

THIS DOES NOT
CIRCULATE

01-02

A G R E E M E N T

B E T W E E N

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

A N D

GLOUCESTER COUNTY DETECTIVES ASSOCIATION

1978
UNIVERSITY

11/77-12/31/79

PREAMBLE

THIS AGREEMENT, entered into by the Gloucester County Board of Freeholders, hereinafter "Board" and Gloucester County Detectives Association, hereinafter, "G.C.D.A.", has as its purpose the promotion of harmonious relations between the Board and G.C.D.A.; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

THE BOARD recognizes the G.C.D.A., as being the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment, except for those expressly granted to the Prosecutor, for all of its employees in the classifications of Investigator, Detective, Identification Officer and Chief Identification Officer, and for such additional classifications as the parties may later agree to include.

ARTICLE II
GRIEVANCE PROCEDURE

1. Definitions

- A. Grievance - an allegation by an employee that a specific provision of this Agreement has been violated.
- B. Employee - any member of the bargaining unit.
- C. Employer - the Board of Chosen Freeholders of the County of Gloucester.

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 their terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without the intervention of the association.

3. Presentation

The employee shall have the right to present his grievance on his own or by an attorney or to designate an association representative to appear with him in accordance with the following steps.

Step I - An employee shall deliver a written and signed grievance to his first level supervisor within ten (10) calendar days of the occurrence of the grievance. The first level supervisor shall render a written decision within ten (10) calendar days after receipt of the grievance.

Step II - In the event a satisfactory settlement has not been reached through Step I procedures the employee may file a written signed grievance with the appointed prosecutor within five (5) calendar days following the receipt of the decision at Step I. The appointed prosecutor shall render a written decision within ten (10) working days after receipt of the grievance.

Article II - cont'd.

Step III - In the event a satisfactory settlement has not been reached through Step II procedures the employee may file two (2) written copies of a signed grievance appeal with the County Administrator within five (5) calendar days following the receipt of the decision of Step II. The County Administrator shall schedule a hearing before the Board of Chosen Freeholders within fifteen (15) calendar days of receipt of the appeal. The grievant shall be notified of the decision of the Board within ten (10) days of the conclusion of the hearing. The decision of the Board shall be final and binding.

ARTICLE III

MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers prerogatives and authority which the said 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 herelo that the management rights set forth above are not subject to the grievance procedures set forth in Article VI hereof.

ARTICLE IV

WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

ARTICLE V

WORK CONTINUITY

The Association agrees that for the life of this contract there shall be no strike, slow down, sick out or other similar concerted action nor shall there be any individual action the purpose of which is to induce the employees to engage in such prohibited activities.

ARTICLE VI

RATES OF PAY

The pay scale for all employees covered by this Agreement shall be as set forth in Schedule A. New or additional employees hired after December 12, 1977 shall be employed on step 1 of the appropriate scales which are shown below:

	<u>1977</u>	<u>1978</u>	<u>1979</u>
INVESTIGATOR	19	20	20
DETECTIVE	19	20	20
IDENTIFICATION OFFICER	19	20	20
CHIEF IDENTIFICA- TION OFFICER	20	21	21

In any case where a more qualified person is available, upon written request of the Prosecutor or Freeholder Chairman of the Department, to the Board for approval, the Board may make such an adjustment in the hiring rate as they deem necessary to properly and justifiably fill a position. Such request shall state reasons for it being made.

Rates of compensation provided for in these regulations are fixed on the basis of full time service in a full time position. If any position is, by action of the Board established on a basis of less than full time service, or if, with the approval of the Board, the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position, (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

SCHEDULE A

The yearly salary for each member of this bargaining unit shall be in accordance with the following:

	<u>1977</u>		<u>1978</u>		<u>1979</u>	
	<u>Scale</u>	<u>Step</u>	<u>Scale</u>	<u>Step</u>	<u>Scale</u>	<u>Step</u>
BROUGHTER, H.	20	6	21	6	21	7
BYRD, J.	19	7	20	7	20	7 + 2%
* CHANDLER, R.	19	6	20	6	20	7
CRAMER, H.	19	6	20	6	20	7
DUMONT, L.	19	6	20	6	20	7
* FERRIS, R.	19	6	20	6	20	7
FRAMBES, J.	19	7	20	7	20	7 + 2%
GENOVESE, P.	19	7	20	7	20	7 + 2%
GIORDANO, A.	19	5	20	5	20	6
HARRELL, D.	19	7	20	7	20	7 + 2%
HENRY, R.	19	7	20	7	20	7 + 2%
PHILPOT, H.	19	4	20	4	20	5
PLUGUEZ, M.	19	7	20	7	20	7 + 2%
REEVES, N.	19	7	20	7	20	7 + 2%
* ROWAND, R.	19	2	20	2	20	3
STANGER, J.	19	3	20	3	20	4
* WATSON, T.	19	6	20	6	20	7
MECHTER D.	19	7	20	7	20	7 + 2%
WILDES, W.	19	7	20	7	20	7 + 2%
WRIGHT, J.	19	6	20	6	20	7

All monies due under this Agreement shall be paid by the next pay period after the signing of this Agreement and retroactive to January 1, 1977.

Determination of the amount appropriate to the scales and steps for 1978 and 1979 shall reside solely with the Gloucester County Board of Chosen Freeholders.

*Effective date of appointment as either Detective, Investigator or Identification Officer, whichever is applicable.

ARTICLE VII

MEDICAL INSURANCE

There shall be no change in the Group Hospital Plan presently maintained and paid for by the Board on behalf of the employees except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with the G.C.D.A.

ARTICLE VIII

FRINGE BENEFITS

Clothing/Maintenance Allowance

All persons covered by this Agreement will receive \$200.00 per year clothing/maintenance allowance payable for 1977, for 1978 on June 30, 1978 and for 1979 on June 30, 1979. For the second and third year of this Agreement, clothing/maintenance allowance shall be \$250.00 for 1978 and \$300.00 for 1979.

Automobile

Automobiles shall be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his vehicle, at any time, for County business, he will be reimbursed at the rate of fifteen cents (.15) per mile, or at any increased rate as may be granted by the Employer.

Fringe Benefits

All employees in the bargaining unit will retain all of the fringe benefits listed in the current county personnel manual for the duration of this Agreement.

ARTICLE IX

GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and un-enforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the Board of Freeholders and G.C.D.A. may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum seven (7) day advance notice will be given by G.C.D.A. or the Board.

EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or legal union activities.

LIAISON

A maximum of three (3) representatives of the G.C.D.A. and three (3) representatives for the Gloucester County Board of Chosen Freeholders shall meet at a time of mutual convenience to both parties, during March and September, to discuss substantive problems of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party, and such written notification shall explicitly list the item (s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting (s) are not intended to be negotiation sessions.

ARTICLE X

TERMINATION

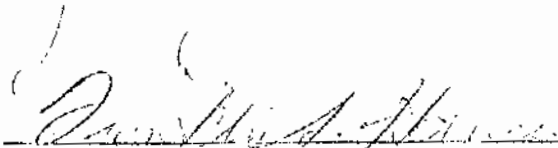
This Agreement shall be effective as of the 1st day of January, 1977 and shall remain in full force and effect until the 31st day of December, 1979. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted without express written approval of both parties.

Signed this 12th day of December, 1977.

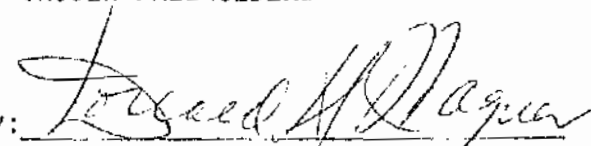
ATTEST:


FRANKLIN S. HAUSER, CLERK

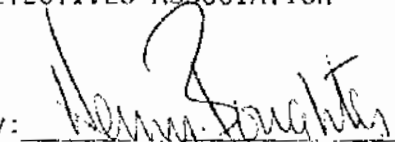
ATTEST:

FRANKLIN S. HAUSER, CLERK

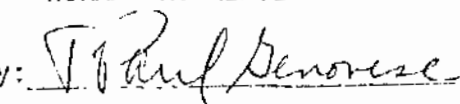
GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS

By: 
DONALD H. WAGNER, DIRECTOR

GLOUCESTER COUNTY
DETECTIVES ASSOCIATION

By: 
HENRY J. BOUGHTER

By: 
NORMAN H. REEVES

By: 
T. PAUL GENOVESE