommended that the contract require the County to provide check-cashing facilities for day shift employees at Meadowview Hospital.
- f. Check cashing. It is not recommended that the contract authorize employees to take extra time on their lunch hours if necessary to cash checks.
- g. Family emergency. It is recommended that an employee be permitted to leave work in the event of a family emergency with notice to and approval of the employee's supervisor.

h. Sickness. It is recommended that when an employee who has worked at least four hours becomes ill and must, in the judgment of the employee and the supervisor, go home, then the employee should be paid for the entire day.

i. Holidays. It is not recommended that the contract specify that Park employees are not required to work on Christmas and Thanksgiving.

18. It is not recommended that the County establish a terminal leave plan nor that it improve its existing plan for partial payment of unused sick leave upon retirement.

19. It is not recommended that the Union's proposals for expanded insurance coverage or benefits be accepted.

20. I do not recommend acceptance of the Union's job-related injury proposal.

21. The Union's proposal for the establishment of a joint committee to gather the facts regarding pensions for County employees and especially for the 230 employees who have no pension coverage at all should be accepted.

22. I do not recommend acceptance of the Union's proposal for the establishment of a \$100,000 educational fund.

23. It is recommended that the language of the prior agreement, Article XIX, Uniforms, be carried over into the new agreement. I do not recommend that the County provide foul weather gear to those employees who are required to be out in foul weather.

24. It is recommended that the parties develop language on sub-contracting which is consistent with the New Jersey Supreme Court decision on that subject.

25. It is recommended that the County provide notice to the Union of any discharge of a unit employee within 48 hours of the discharge, exclusive of Saturdays, Sundays and holidays.

26. The parties should complete the process of selecting a panel of arbitrators to serve under the contract.

27. It is not recommended that the separability provision of the contract contain any reference to seniority for provisional employees.

28. The issue of the duration of the agreement will be addressed in the wage increase recommendation.

29. It is recommended that the County send a letter to the Union assuring the Union that, except for participation in such things as school-sponsored programs, it will adhere to the contractual rates in paying any and all employees.

30. It is recommended that any dispute which the parties have regarding the composition of the bargaining unit be submitted to the Public Employment Relations Commission.

31. It is recommended that the parties participate in the State Disability Plan effective July 1, 1983 or as soon thereafter as possible.

32. It is recommended that, hereafter, the County pay employees at the higher rate of pay when they are assigned to perform out of title work for more than five days in a calendar year.

It is recommended that the wage increase granted to employees be

applied in an across-the-board fashion with each employee receiving the same dollar increase.

It is recommended that the parties agree to a two-year contract retroactive to July 1, 1982 and ending June 30, 1984 with a salary increase for each employee of \$750 effective July 1, 1982 and a salary increase for each employee of \$800 effective July 1, 1983.

Items not specified herein are not recommended and it is recommended that all other items remain unchanged from the prior agreement.

Jeffrey B. Tener

Jeffrey B. Tener
fact-Finder

Dated: May 6, 1983
New Brunswick, New Jersey

State of New Jersey)
County of Middlesex) ss.:

On this 6th day of May, 1983, before me personally came and appeared JEFFREY B. TENER to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Dorothy Friedman
DOROTHY FRIEDMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 19, 1987

MEMORANDUM OF AGREEMENT

The County of Hudson and District
 11995, National Union of Hospital and Health
 Care Employees, RWDSU, AFL-CIO Agree
 this 18th day of May, 1983 to the
 following settlement of their collective
 negotiations:

1. The agreement shall be in effect from
 July 1, 1982 to December 31, 1984.

2. The parties agree to accept the Fact-
 Finder's recommendations with respect to all
 items not inconsistent with the terms of
 this Memorandum.

3. The parties agree that each employee's
 salary shall be increased as follows:

- a. July 1, 1982 - \$ 850.00
- b. July 1, 1983 - \$ 800.00
- c. July 1, 1984 - \$ 850.00

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d. The parties agree that new employees shall receive \$500.00 less than the appropriate starting salary during the first six (6) months of employment.

4. The parties agree that any and all information regarding this agreement shall be provided by the P.E.R.C. mediator, Robert M. Glasson. The parties further agree to refer disagreements with respect to contract language to mediator Glasson for a final and binding determination.

County of Hudson DISTRICT 1199J
[Handwritten signatures]