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AGREEMENT

APPROVED AS TO FORM

*Francis P. McQuinn*  
COUNTY COUNSEL

THIS AGREEMENT made this 1st day of January, 1972, between the County of Essex, public employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as "County", and Local Union No. 68-68A of the International Union of Operating Engineers, 509 Orange Street, Newark, New Jersey, affiliated with the AFL-CIO (hereinafter called the "Union").

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified the Local Union No. 68-68A of the International Union of Operating Engineers as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment for certain employees in the Public Works Department of Essex County;

NOW, THEREFORE, the County and the Union mutually agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II. CIVIL SERVICE RULES

Whenever there should appear to be a conflict between the terms of this Agreement on the one hand, and the Civil Service Law (N. J. S. A. 11:1-1, et seq.) and the revised Civil Service Rules for the State of New Jersey (N. J. A. C. Title 4), on the other hand, the terms of the latter shall

prevail. Nothing in this Agreement shall be construed as to over-ride current rules and regulations at the respective institutions where the employees are assigned.

### ARTICLE III. RECOGNITION

The County recognizes Local Union No. 68-68A of the International Union of Operating Engineers as the exclusive representative of the following titled employees of the Public Works Department:

Boiler Room Mechanic  
Maintenance Repairman, Boiler Room  
Sewage Plant Operator  
Assistant Chief Stationary Engineer  
Assistant Chief Stationary Engineer-Hospital Center  
Chief Stationary Engineer  
Chief Stationary Engineer, Hospital Center  
Chief Engineer - Grade I  
Stationary Engineer  
Stationary Fireman  
Senior Stationary Engineer

for the purpose of collective negotiations for all employees who serve in the capacity of employment as listed immediately above, during the term of this Agreement, unless changed pursuant to the terms of Chapter 303, Laws of 1968 (N. J. S. A. 34:14A-;).

The County further recognizes that the Union, as the exclusive representative of the aforementioned employees, shall have jurisdiction of the work of those employees as follows:

"Operating and in charge of all steam boilers, stationary, marine, portable, hoisting, gas or electrical engines or any machine that may displace the steam or other engine, all packing and adjusting of refrigeration machines and equipment, including power plant auxiliaries, coming under the supervision of the chief engineer; operation of hand fired, pulverized and automatic stockers and oil and gas burners, and firing and cleaning of boilers, oiling and greasing of engines and pumps and cleaning of engine

and boiler rooms and all power house equipment; all repairs, adjusting, dismantling, assembling, cleaning and maintenance to keep the machines in operation on machines operated by employees covered herein and performed on site of operations shall be performed by employees covered herein; all of the above work shall be done under the direct supervision of the chief engineer and shall be covered work without regard to amount of pressure or load."

#### ARTICLE IV. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the employees referred to in Article III hereof have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all such employees, except as otherwise expressly provided herein.

#### ARTICLE V. SALARIES

See "Schedule A" attached.

#### ARTICLE VI. SHIFT DIFFERENTIAL

A shift differential of fifteen (15) cents per hour shall be paid to all employees on the second shift and seventeen and one-half (17 1/2) cents per hour to all employees on the third shift.

#### ARTICLE VII. WORK WEEK, WORK DAY, OVERTIME

Except for Chief Stationary Engineers and Assistant Chief Stationary Engineers, the work day shall consist of eight (8) consecutive

hours. Overtime shall be paid at the rate of time and one-half for all time worked in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one week.

Current shift assignments shall continue as is. If any employee covered by this Agreement is called back to work outside of his normal shift or called in to work on his regularly scheduled day off, he shall be paid at the rate of time and one-half for all hours worked with a guarantee of a minimum of four (4) hours at time and one-half.

#### ARTICLE VIII. HOLIDAYS

When an employee assigned to those departments operating on an around the clock seven (7) day week is required to work on a day which is a legal holiday or be declared a holiday by the Board of Chosen Freeholders of the County of Essex, then the employee shall, subsequent to the holiday date, be permitted to take off with full pay one day for each such holiday worked, provided however, that should the employee not be permitted to take off a day for each such holiday worked within one year from the date of the holiday, then, within one month following the expiration of said one-year period, said employee shall be paid at the rate of time and one-half for such holiday worked. The current holiday list as approved by Resolution will be expanded in accordance with any declaration of holiday by the Governor of the State of New Jersey.

#### ARTICLE IX. SENIORITY

The principle of job seniority shall prevail in job classification with reference to lay-off, rehires and vacations, provided the remaining or recalled employee can reasonably perform the work as required.

ARTICLE X. DISCIPLINE OF EMPLOYEES

Employees shall be disciplined only for just cause.

ARTICLE XI. BUSINESS AGENT

The duly authorized business agent or officer of the Union shall be permitted to enter the County's premises during all working hours for the purpose of adjusting complaints or ascertaining whether Union standards are maintained, and whether this Agreement is being performed.

ARTICLE XII. SETTLEMENT OF ALL DISPUTES

The Union shop steward and the designated County representative shall attempt to adjust all disputes between the parties.

On failure of settlement, the Union business agent and the designated County representative shall attempt to adjust the dispute.

On failure of settlement, either party may request arbitration provided it entails a question of interpretation, application or enforcement of this Agreement. The arbitrator shall be designated by the New Jersey State Mediation Board. Decision of the arbitrator shall be final. Costs of the arbitrator shall be borne equally.

ARTICLE XIII. VACATIONS

Vacation shall be granted to employees as follows:

One day for each month of service during the remainder of the calendar year following the date of appointment. Thereafter, 12 days up to 5 years of employment.

After 5 years and up to and including 15 years of employment - 15 days.

After 15 years of employment - 20 days.

The employee celebrating his 5th or 15th anniversary will be granted the additional vacation during the year in which he celebrates the anniversary.

#### ARTICLE XIV. LONGEVITY

Longevity increments as currently determined shall be paid within one month of the longevity anniversary, irrespective of whether or not the employee is at his maximum salary.

#### ARTICLE XV. MISCELLANEOUS

Should any employee, through illness, be compelled to lay off, he shall, after recovery, receive his former position. During such illness, the Union shall furnish a satisfactory substitute, if necessary.

Employees under this Agreement shall give at least two weeks' notice of intention to leave their position. If a satisfactory substitute is furnished by the Union previous to the expiration of the two weeks, he may then, in compliance with Civil Service rules, leave his position at such time as the substitute is furnished. In like manner, the County shall give all employees two weeks' notice of lay off or pay in lieu thereof.

Proper sanitary facilities and individual lockers for the clothing of the men shall be furnished by the employer.

All engineers and firemen shall be in possession of a New Jersey Engineers and/or Firemen's License, and no engineer or fireman shall leave his position until he is properly relieved by a licensed engineer or fireman.

ARTICLE XVI. DEDUCTION OF DUES

The County agrees to deduct dues for the Union from the salaries of the employees covered by this Agreement when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by the Union with the appropriate business office of the County. Once an authorization is given, it shall remain in effect unless terminated by the employee upon written notice or termination of the employee.

The filing of a Notice of Withdrawal shall halt deductions as of January 1st, or July 1st, whichever is sooner, next succeeding the date on which the Notice of Withdrawal is filed.

The County shall not be responsible for the collection of dues after the termination of an employee.

ARTICLE XVII. NO STRIKE - LOCK OUT

During the life of this Agreement, there shall be no strike or other like interference with the employer's business and there shall be no lock out on the part of the employer.

ARTICLE XVIII. DURATION OF AGREEMENT

The terms and conditions of this Agreement shall become effective on the day and date appearing on the first page hereof and shall continue in full force and effect until midnight on December 31, 1972.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Deputy Director of the Board of Chosen Freeholders, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution of said party of the first part passed for that purpose, and the said party of the second part has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereunto affixed this 16 day of June, 1972.

COUNTY OF ESSEX

By:

Philip C. Rotondo  
Philip C. Rotondo, Director

ATTEST:

Ruth E. Stevenson  
Ruth E. Stevenson, Clerk of the Board of Chosen Freeholders of Essex County.

LOCAL UNION NO. 68-68A of the INTERNATIONAL UNION OF OPERATING ENGINEERS

By:

John J. Gullivan Business Manager  
Thomas J. Daly President

ATTEST:

Rose B. Zister  
Secretary

Donato Benedetto Recording Secretary  
Vincent J. Gullivan Business Representative



"SCHEDULE A"

<u>POSITION TITLE</u>	<u>SALARY RANGE</u>
Boiler Room Mechanic	\$10,684.00 - \$13,634.00
Maintenance Repairman, Boiler Room	9,084.00 - 12,134.00
Sewage Plant Operator	14,867.00
Assistant Chief Stationary Engineer	12,584.00 - 15,734.00
Assistant Chief Stationary Engineer, Hospital Center	12,584.00 - 16,458.00
Chief Stationary Engineer	13,684.00 - 17,834.00
Chief Stationary Engineer, Hospital Center	14,184.00 - 18,434.00
Chief Engineer, Grade I	18,084.00 - 21,184.00
Stationary Engineer	14,867.00
Stationary Fireman	14,153.00
Senior Stationary Engineer	15,267.00