

A G R E E M E N T

Between

Union, County, et al

THE COUNTY OF UNION

and

LOCALS 68 - 68A - 68B AFFILIATED WITH
INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO

EFFECTIVE: ~~X~~ January 1, 1987 through December 31, 1989

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PREAMBLE

THIS AGREEMENT made this 28th day of April, 1987, between THE COUNTY OF UNION (hereinafter called the "Employer"), and LOCALS 68 - 68A - 68B affiliated with INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (hereinafter called the "Union");

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and all other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the County recognized as being represented by the Union as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, AFL-CIO, as the exclusive representative for all its Stationary Engineers, Plumber-Steamfitters and Plumber-Steamfitter Assistant Foreman, where those classifications of employees currently under the jurisdiction of Local 68 Operating Engineers are presently employed or are assigned to work in the future at the Employer's facilities in Union County, New Jersey, but excluding Plumbers and/or Maintenance Repairer Plumbers employed in the Department of Public Works, Division of Park Maintenance.

ARTICLE 2

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

Section 2.

Whenever the term "Employer," "Department Head," or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Board of Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union.

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the

Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

(a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.

(b) The right to hire employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board of Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other

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designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state law or regulations as they pertain to County Manager form of government.

ARTICLE 3

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Employer or the Union.

Section 3.

Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings will be excused from their work assignments without compensation by the Employer, provided their absence would not seriously interfere with the operation of the Employer.

ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

Section 1.

An employee who wishes to have the Employer deduct the amount of monthly Union membership dues from his pay for transmittal to the Union shall authorize such deduction in writing to his department head who shall deliver it immediately to the Payroll Department.

Section 2.

The amount of monthly Union membership dues will be certified by the President or an international representative of the Union in writing to the Employer and the amount so certified will be uniform for all members of the Union. A certification which changes the amount of dues shall become effective on the first day of the calendar month following a thirty (30) day period after such certification is received by the Employer.

Section 3.

One (1) deduction in respect to the current month's dues will be made monthly, provided the authorization is received in Payroll Department not less than three (3) weeks in advance of the scheduled pay date, and provided there is sufficient pay available to cover the same for fifty (50%) percent of the amount authorized after all deductions required by law or authorized by the employee have been made. Deductions will not be made in respect to any prior monthly dues, except when the Employer, through error or oversight, fails to make the deduction in any monthly period.

Section 4.

(a) Effective the first of the month following thirty (30) days after the signing of this contract, if an employee does not become a member of the Union, the Union shall furnish the name of such person to the County requesting that the employee, through payroll deductions, pay a representative fee in lieu of dues for services rendered by the Union.

(b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessment.

(c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union, which shall be in accordance with appropriate statutory provisions and Court Decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rate share, subject to refund, shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective

negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

(d) Any person who becomes an employee after the signing of this Agreement shall on the first of the month after thirty (30) days of employment be charged one-twelfth (1/12th) of the representation fee for each month of the balance of the year of his first year of employment.

(e) The mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(f) Effective the first of the month following thirty (30) days after the signing of this Agreement, the Union will notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the County at least a sixty (60) day notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.

(g) The Union shall indemnify, defend and save the County of Union harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the Union or its representatives.

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Section 5.

The Union dues or representation fees deducted from an employee's pay will be transmitted to the Union by check as soon as practicable after the first period in which the deductions were made and will be accompanied by a list showing the names of the employees from whose pay:

- (a) Regular deductions have been made;
- (b) Deduction has been made for a prior monthly period.
- (c) No deduction has been made because of insufficient earnings in pay period.

Section 6.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transferred out of the bargaining unit, or is removed from the payroll of the Employer, or goes on a leave of absence without pay for more than one (1) month, and there shall be no obligation on the part of the Employer to continue dues deductions in effect in the absence of an applicable collective bargaining agreement.

Section 7.

If an employee, in accordance with the Statute in such case made and provided, terminates his Union membership, the representative fee, as hereinabove provided for, shall be paid over thereafter to the Union provided, however, if the said employee desires to reinstate his Union membership upon such authorization being given to the County, the dues deduction shall thereafter be made in accordance with the provisions hereinabove provided.

Section 8.

In addition to the indemnification provided for under the Agency Shop provisions, hereinabove set forth, the Union further agrees that it will indemnify and save harmless the County against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union pursuant to the terms of this Article.

ARTICLE 5

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6

NO STRIKES OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppage or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employees participating in a violation of the provisions of this Article.

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Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 7

CONDUCTING UNION BUSINESS DURING WORKING HOURS

Section 1.

The Union shall neither solicit members nor conduct any Union business on Employer's property during Employer assigned working schedules of either the representative of the Union or the employee involved, except for the following:

- (a) collective bargaining;
- (b) time spent conferring with management on specific grievances as specified in the Grievance Procedure, Article 9, and
- (c) observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during standard working hours and not when employees are working on premium time.

ARTICLE 8

EMPLOYEES SERVING AS UNION REPRESENTATIVES

Section 1.

Designation of the Union representatives (including Union Officers):

(a) The Union shall advise the Employer in writing of the names of its representatives and their respective authorities (including titles of Union officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which each has been assigned. Union representatives shall not be recognized as such prior to receipt by the Employer of such notices nor shall they be recognized beyond the extent of authority delegated.

(b) It is agreed that there shall be no more than one (1) such representative in the bargaining unit at any one time during the term of this Agreement.

Section 2.

Excused absences for Union duties at Union request:

(a) Upon the request of the Union, the authorized representative who has been selected by the Union to perform Union duties which take him from his work, shall be excused from his work for a reasonable length of time. The Union agrees that they will not ask that the representative be so excused from his work at a time when his absence will seriously interfere with the operation of the Employer.

(b) Such excused absence from work shall be without pay and ordinarily shall be limited to a cumulative period of thirty (30) days in a calendar year.

(c) Each time the authorized representative is excused from his assigned duties to perform Union duties, he shall:

1. Arrange with his supervisor to leave his work.
2. Notify the supervisor of any employer facility visited, on arrival, and make arrangements for any observation necessary.
3. Notify his supervisor upon return to the job.
4. Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to wages, hours of work or other conditions of employment. The following procedures shall be followed:

(a) Complaints may be initiated orally by any individual employee, acting in his own behalf to lines of supervision. If the complaint is not adjusted satisfactorily, it may be subject to the grievance procedure and shall be presented by the authorized Union Steward.

Section 2.

When the Union wishes to present a grievance for an employee or a group of employees for settlement, it shall be presented in

order outlined as follows and the settlement effected at any one of the steps indicated:

(a) All discussion with the immediate supervisor of the employee(s) involved.

(b) All discussion with the Director of the Department of Public Works or his designee.

(c) If no settlement can be reached orally, and the Union wishes to process the grievance further, it shall be presented in writing to the County Manager. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion. The County Manager or his designee will give the Business Agent an opportunity to be heard and the County Manager or his designee will render a final decision in writing within twenty (20) days.

Section 3.

Any grievance not presented under the grievance procedures described herein within three (3) working days of the occurrence of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

ARTICLE 10

WORK SCHEDULES

Section 1.

The standard weekly work schedules for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules

of eight (8) hours arranged by the Employer within the standard work week, frequently including Saturdays, Sundays or holidays.

Section 2.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule, and to vary from the daily or weekly work schedule.

ARTICLE 11

OVERTIME

Section 1.

It is recognized that the needs of the Employer may require overtime work beyond the employee's standard daily or weekly work schedule and the jobs involved must be adequately manned by qualified employees working on an overtime basis.

Section 2.

(a) The amount of overtime and the schedule for working such overtime will be established by the Employer and employees shall work such overtime as scheduled unless excused by the Employer. It is understood that before employing part-time employees, the Employer will use full-time employees to the extent possible to perform all such overtime work as may be required by the Employer.

(b) The Employer agrees that, before overtime that is refused can be charged against an employee for purposes of equalization of distribution of overtime, he must receive at least two (2) hours' notice of the scheduling of the overtime.

Section 3.

Pay at time and one-half the straight time hourly pay shall apply to authorized time worked in excess of forty (40) hours in the standard work week.

Section 4.

Time within the employee's standard work week for which he receives pay from the Employer shall be credited to time worked in computing the forty (40) hours at straight time hourly pay.

Section 5.

For employees whose tour of duty starts on or before midnight, all hours worked during the tour of duty shall be counted as having been worked on the day on which he reported. There shall be no pyramiding of overtime.

Section 6.

Overtime work, as hereinabove provided, shall be equally distributed among employees within their respective departments, as is reasonably practical among those capable of performing the work to be done.

ARTICLE 12

MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

Section 2.

The parties agree that all hirings, layoffs and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to County governments.

ARTICLE 13

SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first calendar year of employment.

(b) One and one-quarter (1 1/4) days for each full month of service with the Employer beginning with the second (2nd) calendar year of employment.

(c) Part-time employees shall receive sick leave credits on a pro-rated basis.

(d) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a

physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing an employee's periodic repeated absence from duty for one (1) day or less in which event, only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6

Effective January 1, 1987 the parties agree to implement the County program of payment for unused sick leave upon retirement in accordance with the requirements of that program as set forth in its regulations which are attached hereto as Exhibit A. If the terms and conditions of this plan are changed during the term of this Agreement with respect to other County employee groups, this contract may be reopened upon request of the Union to negotiate concerning such changes in this plan for employees covered by this Agreement, but only for calendar year 1989.

ARTICLE 14

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment

(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

(c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3.

Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulative from year to year.

ARTICLE 15

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchild, mother-in-law, and father-in-law, or other relative residing at employee's household.

ARTICLE 16

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

Any payment received for jury duty must be turned in to the Employer through the employee's department head less allowance for travel and meal expense.

ARTICLE 17

VACATIONS

Section 1.

Vacation Eligibility:

(a) During the first calendar year of employment, employees shall be entitled to one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one (1) to eight (8) years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with eight (8) completed years of service to ten (10) years of service will be entitled to thirteen (13) working days vacation each year.

(d) Employees with ten (10) completed years to fifteen (15) years of service will be entitled to sixteen (16) working days vacation each year.

(e) Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to eighteen (18) working days vacation each year.

(f) Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty (20) working days vacation each year.

(g) Employees with twenty-five (25) or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

Section 2.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 3.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 4.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 5.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7.

If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 10.

Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried into the next succeeding year only.

ARTICLE 18

HOLIDAYS

Section 1.

(a) The Employer has designated the following days as holidays for the year 1987 for those employees employed as Plumbers:

New Year's Day	Thursday, January 1, 1987
Martin Luther King's Birthday	Monday, January 19, 1987
Lincoln's Birthday	Thursday, February 12, 1987
Washington's Birthday	Monday, February 16, 1987
Good Friday	Friday, April 17, 1987
Memorial Day	Monday, May 25, 1987
Independence Day	Saturday, July 4, 1987 Celebrated Friday, July 3, 1987
Labor Day	Monday, September 7, 1987
Columbus Day	Monday, October 12, 1987
Election Day	Tuesday, November 3, 1987
Veteran's Day	Wednesday, November 11, 1987
Thanksgiving Day	Thursday, November 26, 1987
Day after Thanksgiving	Friday, November 27, 1987
Christmas Day	Friday, December 25, 1987

(b) The Employer has designated the following days as holidays for the year 1987 for those employees employed as Stationary Engineers:

New Year's Day	Thursday, January 1, 1987
Martin Luther King's Birthday	Monday, January 19, 1987
Lincoln's Birthday	Thursday, February 12, 1987
Washington's Birthday	Monday, February 16, 1987
Good Friday	Friday, April 17, 1987
Memorial Day	Monday, May 25, 1987
Independence Day	Saturday, July 4, 1987
Labor Day	Monday, September 7, 1987
Columbus Day	Monday, October 12, 1987
Election Day	Tuesday, November 3, 1987
Veteran's Day	Wednesday, November 11, 1987
Thanksgiving Day	Thursday, November 26, 1987
Day after Thanksgiving	Friday, November 27, 1987
Christmas Day	Friday, December 25, 1987

Section 2.

(a) The Employer has designated the following days as holidays for the year 1988 for those employees employed as Plumbers:

New Year's Day	Friday, January 1, 1988
Martin Luther King's Birthday	Monday, January 18, 1988
Lincoln's Birthday	Friday, February 12, 1988
Washington's Birthday	Monday, February 15, 1988
Good Friday	Friday, April 1, 1988
Memorial Day	Monday, May 30, 1988
Independence Day	Monday, July 4, 1988
Labor Day	Monday, September 5, 1988
Columbus Day	Monday, October 10, 1988
Election Day	Tuesday, November 8, 1988
Veteran's Day	Friday, November 11, 1988
Thanksgiving Day	Thursday, November 24, 1988
Day after Thanksgiving	Friday, November 25, 1988
Christmas Day	Sunday, December 25, 1988 Celebrated Monday, December 26, 1988

(b) The Employer has designated the following days as holidays for the year 1988 for those employees employed as Stationary Engineers:

New Year's Day	Friday, January 1, 1988
Martin Luther King's Birthday	Monday, January 18, 1988
Lincoln's Birthday	Friday, February 12, 1988

Washington's Birthday	Monday, February 15, 1988
Good Friday	Friday, April 1, 1988
Memorial Day	Monday, May 30, 1988
Independence Day	Monday, July 4, 1988
Labor Day	Monday, September 5, 1988
Columbus Day	Monday, October 10, 1988
Election Day	Tuesday, November 8, 1988
Veteran's Day	Friday, November 11, 1988
Thanksgiving Day	Thursday, November 24, 1988
Day after Thanksgiving	Friday, November 25, 1988
Christmas Day	Sunday, December 25, 1988

Section 3.

(a) The Employer has designated the following days as holidays for the year 1989 for those employees employed as Plumbers:

New Year's Day	Sunday, January 1, 1989 Celebrated Monday, January 2, 1989
Martin Luther King's Birthday	Monday, January 16, 1989
Lincoln's Birthday	Sunday, February 12, 1989 Celebrated Monday, February 13, 1989
Washington's Birthday	Monday, February 20, 1989
Good Friday	Friday, March 24, 1989
Memorial Day	Monday, May 29, 1989
Independence Day	Tuesday, July 4, 1989
Labor Day	Monday, September 4, 1989
Columbus Day	Monday, October 9, 1989
Election Day	Tuesday, November 7, 1989
Veteran's Day	Saturday, November 11, 1989 Celebrated Friday, November 10, 1989
Thanksgiving Day	Thursday, November 23, 1989
Day after Thanksgiving	Friday, November 24, 1989
Christmas Day	Monday, December 25, 1989

(b) The Employer has designated the following days as holidays for the year 1989 for those employees employed as Stationary Engineers:

New Year's Day	Sunday, January 1, 1989
Martin Luther King's Birthday	Monday, January 16, 1989
Lincoln's Birthday	Sunday, February 12, 1989
Washington's Birthday	Monday, February 20, 1989
Good Friday	Friday, March 24, 1989
Memorial Day	Monday, May 29, 1989
Independence Day	Tuesday, July 4, 1989
Labor Day	Monday, September 4, 1989

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Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Monday, October 9, 1989
Tuesday, November 7, 1989
Saturday, November 11, 1989
Thursday, November 23, 1989
Friday, November 24, 1989
Monday, December 25, 1989

Section 4.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at time and one-half (1 1/2) their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Section 5.

Employees assigned to departments which work on a continuous operation of twenty-four (24) hours per day, seven (7) days per week, and who have previously been granted compensatory time for holidays which fall on a non-working day, shall now receive payment or compensatory time in lieu thereof, at the employee's discretion for such holiday not worked; such election shall be made two (2) weeks from the date of the holiday.

Compensatory time under this provision of the contract must be taken within the calendar year in which such holiday occurs.

ARTICLE 19

EMPLOYEE BENEFIT PLANS

Section 1.

Upon meeting the necessary requirements, employees in the bargaining unit will be covered by the following benefit plans:

- (a) Public Employees' Retirement System.

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(b) Hospitalization and Major Medical Insurance Plan, with the option of the County to have a form of self-insurance plan or have the same placed with an insurance company or companies.

(c) Group Life Insurance.

(d) A Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause capped at an Eighty-five (\$85.00) Dollar premium per year for family coverage. Any excess in premium over the Eighty-five (\$85.00) Dollars will be paid for by the employee.

(e) Workers' Compensation.

(f) Effective August 1, 1982, the County of Union will provide a Basic Dental Plan covering employees only. The premium shall not exceed Fifty (\$50.00) Dollars per year to be paid by the County.

(g) Effective January 1, 1987, the County agrees to implement a program of subsidization of health insurance costs for retirees who were represented by the Union under the terms of this labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of the subsidization program are set forth on Exhibit B which is attached hereto and made part hereof. The benefits to retirees as provided for herein are limited to the term of this Agreement and become a subject of bargaining thereafter. If the eligibility terms of this plan change by reason of negotiations for the next contract, the parties agree to negotiate for any employees employed from January 1, 1987 who are covered under this contract and who retire during the term and who would meet the new eligibility requirements.

(h) Effective January 1, 1988, the County shall contribute the sum of Fifty (\$50.00) Dollars per employee per year towards the cost of the current Disability Plan in effect between the County and Council 8 of the New Jersey Civil Service Association. Employees shall contribute by way of payroll deduction towards the payment for this Plan to the extent that the cost exceeds the sum of Fifty (\$50.00) Dollars per year per employee. The plan shall be applicable to all employees covered by this Agreement.

ARTICLE 20

LONGEVITY

Section 1.

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, however, that any employee hired subsequent to January 1, 1973, shall not be covered by, nor entitled to the benefits of, the longevity program.

Said longevity payments shall be calculated and paid in accordance with the practice as they existed prior to the effective date of this Agreement.

ARTICLE 21

SALARIES

Section 1.

Effective January 1, 1987, the salary schedule for all employees of the Employer recognized as being represented by the Union shall be shown in Appendix A of this Agreement. All of the aforesaid employees will receive an annual increase of Fifteen Hundred (\$1,500.00) Dollars for the year 1987.

Section 2.

Effective January 1, 1988, the salary schedule for all employees of the Employer recognized as being represented by the Union shall be shown in Appendix B of this Agreement. All of the aforesaid employees will receive an annual increase of Twelve Hundred (\$1,200.00) Dollars for the year 1988.

Section 3.

Effective January 1, 1989, the salary schedule for all employees of the Employer recognized as being represented by the Union shall be shown in Appendix C of this Agreement. All of the aforesaid employees will receive an annual increase of Fifteen Hundred (\$1,500.00) Dollars for the year 1989.

Section 4.

The Salary Schedule shall consist of six (6) steps.

(a) Step progression is based on merit consideration.

(b) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.

Section 5.

Adjustments in rates of pay.

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their increments as of January 1st.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their increments as of the first payroll period in July.

ARTICLE 22

MISCELLANEOUS

Section 1.

Effective May 1, 1987 and for the term of this Agreement, all employees covered under this Agreement shall be entitled to a meal allowance in accordance with the following eligibility requirements:

(a) Twelve (12) consecutive hours of work - Three (\$3.00) Dollars.

(b) Sixteen (16) or more consecutive hours of work - Six (\$6.00) Dollars.

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Section 2.

Effective May 1, 1987, those employees who work from 10:00 PM to 6:00 AM shall be allowed a shift allowance of Eighteen (\$18.00) Dollars per week over and above their base rate of pay.

Effective January 1, 1988 this shift allowance shall be increased by One (\$1.00) Dollar to Nineteen (\$19.00) Dollars per week, and effective January 1, 1989 this shift allowance will be increased by an additional One (\$1.00) Dollar to Twenty (\$20.00) Dollars per week.

Section 3.

Effective May 1, 1987, those employees who work from 2:00 PM to 10:00 PM shall be allowed a shift allowance of Fifteen (\$15.00) Dollars per week over and above their base rate of pay.

Effective January 1, 1988 this shift allowance shall be increased by One (\$1.00) Dollar to Sixteen (\$16.00) Dollars per week, and effective January 1, 1989 this shift allowance will be increased by an additional One (\$1.00) Dollar to Seventeen (\$17.00) Dollars per week.

Section 4.

When a plumber, or assistant foreman plumber, is called in on an emergency, he shall be allowed a flat rate of One Dollar and Fifty Cents (\$1.50) for the extra use of his automobile. The One Dollar and Fifty Cents (\$1.50) is to cover those cases when the employees have gone home and they are called back following their regular hours. The aforesaid benefit will be

paid at all times when the aforesaid employees are called in on an emergency basis.

In addition to the automobile allowance, employees called in on an emergency basis as set forth above shall be guaranteed pay in the amount of four (4) hours straight time pay or time and one-half (1 1/2) times the employee's straight time hourly pay for all hours actually worked, whichever is greater.

Section 5.

Upon ratification of this Agreement and for calendar year 1987, employees will be permitted to submit a voucher with proof of purchase of one (1) pair of safety shoes and upon said submission, the employee will be given the cost of same provided the purchase of the same does not exceed Forty-five (\$45.00) Dollars.

Effective January 1, 1988 the amount of shoe allowance provided in accordance with the terms and conditions set forth above shall be increased to Fifty (\$50.00) Dollars.

Effective January 1, 1989 and for the term of this Agreement, the amount of shoe allowance provided in accordance with the terms and conditions set forth above shall be increased to Fifty-five (\$55.00) Dollars.

Section 6.

Effective January 1, 1979, any employee who obtains a Red Seal License issued by the State of New Jersey will receive a one time stipend of Two Hundred Fifty (\$250.00) Dollars. The aforesaid stipend shall not be paid on a retroactive basis but only covers those employees who receive the aforesaid license after January 1, 1979.

Section 7.

It is understood and agreed that the International Union of Operating Engineers conducts a training school and offers courses in such areas as refrigeration, air conditioning, welding, steam controls, etc. It is further understood that courses conducted by the training school run approximately 110 hours. The County of Union agrees that, if any of the employees covered by the terms of this Agreement on or after the signing of this Agreement attend the training school and are certified by the Union to have completed the 110-hour course, they shall be reimbursed a total sum of Two Hundred (\$200.00) Dollars as and for the tuition for attending the school and taking the initial courses referred to. If an employee has successfully completed an initial training course and thereafter returns to take additional courses, he shall be reimbursed a total sum of Fifty (\$50.00) Dollars per year thereafter for satisfactorily attending and completing any such additional courses. The reimbursement shall only be made by the International Union certifying satisfactory attendance and completion of any of the courses offered.

Section 8.

During the term of this Agreement, all employees covered hereunder shall be provided with one (1) hooded winter jacket which shall be provided on or about October 1987. Effective in 1987 and for the term of this Agreement, Plumbers and Assistant Plumber Foremen shall be supplied raingear, which shall be replaced when damaged or once every three (3) years, and leather palm golves, coveralls and knee high boots which shall be

replaced as needed on exchange basis. Employees shall pay for the replacement if the exchange item is not provided.

ARTICLE 23

ON THE JOB INJURY

Section 1.

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.

(b) If the County's Workers' Compensation Insurance Carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers' Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workers' Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workers' Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

ARTICLE 24

DURATION

Section 1.

This Agreement shall become effective January 1, 1987 and shall continue in effect until 11:59 PM, December 31, 1989.

Section 2.

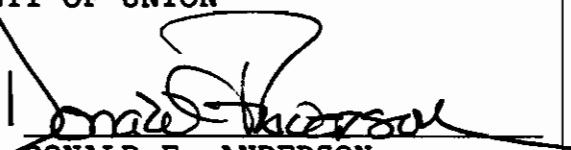
If, prior to the termination of this Agreement, either party desires to change the same, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement and advise the other party of the proposed changes and their desire to terminate the existing Agreement. If notice is not given, as herein required, this Agreement will automatically be renewed and continued for another year.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

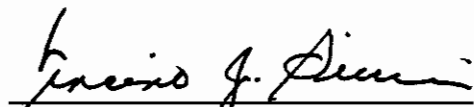
WITNESSETH:

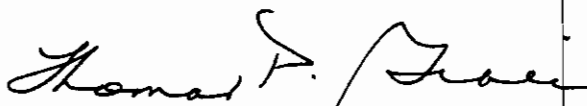


COUNTY OF UNION

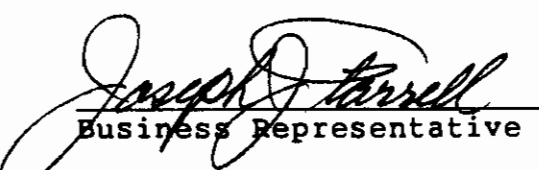
By: 
DONALD F. ANDERSON
County Manager

LOCALS 68 - 68A - 68B AFFILIATED
WITH INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

By: 
Business Manager


President


Recording Secretary


Business Representative

LAW OFFICES
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MASTRO & MURPHY
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
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SPRINGFIELD, N.J. 07081

APPENDIX A

COURT HOUSE AND JOHN E. RUNNELLS

Effective January 1, 1987

JOHN RUNNELLS HOSPITAL

Stationary Engineer Wage Range - \$24,980 - \$26,180

Minimum	\$24,980
1st Step	25,220
2nd Step	25,460
3rd Step	25,700
4th Step	25,940
5th Step	26,180

COURT HOUSE, COURT HOUSE ANNEX,
ADMINISTRATION BUILDING

Stationary Engineer Wage Range - \$25,130 - \$26,330

Minimum	\$25,130
1st Step	25,370
2nd Step	25,610
3rd Step	25,850
4th Step	26,090
5th Step	26,330

COURT HOUSE

Plumber and Steamfitters Wage Range - \$23,090 - \$24,590

Minimum	\$23,090
1st Step	23,390
2nd Step	23,690
3rd Step	23,990
4th Step	24,290
5th Step	24,590

Plumber and Steamfitters -
Assistant Foreman Wage Range - \$24,640 - \$25,840

Minimum	\$24,640
1st Step	24,940
2nd Step	25,240
3rd Step	25,540
4th Step	25,840

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APPENDIX A
(Continued)

COURT HOUSE AND JOHN E. RUNNELLS

Effective January 1, 1987

COURT HOUSE

Maintenance Repairman
(Low Pressure License) Wage Range - \$22,790 - \$24,290

Minimum	\$22,790
1st Step	23,090
2nd Step	23,390
3rd Step	23,690
4th Step	23,990
5th Step	24,290

Effective July 1, 1987

JOHN E. RUNNELLS HOSPITAL

Stationary Engineer Wage Range - \$25,030 - \$26,230

Minimum	\$25,030
1st Step	25,270
2nd Step	25,510
3rd Step	25,750
4th Step	25,990
5th Step	26,230

APPENDIX B

COURT HOUSE AND JOHN E. RUNNELLS

Effective January 1, 1988

JOHN RUNNELLS HOSPITAL

Stationary Engineer Wage Range - \$26,280 - \$27,480

Minimum	\$26,280
1st Step	26,520
2nd Step	26,760
3rd Step	27,000
4th Step	27,240
5th Step	27,480

COURT HOUSE, COURT HOUSE ANNEX,
ADMINISTRATION BUILDING

Stationary Engineer Wage Range - \$26,330 - \$27,530

Minimum	\$26,330
1st Step	26,570
2nd Step	26,810
3rd Step	27,050
4th Step	27,290
5th Step	27,530

COURT HOUSE

Plumber and Steamfitters Wage Range - \$24,290 - \$25,790

Minimum	\$24,290
1st Step	24,590
2nd Step	24,890
3rd Step	25,190
4th Step	25,490
5th Step	25,790

Plumber and Steamfitters -
Assistant Foreman Wage Range - \$25,840 - \$27,040

Minimum	\$25,840
1st Step	26,140
2nd Step	26,440
3rd Step	26,740
4th Step	27,040

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APPENDIX B
(Continued)

COURT HOUSE AND JOHN E. RUNNELLS

Effective January 1, 1988

COURT HOUSE

Maintenance Repairman
(Low Pressure License) Wage Range - \$23,990 - \$25,490

Minimum	\$23,990
1st Step	24,290
2nd Step	24,590
3rd Step	24,890
4th Step	25,190
5th Step	25,490

Effective July 1, 1988

JOHN E. RUNNELLS HOSPITAL

Stationary Engineer Wage Range - \$26,330 - 27,530

Minimum	\$26,330
1st Step	26,570
2nd Step	26,810
3rd Step	27,050
4th Step	27,290
5th Step	27,530

APPENDIX C

COURT HOUSE AND JOHN E. RUNNELLS

Effective January 1, 1989

COURT HOUSE, COURT HOUSE ANNEX,
ADMINISTRATION BUILDING AND JOHN E. RUNNELLS HOSPITAL

Stationary Engineer Wage Range - \$27,830 - \$29,030

Minimum	\$27,830
1st Step	28,070
2nd Step	28,310
3rd Step	28,550
4th Step	28,790
5th Step	29,030

COURT HOUSE

Plumber and Steamfitters Wage Range - \$25,790 - \$27,290

Minimum	\$25,790
1st Step	26,090
2nd Step	26,390
3rd Step	26,690
4th Step	26,990
5th Step	27,290

Plumber and Steamfitters -
Assistant Foreman Wage Range - \$27,340 - \$28,540

Minimum	\$27,340
1st Step	27,640
2nd Step	27,940
3rd Step	28,240
4th Step	28,540

Maintenance Repairman
(Low Pressure License) Wage Range - \$25,490 - \$26,990

Minimum	\$25,490
1st Step	25,790
2nd Step	26,090
3rd Step	26,390
4th Step	26,690
5th Step	26,990

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COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

2. LIMITATIONS:

- a) no employee who elects a deferred retirement benefit shall be eligible.
- b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It

should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters County employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; Prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.

8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.

- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
 - 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
 - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
 - 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
 - 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.

- 5) All sick leave was reportable and reported accordingly.
- 6) The time-keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

HEALTH INSURANCE BENEFITS
FOR RETIREES

Effective January 1, 1987, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1987; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides

substantially similar coverage to that in effect for members of the bargain unit.

3. Subsidy: Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	
H/W Over 65	\$28.49 per month
H/W Employee Over 65	
P/C Employee Over 65	
Family Under 65	\$85.00 per month
Family Spouse Over 65	
Family Over 65	\$39.43 per month
Family Employee Over 65	

The remaining costs of the County's Hospital Insurance Plan shall be borne by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees

LAW OFFICES

APRUZZESE, McDERMOTT, MASTRO & MURPHY

A PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

P O Box 329

SPRINGFIELD, N.J. 07081

(201) 467-1776

521 FIFTH AVENUE
SUITE 1700
NEW YORK, N.Y. 10017

(212) 682-5844

TELECOPIER 201 467-8612

IN REPLY PLEASE REFER
TO FILE NO.

VINCENT J. APRUZZESE (1)(2)
FRANK X. McDERMOTT (1)(2)
MERRITT T. VISCARDI (2)
FRANCIS A. MASTRO (1)
JAMES F. MURPHY (1)
FREDERICK T. DANSER, III
MAURICE J. NELLIGAN, JR. (5)
RICHARD C. MARIANI (2)
MELVIN L. GELADE
CHARLES F. WASKEVICH, JR. (1) (2) (3) (4)
BARRY MARELL
DONALD D. VANARELLI (2)
ROBERT T. CLARKE
MARGARET M. MADDEN
JERROLD J. WOHLGEMUTH (4)
PAUL E. STEVENSON (4)

May 12, 1987

ALSO D.C. (1), N.Y. (2), CONN. (3),
PA. (4), MD. (5), FLA. (6).

Mr. Joseph J. Farrell
Business Representative
International Union of Operating
Engineers
26 South New York Avenue
Atlantic City, New Jersey 08401

Re: Union County
and
Locals 68-68A-68B, Affiliated with International
Union of Operating Engineers, AFL-CIO

Dear Joe:

During the course of our collective negotiations for a new contract commencing January 1, 1987, there were certain items which the parties agreed to set forth in a side letter as follows:

1. Plumber/Steamfitter Workweek. The Employer recognizes that the present standard workweek for employees in the classification of plumber/steamfitter consists of eight (8) hours of work per day, five (5) consecutive days per week from Monday to Friday. The employer and the Union agree that if the Employer makes a permanent change in the standard work week presently in effect, the impact of any such permanent change shall be negotiated between the parties.

2. Plumber/Steamfitter Work Assignments in the County Jail. The parties agree that when a plumber/steamfitter is assigned to perform work in the County Jail, and is working without another plumber/steamfitter or a correction officer

Mr. Joseph J. Farrell
Business Representative
International Union of Operating
Engineers
May 12, 1987
Page 2

present in an area where inmates are present, and the plumber/steamfitter requests that inmates be removed from that area and the inmates are not removed; the plumber/steamfitter shall have the right not to enter the area without reprisal or discipline until a second employee, either a correction officer, or another plumber/steamfitter is present in the area, or until the inmates are removed from the area.

3. Plumber/Steamfitter Assignments of Work at John E. Runnells Hospital and County Facilities in Elizabeth, New Jersey. The parties agree that when emergency services of a plumber/steamfitter are required at John E. Runnells Hospital, the plumber/steamfitters assigned to work at John E. Runnells Hospital will be the first employees called to perform the emergency services. If none of those employees are available to perform the emergency work, the plumber/steamfitter employees normally assigned to work at the County facilities in Elizabeth will then be called upon to perform the emergency at John E. Runnells Hospital. The reciprocal of this agreement will also exist whereby plumber/steamfitters normally assigned to the County facilities in the Elizabeth area would be the first ones called for emergency work required at those facilities, but if those employees are not available, then plumber/steamfitters normally assigned to John E. Runnells Hospital will be called to perform the emergency work. This agreement is established for the purpose of confirming a normal policy to handle emergency work at the various County facilities, and shall not be interpreted or used by the Union or any of the employees as a basis for refusing to perform emergency work at any of the County facilities when that work is required to be performed.

4. Assistant Plumber Foreman. The parties agree that the current Assistant Plumber foreman shall receive a special adjustment to his wage rate of \$150.00 effective July 1, 1987 and July 1, 1988 so that his per annum rate effective July 1, 1988 will equal the maximum rate for that classification of \$27,040. This provision shall only apply to the present assistant plumber foreman, Donald Kuhn, and if his employment relationship is terminated for any reason, the benefits of this provision shall also terminate. Payment of this wage adjustment shall be made in accordance with the same rules and regulations as payment is made of an increment.

APRUZZESE, McDERMOTT, MASTRO & MURPHY

Mr. Joseph J. Farrell
Business Representative
International Union of Operating
Engineers

May 12, 1987

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5. Work Area for Engineers at County Court House. The County will provide a closed-in area at the work station for the Engineers at the County Court House.

I trust that the foregoing accurately sets forth the terms and conditions of those agreements which the parties determined to place in this side letter. Please indicate your agreement to these matters by signing and returning the original of this letter, retaining the extra copy for your file.

Thank you for your kind cooperation in this matter.

Very truly yours,

FREDERICK T. DANSER, III

FTD:ak

The terms and conditions set forth above are hereby accepted and agreed to by the Union.



JOSEPH J. FARRELL
Business Representative
Local 68-68A-68B, Affiliated
with International Union
of Operating Engineers,
AFL-CIO

DATED