



STORAGE

Atlantic

ATLANTIC COUNTY

DEPARTMENT OF ADMINISTRATIVE SERVICES
SUITE 724
1125 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401
(609) 345-6700

ALBERT V. RUGGIERO
DEPARTMENT HEAD

LABOR AGREEMENT

BETWEEN

THE COUNTY OF ATLANTIC, *County of*

AND

ATLANTIC COUNTY PROSECUTOR'S OFFICE

PBA LOCAL #77

(Detectives and Investigators)

1983 - 1984

LIBRARY
Institute of Management and
Labor Relations
AUG 31 1984
RUTGERS UNIVERSITY

Revised Draft - May 24, 1983

** January 1989 Dec 24 1984*

A G R E E M E N T

THIS AGREEMENT, entered into this day of June 1983, by and between the COUNTY OF ATLANTIC and the ATLANTIC COUNTY PROSECUTOR'S OFFICE, hereinafter referred to as COUNTY, and P.B.A. LOCAL #77, representing the Detective Division of the Atlantic County Prosecutor's Office, hereinafter referred to as LOCAL:

WITNESSETH:

WHEREAS, Local represent the Detective Sergeants, Investigator I, Detectives, and Investigators working for the Atlantic County Prosecutor's Office; and

WHEREAS, the parties hereto desire to assure sound and mutually beneficial economic relationships between the parties hereto; to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- - ARTICLE I

RECOGNITION AND DEFINITION

The employer recognizes the Local as the sole and exclusive bargaining representative for Detective Sergeants, Investigators, Detectives and Investigator I of the Atlantic Prosecutor's Office. All positions above the rank of Sergeant to and including the Chief of County Detectives shall be excluded from this unit. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees covered by this agreement established by the Laws of 1968, Chapter 303, Article 2.

ARTICLE II

PAY WEEK AND OVERTIME

The normal work week shall consist of thirty-five (35) hours, Monday through Friday, with one (1) unpaid hour for lunch. The normal work shift shall be from 8:30 AM till 4:30 PM.

Overtime worked between 35 and 40 hours weekly shall be paid at straight time (1X). All overtime worked after 40 hours per week shall be paid at time and one-half (1 1/2X) the employees regular rate of pay exclusive of longevity pay and/or supervisory stipend.

The assignment of overtime will be the exclusive responsibility of the County Prosecutor or his duly authorized representative(s).

Eight (8) hour shifts will not be split to avoid payment of overtime as described in this agreement. Any employee who is called into work during his off duty time, shall receive a minimum of 3.5 hours of pay to be paid at the overtime rate as stipulated above.

ARTICLE II

PAY WEEK AND OVERTIME

(continued)

Individuals assigned to attend job related schools during normal work hours will be provided the normal daily rate of pay.

Individuals who are assigned to extraditions or other job related trips, will be compensated for actual hours worked. There shall be no payment for sleep or recreation time.

If an individual is placed in a work situation where his/her freedom of movement between work and home is restricted (i.e., protective detail, extended surveillance, etc.), the individual will be paid for all hours actually assigned to the specific project.

Vacation, personal days, sick days and holidays will be considered time worked for computing overtime.

Should an individual work any shift other than the normal Monday to Friday, 8:30 AM to 4:30 PM shift, and work in excess of thirtyfive (35) hours per week, he/she shall be compensated in the same manner as described above.

ARTICLE III

WAGES AND LONGEVITY

The following salary scales shall become effective on January 1 of the respective year:

<u>Category</u>	<u>1983</u>	<u>1984</u>
Investigator, 0-1 years	15,700	20,000
Investigator, 1-2 years	20,100	21,700
Investigator, 2-3 years	21,200	22,900
Investigator, 3-4 years	21,900	23,700
Investigator, 4-5 years	22,800	24,600
Investigator, over 5 years	23,400	25,300
Investigator I	25,600	27,600
Detective Sergeant	25,600	27,600
Detective	24,400	26,400

In the Investigator categories up to five (5) years of service, the individual will move to the next in-service step on one of the four(4) anniversary dates as detailed further in this article.

ARTICLE III

WAGES AND LONGEVITY

(continued)

Appointments to the promotional position of Investigator I shall be made at the discretion of the Atlantic County Prosecutor and shall be considered as a final discretionary step for those individuals who have over five (5) years of service and who have in the opinion of the Prosecutor, merited such consideration.

Longevity will be paid on the following basis:

<u>YEARS OF SERVICE</u>	<u>1983 - 1984</u>
After 4 years	\$500
After 7 years	700
After 10 years	900

Longevity will be paid in a lump-sum check to be issued on the first Friday in December of each year. Longevity shall be prorated by anniversary dates and/or date of severance from the service of the employer.

ARTICLE III.

WAGES AND LONGEVITY

(continued)

After the initial calendar year of hire, each employee will be given an anniversary date for purposes of salary increase and longevity as follows:

<u>Hire Date</u>	<u>Anniversary Date</u>
January 1 - February 15	1/1
February 16 - March 31	4/1
April 1 - May 15	4/1
May 16 - June 30	7/1
July 1 - August 15	7/1
August 16 - September 30	10/1
October 1 - November 15	10/1
November 16 - December 31	1/1 (next)

Members of the bargaining unit who are assigned supervisory responsibilities shall be paid a stipend in the amount of \$500 for 1983 and \$1,000 for 1984. This stipend shall not be considered part of annual salary for the purposes of OT, pension, etc. but shall be taxed as wages for the purpose of federal & state withholding, FICA and SUI. Supervisory assignments and reassignments shall be made at the discretion of the Prosecutor. The stipend shall be pro-rated by date of assignment, date of severance from service or LAW. Stipends shall be paid in a lump sum on the first Friday in December.

ARTICLE IV

INSURANCE

There shall be no change in the Group Hospital Medical Plan presently maintained and paid for by the County of Atlantic on behalf of the employees covered by this agreement, except in the case of a new plan that is the equivalent to or better than the present plan, and is accepted by the Local.

A Prescription Drug Plan will be provided to employees and their eligible dependents. Eligible dependents will include the employees spouse (unless legally separated) and unmarried children under age 19 who live with the employee in a regular parent-child relationship. Employees will be required to pay the required \$2.00 copayment. The copayment will be reduced to \$1.00 effective 7/1/83.

A Dental Plan will be provided to employees and their eligible dependants which shall be equal to or better than the plan presently provided through the Atlantic Dental Foundation.

Effective 7/1/83, employees and their eligible dependents shall be provided with a vision care/optical program which shall be equal to or better than the plan presently provided through the OF Optical Company.

ARTICLE V

SICK LEAVE

Employees covered by this agreement shall be granted the following sick leave with pay:

One working day sick leave with pay for each month of service with the County of Atlantic, commencing with the date of permanent appointment, up to and including December 31 next following such date of appointment, and then fifteen days sick leave with pay for each calendar year thereafter.

If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay if and when needed.

Sick leave for purposes herein defined to mean absence from duty of the employee because of personal illness for which the employee is unable to perform the usual duties of his/her position, the exposure to a contagious disease, or the short period of emergency attendance,

ARTICLE V

SICK LEAVE

(Continued)

upon the member of his/her immediate family who is ill and requires the presence of such employee.

If an employee is absent for five consecutive working days for any of the reasons set forth above, the Atlantic County Prosecutor shall require acceptable evidence of the illness to be provided by the employee on the prescribed form. The nature of the illness and the anticipated length of time that the employee will be absent from work should be stated on a doctor's certificate.

Where evidence exists that sick leave is being abused, the Prosecutor may require acceptable medical documents to substantiate the illness at any time, notwithstanding the five day limitation set forth above.

An employee who does not expect to report for work because of illness, or for any of the other reasons acceptable for use of sick leave, will notify his/her immediate supervisor by telephone or personal message, within one (1) hour of the start of his/her work day.

ARTICLE V

SICK LEAVE

(Continued)

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health.

The total years of service after permanent appointment of each employee in Civil Service, and all unclassified permanent employees, shall be considered in computing accumulated sick leave due and available.

Temporary employees shall be entitled to one (1) working day's sick leave with pay for each month served per annum during temporary full time employment.

Once each year, on or before January 15, the Local shall be notified of the number of unused sick days and vacation days credited to each employee covered under this agreement.

Employees covered by this agreement may contribute one day per year to a sick bank. The bank may be used by,

ARTICLE V

SICK LEAVE

(Continued)

employees covered by this agreement who have no accumulated sick leave. Approval for use of the sick bank must be authorized by the Atlantic County Prosecutor. In the event that all pool days are utilized, members of the bargaining unit can utilize time from the central county sick bank provided time is repaid consistent with existing procedures.

Employees who transfer into the Atlantic County Prosecutor's Office from other law enforcement agencies located within Atlantic County, shall be given credit for accumulated sick leave up to a maximum of twelve (12) days. Verification of the sick leave must be forwarded to the Personnel Director of Atlantic County by authorized letter from the previous employer.

ARTICLE VI

WORKER'S COMPENSATION

When an employee of the Atlantic County Prosecutor's Office is injured on duty during regularly scheduled working hours, he/she will be entitled to Worker's Compensation benefits as set forth by NJ State Statute.(NJSA 34:15).

ARTICLE VII

LEAVE OF ABSENCE

Leaves of absence for employees covered by this agreement shall be granted as provided in the Civil Service Statutes and Rules and Regulations, except as otherwise expanded herein.

Any employee who is a member of the National Guard or Reserves of the Armed Forces of the United States of America, and is required to undergo field training shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave granted the employee, provided that the employee presents the official notice of training from his/her commanding officer prior to the effective date of the leave of absence. No military leave of absence shall exceed two (2) weeks in any given calendar year.

A permanent employee holding a position in the unclassified or classified service who is temporarily incapacitated (either physically or mentally) to perform his/her duties; or who desire to engage in a course of study that will increase his/her usefulness to the Atlantic County Prosecutor's Office on their return to service; or for any other reason considered valid by the Atlantic County Prosecutor; may be granted a special leave of

ARTICLE VII

LEAVE OF ABSENCE

(continued)

absence without pay for a period not to exceed six (6) months. Any employee seeking such leave without pay, shall submit his/her request in writing to the Prosecutor stating the reasons for the request, the date that he/she desires to begin the leave, and the probable date that the leave will terminate.

ARTICLE VIII

PERSONAL DAY

Each employee covered by this agreement shall be granted two (2) personal days per annum in 1983 and 1984. Personal days must be used in the year earned and cannot be carried forward.

Newly hired employees shall receive a pro-rata share of their personal leave days during their first year of employment as follows:

Before 4/1	2 days
Before 7/1	1 days
Before 10/1	.5 days

ARTICLE IX

HOLIDAYS

All employees covered by this agreement shall be entitled to all holidays proclaimed by the County of Atlantic for employees generally in the Civil Service of the County of Atlantic.

If additional holidays are declared by the County Executive or the Governor of the State of New Jersey, the employees covered by this agreement will be granted the same.

Employees shall receive their regular seven (7) hours of pay for all designated holidays. All holidays shall be deemed as days worked for the purpose of computing overtime.

Employees who work on a holiday shall receive, in addition to their regular holiday pay of seven (7) hours, time and one half (1 1/2) their regular straight hourly rate of pay for all hours worked.

ARTICLE IX

HOLIDAYS

(Continued)

The following days shall be recognized as holidays:

1. NEW YEAR'S DAY
2. MARTIN LUTHER KING'S BIRTHDAY
3. WASHINGTON'S BIRTHDAY
4. LINCOLN'S BIRTHDAY
5. GOOD FRIDAY
6. MEMORIAL DAY
7. FOURTH OF JULY
8. LABOR DAY
9. COLUMBUS DAY
10. VETERAN'S DAY
11. THANKSGIVING DAY
12. CHRISTMAS DAY
13. GENERAL ELECTION DAY

ARTICLE X

VACATIONS

Employees covered by this agreement shall be entitled to the following annual vacation with pay during each calendar year:

Up to one year of service with the Atlantic County Prosecutor's Office, one (1) working day's vacation for each month of service.

After one year of service with the Atlantic County Prosecutor's Office, and up to five (5) years of service, fifteen (15) working days vacation.

After five (5) years of service, twenty (20) working days of vacation.

Unused vacation days may be carried over into the following calendar year up to the amount earned during the previous year. In the event that the employee is unable to utilize his/her vacation time due to work load, he/she will be able to carry over up to two (2) years of vacation days into the next calendar year.

ARTICLE XI

MANAGEMENT RIGHTS

The Atlantic County Prosecutor shall have the right to determine the standard of service to be offered to the citizens of Atlantic County and to determine the standard of selection for employment, subject to the rules and regulations of the Civil Service Commission, or as provided by law; to direct his employees; to maintain the efficiency of his operations; and exercise control and discretion over the organization of the department and the technology of performance.

ARTICLE XII

GRIEVANCE PROCEDURE

A grievance is defined as anything concerning the interpretation, application, or violation of policies, agreements, administrative decisions affecting employees covered by agreement.

All grievances shall be filed and processed through Local #77. The following steps shall be observed:

Step 1. The grievance shall be submitted in writing to the immediate supervisor of the grievant within ten calendar days of the occurrence of the grievance. The immediate supervisor shall submit a written answer to the Local representative of the grievant within (7) calendar days of the submission date of the grievance.

Step 2. If the grievance is not satisfactorily adjusted at Step 1, the Local may appeal to the Chief of C Detectives within five (5) calendar days after receipt of the written answer in Step 1. The Chief of C Detectives will review the grievance and answer by submitting in writing, his position within five (5) calendar days of the submission of the grievance to Step

ARTICLE XII
GRIEVANCE PROCEDURE

(Continued)

Step 3. If the grievance is not satisfactorily adjusted at Step 2, the Local may appeal to the County Prosecutor within five (5) calendar days after receipt of the written reply in Step 2. The County Prosecutor shall submit a written answer to the grievance within five (5) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this agreement may proceed directly to Step 3 of the Grievance Procedure.

Binding Arbitration- disputes concerning an interpretation, application or violation of a term or condition of the agreement which affects the income, hours or economic fringe benefits of the employee may be submitted to an arbitrator selected through the Public Employment Relations Commission, whose decision shall be binding upon the parties. The expense of such arbitration shall be borne equally by the parties. No other disputes may be submitted to such binding arbitration.

All constitutional and statutory authority of the Prosecutor is incorporated by reference into this agreement. Nothing in this agreement shall affect the right of the Prosecutor to discipline and discharge an employee. Procedures for resolving grievances are fully set forth herein.

ARTICLE XIII

PBA REPRESENTATION

The PBA Shop Steward shall be released from duty for such meetings as are mutually scheduled for the processing of grievances.

The PBA shall be permitted to utilize not more than five (5) officers for such negotiation meetings as are mutually scheduled with no loss of pay.

The employer will give release time with pay to duly authorized union officials to attend special conferences/conventions not to exceed five (5) days in the aggregate per annum.

ARTICLE XIV

MISCELLANEOUS ITEMS

The County will provide credit cards to the County Prosecutor who will make them available to the employees covered by this agreement, for use on extraditions, trips and other uses as approved by the Prosecutor. The administration control and utilization of the credit cards will be at the Prosecutor's discretion.

The County will provide a petty cash fund in the amount of \$500 to be used at the discretion and under the administration of the Prosecutor. The fund will be replenished on a semi-monthly basis.

The County will print, at no expense to the employee, 250 business cards. Requests for additional cards will be forwarded to the Department of Administrative Services as needed.

The County will provide a clothing allowance in the amount of \$200 in 1983 and 1984 to all represented employees to be paid in a lump-sum on the first Friday in December and will be pro-rated by anniversary date and/or date of severance from the service of the employer.

ARTICLE XIV

MISCELLANEOUS ITEMS

(continued)

The pistol range shall be opened at the discretion of the Prosecutor to allow for in-service training in preparation for qualification. If during the term of this agreement, the Local considers the amount of time available on the range to be inadequate, this Article may be re-opened.

ARTICLE XV

DURATION AND TERMINATION

This agreement between the County of Atlantic and PBA Local #77 shall commence January 1, 1983 and terminate on December 31, 1984.

Negotiations for a successor contract shall commence not later than August 1, 1984.

All provisions of this agreement will continue in effect until a successor agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their proper officers and the proper seals to be affixed this day of June 1983.

FOR ATLANTIC COUNTY:

FOR PBA LOCAL #77:

CHARLES D. WORTHINGTON
County Executive

STEPHEN TERRY
President PBA

JOSEPH FUSCO
County Prosecutor

RAYMOND BOLLIS JR.

ALBERT V. RUGGIERO
Department Head, Admin. Serv.

JOSEPH KHOURY

WILLIAM McINTYRE

HARRY MEYERS