

~~SECRET~~

THIS DOES NOT
CIRCULATE

R-78-68

RESOLUTION AUTHORIZING THE APPROVAL OF A BARGAINING AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND AN ASSOCIATION OF SHERIFF'S OFFICERS AND CORRECTION OFFICERS

WHEREAS, the County of Gloucester and an Association of Sheriff's Officers and Correction Officers have engaged in collective bargaining negotiations concerning wages, and other conditions of employment; and

WHEREAS, the parties to such bargaining have reached agreement as to the issues involved in such collective bargaining; and

WHEREAS, the Board of Chosen Freeholders of Gloucester County wishes to enter into such an agreement with said Association concerning wages and other issues involved in such negotiations:

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of Gloucester County hereby approve the agreement negotiated by the parties involved therein, a copy of which is attached hereto.

BE IT FURTHER RESOLVED that the Director of the Board of Chosen Freeholders of Gloucester County is hereby authorized and directed to execute same on behalf of the County of Gloucester.

This Resolution shall take effect immediately.

ADOPTED at a meeting of the Board of Chosen Freeholders of Gloucester County held at Woodbury, New Jersey, on Monday, April 10, 1978.

BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER

Donald H. Wagner
Donald H. Wagner, Director

ATTEST:

Franklin S. Hauser
Franklin S. Hauser, Clerk

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Institute of Management and
Labor Relations

SEP 1 1978

RODGERS UNIVERSITY

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PREAMBLE

In consideration of their mutual covenants, the Board of Chosen Freeholders of the County of Gloucester, hereinafter referred to as the Board and Sheriff Officers' and Correction Officers' Association, hereinafter referred to as the Association, agree as follows:

ARTICLE I RECOGNITION

The Board agrees to recognize the Association as the exclusive bargaining agent for full-time employees classified as Sheriff's Officers and Correction Officers, hereinafter termed Officer (s), but excluding all other employees not specifically included above.

ARTICLE II GRIEVANCE PROCEDURE

1. Definitions

- A. Grievance - an allegation by an Officer that a specific provision of this agreement has been violated.
- B. Officer - any member of the bargaining unit.
- C. Employer - The Board of Chosen Freeholders.

2. Purpose

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing contained herein shall be construed as limiting the right of any Officer to discuss his grievance informally with any appropriate member of the Administration, and to have the grievance adjusted without the intervention of the Association.

3. Presentation

The Officer shall have the right to present his grievance on his own or to designate an Association representative to appear with him in accordance with the following steps:

A. Step One

The Officer shall deliver a written and signed grievance to his first level supervisor within ten calendar days of the occurrence of the grievance. The first level supervisor shall render a written decision within ten calendar days after receipt of the grievance.

B. Step Two

In the event a satisfactory settlement has not been reached through Step One procedures, the Officer may file a written, signed grievance with the Elected Sheriff within five calendar days following the receipt of the decision at Step One. The Elected Sheriff shall render a written decision within ten (10) working days after the receipt of the grievance.

C. Step Three

In the event a satisfactory settlement has not been reached through Step Two procedures, the Officer may file the written, signed grievance appeal with the County Administrator within five calendar days following the receipt of the decision at Step Two. The County Administrator shall schedule a hearing before the Board of Chosen Freeholders within fifteen calendar days of receipt of the appeal. The grievant shall be notified of the decision of the Board within ten calendar days of the conclusion of the hearing.

4. Miscellaneous

Failure of an Officer to adhere to the time limits prescribed above is understood to be waiver of any further appeal, and failure of a supervisor, Elected Sheriff, or County Administrator to respond within the required time limits is understood to allow the Sheriff's Officer to process his grievance to the next step of the grievance procedure.

ARTICLE III
CALL-IN TIME

Any Officer who is required to return to work at a time other than his scheduled shift shall be paid a minimum of two (2) hours call-in pay at the appropriate rate (or compensatory time if elected by the Board or its authorized designee) regardless of the amount of time required for such, even if less than 2 hours. Any additional time required for such call-in shall be at the appropriate rate as established by this contract.

ARTICLE IV
WAGES

1. For calendar years 1978 and 1979 the pay scale for each Officer covered by this agreement shall be as follows: Officer - Scale 12.5 as established by the Board of that particular year. In the event that the County should adopt a pay system different from the system utilizing "Scale 12.5", the Officer shall be placed in the new system according to the same procedure used for all other employees whose titles are contained in Pay Scale 12.5. In no case shall the new rate of pay per Officer be less than that established for the calendar year 1978.
2. The placing of an Officer on the proper step of the appropriate pay scale shall be according to the rules, policies, and guide lines determined by the Board.
3. Wages for 1978 shall be retroactive January 1, 1978.
4. Overtime compensation shall be paid in accordance with the current practice at the rate of time and a one half of the Officers hourly wage rate.

ARTICLE V
UNIFORMS

1. All current Officers who have been on payroll at the time of execution of this Agreement shall be provided: one (1) hat, one (1) blouxe or jacket, one (1) necktie, two (2) winter trousers, two (2) onlg sleeve shirts and two (2) short sleeve shirts.
Also, this issue shall be provided to each new Officer hired after execution of this Agreement.

2. Each Officer on the payroll January 1, 1979 shall receive between November 15, 1979 and May 15, 1980: two (2) winter trousers, three (3) long sleeve shirts, three (3) short sleeve shirts and one (1) hat.
3. In addition, a uniform maintenance allowance shall be paid each Officer as follows: A maximum of \$300.00 per annum payable semi-annually at \$150.00 each January and July.

ARTICLE VI
BENEFITS

During the life of the Contract each Officer shall receive the same holidays, sick leave, vaction time, and other direct financial fringe benefits as may be established for all County employees by the Board, including insurance benefits provided under the State Health Benefits Plan.

ARTICLE VII
MANAGEMENT RIGHTS

1. It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedures.
2. It is specifically agreed by the parties that nothing in this Agreement shall change or modify the rights and obligations under Civil Service Laws of the State of New Jersey.

ARTICLE VIII
WAIVER OF CLAUSE

1. The parties agree that all negotiable items have been reduced to writing herein and that this Agreement constitutes the full under-

standing of the parties on all issues.

2. If any provision of this Agreement is held to be illegal, it shall have no cause and effect but all other provisions shall continue in full force for the duration of the Agreement.

ARTICLE IX

LIAISON

1. A committee comprised of a maximum of three (3) county administrators and a maximum of three (3) member Officers or Officer Sergeants, chosen by the Associations, shall meet on at least two (2) occasions each year during the months of April and October. Initiation may be made by either party, in writing, requesting date (s) convenient to both parties, and such letter of initiation shall suggest agenda items of mutual concern for discussion. It is expressly understood by both parties to this Agreement that such meetings are not intended to be negotiation sessions but only for closer communications between the parties. If written request is not made in advance of the months specified above, then it is understood that neither party to this Agreement believes such liaison meeting is necessary. Nothing herein precludes other mutually agreed meetings for better communications.

ARTICLE X

REOPENER PROVISION

If a substantial modification of job function between Correction's Officer and Sheriff's Officer comes about during the 3 years of this Agreement, and if such substantial change is agreed by the County to have taken place, then upon written request by either party the contract will be reopened on this issue only.

ARTICLE XI

DUES DEDUCTION

In accordance with New Jersey Statutes, each Officer may elect to authorize dues deductions in the amount certified to the Board of

Freeholders by the Association. Such dues shall then be forwarded to the agency designated by the Association within one month of such deductions.

ARTICLE XII

DURATION

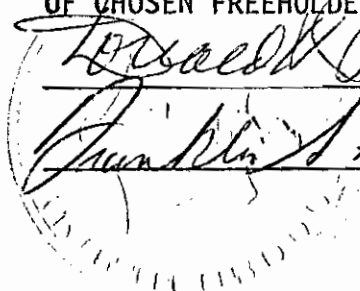
1. This Agreement shall be effective January 1, 1978, and continue in effect until December 31, 1980, subject only to the Association's right to negotiate a subsequent Agreement and except for a wage re-opener for the third year. Negotiations for such reopener shall commence in November, 1979.
2. Negotiation for a subsequent Agreement shall commence during the month of November, 1980, by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.
3. In witness whereof the Board and Association have caused this Agreement to be executed by their representatives, all on the date below:

APR 10 1979

Date

FOR THE GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS

David W. Deane
Charles S. House



CORRECTION AND SHERIFF'S OFFICERS
ASSOCIATION

William E. Hanna III
Michael M. Gunnery

APPENDIX
WAGE SCALE

<u>1978</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>+2%</u>	<u>+3%</u>	<u>+4%</u>
12.5	9,523,	9,999,	10,499,	11,215,	11,692,	12,169,	12,647,	12,900,	13,026,	13,153