

A G R E E M E N T

Between

Union, County of

THE COUNTY OF UNION

And

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

*to be signed by the County Clerk  
at the County Courthouse*

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EFFECTIVE: ~~X~~ JANUARY 1, 1984 THROUGH DECEMBER 31, 1986

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## AGREEMENT

### PREAMBLE

This Agreement made effective this 3<sup>rd</sup> day of ~~June~~<sup>October</sup>, 1984, between THE COUNTY OF UNION, hereinafter called "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 in respect to the employees of the County recognized as being represented by the Union as follows:

### ARTICLE I RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, AFL-CIO, as the exclusive representative for all its stationary engineers, plumber-steamfitters, plumber-steamfitter assistant foremen, at its location at the Court House in Elizabeth, New Jersey.

### ARTICLE II 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 designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they

pertain to County Manager form of government.

ARTICLE III  
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 IV  
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 rata 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) day 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.

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 V  
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 VI  
NO STRIKES OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppages or slow-downs 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.

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 VII  
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 IX, 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 VIII  
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 IX 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 department head of the employee(s) involved.

(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 superintendent. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussions. The superintendent will give the Union Steward an opportunity to be heard and the superintendent 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 X  
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 schedules and to vary from the daily or weekly work schedule.

**ARTICLE XI  
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 XII  
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 XIII  
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 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.

An 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 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.

ARTICLE XIV  
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 XV  
DEATH IN FAMILY

Section 1.

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, father-in-law, or other relative residing at employee's household.

ARTICLE XVI  
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 XVII  
VACATIONS

Section 1.

Vacation Eligibility:

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

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

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

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

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

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

(g) Employees with twenty-five 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 XVIII  
HOLIDAYS

Section 1.

(a). The Employer has designated the following days as holidays for the year 1984 for those employees employed as plumbers:

New Year's Day	-	Sunday - celebrated Monday, January 2, 1984
Martin Luther King's Birthday	-	Sunday - celebrated Monday, January 16, 1984

Lincoln's Birthday	-	Sunday - celebrated
		Monday, February 13, 1984
Washington's Birthday	-	Monday, February 20, 1984
Good Friday	-	Friday, April 20, 1984
Memorial Day	-	Monday, May 28, 1984
Independence Day	-	Wednesday, July 4, 1984
Labor Day	-	Monday, September 3, 1984
Columbus Day	-	Monday, October 8, 1984
Election Day	-	Tuesday, November 6, 1984
Veteran's Day	-	Sunday - celebrated
		Monday, November 12, 1984
Thanksgiving Day	-	Thursday, November 22, 1984
Day After Thanksgiving	-	Friday, November 23, 1984
Christmas Day	-	Tuesday, December 25, 1984

(b) The Employer has designated the following days as holidays for the year 1984 for those employees employed as stationary engineers:

New Year's Day	-	Sunday, January 2, 1984
Martin Luther King's Birthday	-	Sunday, January 15, 1984
Lincoln's Birthday	-	Sunday, February 12, 1984
Washington's Birthday	-	Wednesday, February 22, 1984
Good Friday	-	Friday, April 20, 1984
Memorial Day	-	Wednesday, May 30, 1984
Independence Day	-	Wednesday, July 4, 1984
Labor Day	-	Monday, September 3, 1984
Columbus Day	-	Friday, October 12, 1984
Election Day	-	Tuesday, November 6, 1984
Veteran's Day	-	Sunday, November 11, 1984
Thanksgiving Day	-	Thursday, November 22, 1984
Day After Thanksgiving	-	Friday, November 23, 1984
Christmas Day	-	Tuesday, December 25, 1984

## Section 2.

(a) The Employer has designated the following days as holidays for the year 1985 for those employees employed as plumbers:

New Year's Day	-	Tuesday, January 1, 1985
Martin Luther King's Birthday	-	Tuesday, January 15, 1985
Lincoln's Birthday	-	Tuesday, February 12, 1985
Washington's Birthday	-	Monday, February 18, 1985
Good Friday	-	Friday, April 5, 1985

Memorial Day	-	Monday, May 27, 1985
Independence Day	-	Thursday, July 4, 1985
Labor Day	-	Monday, September 2, 1985
Columbus Day	-	Monday, October 14, 1985
Election Day	-	Tuesday, November 5, 1985
Veteran's Day	-	Monday, November 11, 1985
Thanksgiving Day	-	Thursday, November 28, 1985
Day After Thanksgiving	-	Friday, November 29, 1985
Christmas Day	-	Wednesday, December 25, 1985

(b) The Employer has designated the following days as holidays for the year 1985 for those employees employed as stationary engineers:

New Year's Day	-	Tuesday, January 1, 1985
Martin Luther King's Birthday	-	Tuesday, January 15, 1985
Lincoln's Birthday	-	Tuesday, February 12, 1985
Washington's Birthday	-	Friday, February 22, 1985
Good Friday	-	Friday, April 5, 1985
Memorial Day	-	Thursday, May 30, 1985
Independence Day	-	Thursday, July 4, 1985
Labor Day	-	Monday, September 2, 1985
Columbus Day	-	Saturday, October 12, 1985
Election Day	-	Tuesday, November 5, 1985
Veteran's Day	-	Monday, November 11, 1985
Thanksgiving Day	-	Thursday, November 28, 1985
Day After Thanksgiving	-	Friday, November 29, 1985
Christmas Day	-	Wednesday, December 25, 1985

### Section 3

The Employer has designated the following days as holidays for the year 1986 for those employees employed as plumbers:

New Year's Day	-	January 1, 1986
Martin Luther King's Birthday	-	Wednesday, January 15, 1986
Lincoln's Birthday	-	Wednesday, February 12, 1986
Washington's Birthday	-	Monday, February 24, 1986
Good Friday	-	Friday, March 28, 1986
Memorial Day	-	Monday, May 26, 1986
Independence Day	-	Friday, July 4, 1986
Labor Day	-	Monday, September 1, 1986
Columbus Day	-	Monday, October 13, 1986
Election Day	-	Tuesday, November 4, 1986
Veteran's Day	-	Tuesday, November 11, 1986
Thanksgiving Day	-	Thursday, November 27, 1986
Day After Thanksgiving	-	Friday, November 28, 1986

Christmas Day - Thursday, December 25, 1986

(b) The Employer has designated the following days as holidays for the year 1986 for those employees employed as stationary engineers:

New Year's Day	-	Wednesday, January 1, 1986
Martin Luther King's Birthday	-	Wednesday, January 15, 1986
Lincoln's Birthday	-	Wednesday, February 12, 1986
Washington's Birthday	-	Saturday, February 22, 1986
Good Friday	-	Friday, March 28, 1986
Memorial Day	-	Friday, May 30, 1986
Independence Day	-	Friday, July 4, 1986
Labor Day	-	Monday, September 1, 1986
Columbus Day	-	Sunday, October 12, 1986
Election Day	-	Tuesday, November 4, 1986
Veteran's Day	-	Tuesday, November 11, 1986
Thanksgiving Day	-	Thursday, November 27, 1986
Day After Thanksgiving	-	Friday, November 28, 1986
Christmas Day	-	Thursday, December 25, 1986

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 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 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 XIX  
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.

(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) Dollar per year to be paid by the County.

ARTICLE XX  
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 XXI SALARIES

### Section 1.

Effective January 1, 1984, 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 One thousand two hundred fifty (\$1,250.00) Dollars for the year 1984.

### Section 2.

Effective January 1, 1985, 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 One thousand three hundred (1,300.00) dollars for the year 1985.

### Section 3.

Effective January 1, 1986, 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 One thousand three hundred fifty (\$1,350.00) dollars for the year 1986.

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 salary increments as of the first payroll period in July.

ARTICLE XXII  
MISCELLANEOUS

Section 1.

When a policy permits a meal allowance, the allowance shall be Three (\$3.00) Dollars.

Section 2.

Effective January 1, 1985, those employees who work from 10:00 p.m. to 6:00 a.m. shall be allowed a shift allowance of Fifteen (\$15.00) Dollars per week over and above their base rate of pay; effective January 1, 1986, those employees who work from 10:00 p.m. to 6:00 a.m. shall be allowed a shift allowance of Seventeen (\$17.00) Dollars per week over and above their base rate of pay.

Section 3.

Effective January 1, 1985, those employees who work from 2:00 p.m. to 10:00 p.m. shall be allowed a shift allowance of Twelve (\$12.00) Dollars per week over and above their base rate of pay; effective January 1, 1986, those employees who work from 2:00 p.m. to 10:00 p.m. shall be allowed a shift allowance of Fourteen (\$14.00) Dollars per week over and above their base rate of pay.

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 emergency call in time and 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.

Section 5.

Effective January 1, 1985, employees will be permitted to submit a voucher with proof of purchase of one 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 Thirty-five (\$35.00) 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 and 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.

ARTICLE XXIII  
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 XXIV  
DURATION

Section 1.


This Agreement shall become effective January 1, 1984 and shall continue in effect until 11:59 p.m., December 31, 1986.

Section 2.

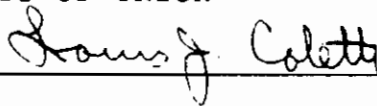
If, prior to the termination of this Agreement, either party desires to change the same it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement and advise the other party of the proposed changes and their desire to terminate the existing Agreement. 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:   
\_\_\_\_\_

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

By:   
\_\_\_\_\_

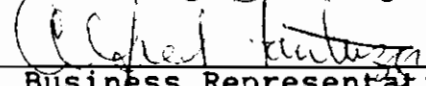
Business Manager

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Recording Secretary

  
\_\_\_\_\_

Business Representative

APPENDIX "A"

Court House & John E. Runnells

Effective January 1, 1984

John Runnells Hospital

<u>Stationary Engineer</u>	-	Wage Range - \$20,780 - \$21,980
Minimum	-	\$20,780
1st Step	-	\$21,020
2nd Step	-	\$21,260
3rd Step	-	\$21,500
4th Stp	-	\$21,740
5th Step	-	\$21,980

Court House, Court House  
Annex, Administration Building

<u>Stationary Engineer</u>	-	Wage Range - \$20,980 - \$22,180
Minimum	-	\$20,980
1st Step	-	\$21,220
2nd Step	-	\$21,460
3rd Step	-	\$21,700
4th Stp	-	\$21,940
5th Step	-	\$22,180

Court House

<u>Plumber and Steamfitter</u>	-	Wage Range - \$18,940 - \$20,440
Minimum	-	\$18,940
1st Step	-	\$19,240
2nd Step	-	\$19,540
3rd Step	-	\$19,840
4th Step	-	\$20,140
5th Step	-	\$20,440

<u>Plumber and Steamfitter- Assistant Foreman</u>	-	Wage Range - \$20,190 - \$21,690
Minimum	-	\$20,190
1st Step	-	\$20,490
2nd Step	-	\$20,790
3rd Step	-	\$21,090
4th Step	-	\$21,390
5th Step	-	\$21,690

APPENDIX "A" (Continued)

Court House & John E. Runnells

Effective January 1, 1984

Court House

Maintenance Repairman  
(Low Pressure License)

Wage Range - \$18,640 - \$20,140

Minimum	-	\$18,640
1st Step	-	\$18,940
2nd Step	-	\$19,240
3rd Step	-	\$19,540
4th Step	-	\$19,840
5th Step	-	\$20,140

APPENDIX "B"

Court House & John E. Runnells

Effective January 1, 1985

John Runnells Hospital

Stationary Engineer - Wage Range - \$22,080 - \$23,280

Minimum	-	\$22,080
1st Step	-	\$22,320
2nd Step	-	\$22,560
3rd Step	-	\$22,800
4th Step	-	\$23,040
5th Step	-	\$23,280

Court House, Court House  
Annex, Administration Building

Stationary Engineer - Wage Range - \$22,280 - \$23,480

Minimum	-	\$22,280
1st Step	-	\$22,520
2nd Step	-	\$22,760
3rd Step	-	\$23,000
4th Step	-	\$23,240
5th Step	-	\$23,480

Court House

Plumber and Steamfitter- Wage Range - \$20,240 - \$21,740

Minimum	-	\$20,240
1st Step	-	\$20,540
2nd Step	-	\$20,840
3rd Step	-	\$21,140
4th Step	-	\$21,440
5th Step	-	\$21,740

Plumber and Steamfitter  
Assistant Foreman - Wage Range - \$21,490 - \$22,990

Minimum	-	\$21,490
1st Step	-	\$21,790
2nd Step	-	\$22,090
3rd Step	-	\$22,390
4th Step	-	\$22,690
5th Step	-	\$22,990

APPENDIX "B" (Continued)

Court House & John E. Runnells

Effective January 1, 1985

Court House

Maintenance Repairman  
Low Pressure License) - Wage Range - \$19,940 - \$21,440

Minimum	-	\$19,940
1st Step	-	\$20,240
2nd Step	-	\$20,540
3rd Step	-	\$20,840
4th Step	-	\$21,140
5th Step	-	\$21,440



APPENDIX "C"

Court House & John E. Runnells

Effective January 1, 1986

John Runnells Hospital

<u>Stationary Engineer</u>	-	Wage Range - \$23,430 - \$24,630
Minimum	-	\$23,430
1st Step	-	\$23,670
2nd Step	-	\$23,910
3rd Step	-	\$24,150
4th Step	-	\$24,390
5th Step	-	\$24,630

Court House, Court House  
Annex, Administration Building

<u>Stationary Engineer</u>	-	Wage Range - \$23,630 - \$24,830
Minimum	-	\$23,630
1st Step	-	\$23,870
2nd Step	-	\$24,110
3rd Step	-	\$24,350
4th Step	-	\$24,590
5th Step	-	\$24,830

Court House

<u>Plumber and Steamfitter-</u>	-	Wage Range - \$21,590 - \$23,090
Minimum	-	\$21,590
1st Step	-	\$21,890
2nd Step	-	\$22,190
3rd Step	-	\$22,490
4th Step	-	\$22,790
5th Step	-	\$23,090

<u>Plumber and Steamfitter Assistant Foreman</u>	-	Wage Range - \$22,840 - \$24,340
Minimum	-	\$22,840
1st Step	-	\$23,140
2nd Step	-	\$23,440
3rd Step	-	\$23,740
4th Step	-	\$24,040
5th Step	-	\$24,340

APPENDIX "C" (Continued)

Court House & John E. Runnells

Effective January 1, 1986

Court House

Maintenance Repairman  
(Low Pressure License)-

Wage Range - \$21,290 - \$22,790

Minimum	-	\$21,290
1st Step	-	\$21,590
2nd Step	-	\$21,890
3rd Step	-	\$22,190
4th Step	-	\$22,490
5th Step	-	\$22,790