

A G R E E M E N T

B E T W E E N

GLOUCESTER COUNTY PROSECUTOR

A N D

P.B.A. LOCAL # 122

(Detective/Investigators)

X January 1, 1983 - December 31, 1983

ARTICLE I

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 Prosecutor 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 P.B.A. #122.

3. Presentation

The employee shall have the right to present his grievance on his own, or by an attorney, or to designate a representative of P.B.A. 122 to appear with him in accordance with the following steps.

Step I - An employee shall deliver a written and signed grievance to their Captain within ten (10) calendar days of the occurrence of the grievance. The Captain 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 Prosecutor, or his Designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor or his Designee, shall render a written decision within ten (10) working days after receipt of the grievance. The decision of the employer shall be final and binding.

ARTICLE II

MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said employer now has or had prior to the signing of this Agreement, are retained by the employer 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 set forth in Article I hereof.

ARTICLE III

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 IV

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 V

RATES OF PAY

The pay scale for all employees covered by this Agreement, shall be as set forth in Schedule A.

In any case where a more qualified person is available, the employer may make such an adjustment in the hiring rate as deemed necessary to properly and justifiably fill a position.

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 established on a basis of less than full time service, or if 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.

All monies shall be retroactive to January 1, 1983. All back monies owed from January 1, 1983 to signing of contract will be payable by the County of Gloucester no later than June 2, 1983.

SCHEDULE A

1. Minimum Starting Salary 0-12 mos. (No police experience)	\$16,120.00
2. 5th Class Det/Inv. 0-12 mos. (Prior police experience)	\$19,553.04
3. 4th Class Det/Inv. 12-24 mos.	\$21,285.68
4. 3rd Class Det/Inv. 24-36 mos.	\$23,018.32
5. 2nd Class Det/Inv. 36-60 mos.	\$24,750.96
6. 1st Class Det/Inv. 60 mos. +	\$26,486.72
County Chief Identification Officer	\$27,267.76

The above are minimum pay scales for the above categories. The Prosecutor shall retain the right to hire any person at a starting salary at any level based on his discretion, but in no event, not to exceed 1st Class Det/Inv. pay. In the case of an employee hired at Step 1. (without police experience), that employee shall proceed through the step guide in full progression. That is, that the next step shall be Step 2. (\$19,553.04).

The above pay scales are based on accumulated time as an Investigator and/or Detective with the Gloucester County Prosecutor's Office.

Increments shall be automatic, effective on January 1 following the appropriate anniversary date of the employee.

DETECTIVE/INVESTIGATOR1983 SALARY

Byrd, John V.	\$ 26,486.72
Henry, Richard C.	26,486.72
Pluguez, Michael J.	26,486.72
Genovese, Paul T.	26,486.72
Frambes, James	26,486.72
Wildes, William J.	26,486.72
Wechter, Donald H.	26,486.72
Reeves, Norman H.	26,486.72
Dumont, Lloyd F.	26,486.72
Cramer, Melvin A.	26,486.72
Wright, Jeffrey C.	26,486.72
Chandler, Richard C.	26,486.72
Ferris, Robert	26,486.72
Watson, Thomas T.	26,486.72
Philpot, Herman	26,486.72
Boughter, Henry	27,267.76
Reese, Nadine A.	24,750.96
Marino, Michael	21,285.68
McGough, William	22,142.00
Szolack, Joseph T.	21,285.68
Rowand, Robert P.	26,486.72

This shall represent placement and 1983 salaries on the preceding guide for the unit employees.

ARTICLE VI

SICK LEAVE

All Employees shall be credited with sick leave on the following basis:

One(1) day per full month during the initial calendar year of his/her employment; and one and one-quarter (1¼) sick days per full month for each subsequent calendar year thereafter.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, foster child and grandchild.

Such bereavement leave shall be deducted from annual sick leave.

ARTICLE VII

VACATIONS

All full-time employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment:

One (1) working day of vacation for each full month of service.

During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls:

Twelve (12) working days of vacation.

During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATEVACATION DAYS

Jan. 1 - Feb. 22	15
Feb. 23 - Apr. 15	14½
Apr. 16 - June 6	14
June 7 - July 28	13½
July 29 - Sept. 18	13
Sept. 19 - Nov. 9	12½
Nov. 10 - Dec. 31	12

During each succeeding year, through the calendar year, prior to the year in which the 12th anniversary falls:

Fifteen (15) working days of vacation.

During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATEVACATION DAYS

Jan. 1 - Feb. 3	20
Feb. 4 - Mar. 8	19½
Mar. 9 - Apr. 10	19
Apr. 11 - May 13	18½
May 14 - June 15	18
June 16 - July 18	17½
July 19 - Aug. 20	17
Aug. 21 - Sept. 22	16½
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27	15½
Nov. 28 - Dec. 31	15

During each succeeding year through the calendar year, prior to the year in which the 20th service anniversary falls:

Twenty (20) working days of vacation.

During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATEVACATION DAYS

Jan. 1 - Feb. 3	25
Feb. 4 - Mar. 8	24½
Mar. 9 - Apr. 10	24
Apr. 11 - May 13	23½
May 14 - June 15	23
June 16 - July 18	22½
July 19 - Aug. 20	22
Aug. 21 - Sept. 22	21½
Sept. 23 - Oct. 25	21
Oct. 26 - Nov. 27	20½
Nov. 28 - Dec. 31	20

Each succeeding year would receive thereafter:

Twenty-five (25) working days of vacation.

Where, in any calendar year, the vacation leave, or any part of it is not taken by the employee, such vacation leave, or parts thereof, shall accumulate and shall be granted during the next succeeding calendar year only.

An employee shall be allowed to carry over the preceding year's earned vacation leave.

Upon the death of an employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

An employee retiring, or otherwise separating, shall be entitled to pro-rata allowance for the current year in which the separation, or retirement, become effective. Any vacation leave, which may have been carried over from the preceding calendar year, will be included.

ARTICLE VIII

HOLIDAYS

There shall be a minimum of fourteen (14) holidays per year, in accordance with the schedule to be determined by the County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the employer.

ARTICLE IX

EXPENSES

Members of this unit shall be entitled to compensation of all reasonable expenses incurred while in the performance of his/her duties, provided receipts for items purchased are produced.

All unit employees shall be compensated the basic rate charged by New Jersey Bell Telephone for the price of one(1) telephone. All toll calls related to the performance of the job shall also be reimbursed by the employer. All expenses submitted are subject to review of the Prosecutor or his designee.

ARTICLE X

HOURS OF WORK

The work period for all unit members shall be considered to be seventy-two (72) hours during each two (2) week period.

ARTICLE XI

OVERTIME COMPENSATION

That the first eight (8) hours worked during any such two (2) week period, in excess of seventy-two (72) hours, shall be compensated for by means of straight time release (compensatory) time.

That for all hours worked, in excess of eighty (80) hours during any such two (2) week period, the unit members shall receive straight time wages. All compensatory time acquired shall be used within a thirty (30) day period, unless permission to extend the period is granted from Supervisory Personnel.

ARTICLE XII

STANDBY COMPENSATION - PAY

If any unit employee is required to be on week-end standby, such employee shall be compensated seven (7) hours compensatory time. If the employee is called out, in addition to the seven (7) hours compensatory time, the employee shall be paid straight time for additional hours worked, if the time exceeds the eighty(80) hours in any such two (2) week period.

If any unit member is required to be on week-end standby, wherein a holiday proceeds or precedes the weekend, the employee shall be compensated seven (7) hours compensatory time. The employee will also be given three and one-half (3½) additional hours compensatory time and straight hours for the holiday. If the employee is called out, he will receive straight time for additional hours worked.

ARTICLE XIII

CLOTHING - MAINTENANCE ALLOWANCE

All persons covered by this Agreement will receive three hundred fifty dollars (\$350.00) per year clothing/maintenance allowance payable for 1983 prior to July 1, 1983. New hires shall be pro-rated.

ARTICLE XIV

AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may 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 18.5 cents per mile, or at any increased rate as may be granted by the employer.

ARTICLE XV

HEALTH BENEFITS

The employer agrees to continue the following insurance coverage for each employee and his or her family:

- a) Blue Cross, Blue Shield, Major Medical and Rider J (or equivalent, as contained in the State Health Benefits Plan);

There shall be no change in the Group Hospital Plan presently maintained and paid for by the Board of Freeholders 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 PBA Local 122.

The employer shall allow employees, upon retirement, to elect participation in the employer's Health Group Insurance Coverage Plans. The retired employee shall compensate for such costs prior to Pension Disbursement.

- b) A \$1.50 co-payment prescription plan (current plan or equivalent);

c) A vision care plan (current plan or equivalent).

The employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer/employee contributions as required by law.

ARTICLE XVI

LEAVE OF ABSENCE

SECTION 1. Disability due to pregnancy shall be considered as any other disability in accordance with Federal Law.

SECTION 2. Leaves of absence without pay may be granted for a period not to exceed six (6) months with expressed written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that child care leave for care of an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

ARTICLE XVII

OUTSIDE EMPLOYMENT

No employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or his expressed Designee. Such approval shall not be unreasonably withheld.

ARTICLE XVIII

GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable 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 employer and P.B.A. 122 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 P.B.A. #122 or the employer.

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 P.B.A. #122 and three (3) representatives for the employer shall meet at a time of mutual convenience to both parties, during March and September to discuss substantive 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 XIX


This Agreement shall be effective as of the ^{1st} day of ~~JANUARY~~ and shall remain in full force and effect until the 31st day of December 1983.

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 ^{26th} day of ^{April} 1983.



ALVIN G. SHPEEN, PROSECUTOR



P.B.A. #122


P.B.A. #122

