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AGREEMENT

THIS AGREEMENT made this 11th day of June, 1970

between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF UNION, hereinafter called "Employer", and PATROLMEN'S BENEVOLENT ASSOCIATION, SHERIFF'S OFFICERS OF UNION COUNTY, LOCAL NO. 108, INC., hereinafter called the "P.B.A."

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employess of the Employer recognized as being represented by the P.B.A. as follows:

ARTICLE I

RECOGNITION

THIS BOOK DOES NOT CIRCULATE

Section 1.

The Employer hereby recognizes the Patrolmen's Benevolent Association, Sheriff's Officers of Union County, Local No. 108, Inc. as the exclusive representative for all its Court Attendants, Identification

Officers, Identification Clerks, Correction Officers and Correction Matrons, Sheriff's Officers-Sergeants and Deputy Warden's County Jail at its location at the Court House in Elizabeth, New Jersey.

[Handwritten signatures and initials]

ARTICLE II

PAYROLL DEDUCTION OF P.B.A. DUES

Section 1.

The Employer agrees to deduct from the salaries of each employee who is a member of the P.B.A., under this Agreement, dues for the Patrolmen's Benevolent Association, Sheriff's Officers of Union County, Local No. 108, Inc., when authorized in writing to do so by each P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with the appropriate business office of the Employer.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE IV

NO STRIKE

Section 1.

There shall be no strikes, work stoppages or slow-downs of any kind during the life of this Agreement. No officer or representative of the

P.B.A shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this article.

Section 2.

The P.B.A. will not schedule any membership meeting or demonstra-

tion which may have the same effect as a strike or work stoppage.

Section 3 The Employer agrees not to lock out the employees during the term of this agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to wages, hours of work or other conditions of employment, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with the Sheriff of Union County or his designated representative. A hearing on the grievance shall be held between the

Sheriff of Union County or his designated representative and the aggrieved party and the P.B.A.'s designated representative. The Sheriff of Union County will render a final decision in writing within five (5) working days.

Section 2.

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4.

Any employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the P.B.A. When an employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE VI

SALARIES

Section 1.

Effective January 1, 1970, the schedule for all employees of the Employer recognized as being represented by the P.B.A. shall be as follows:

COURT ATTENDANT - \$7,800. - \$9,300.

1st step - \$8,100

2nd step - 8,400

3rd step - 8,700

4th step - 9,000

5th step - 9,300

COUNTY CORRECTION OFFICER - \$8,000 - \$9,500

1st step - \$8,300

2nd step - 8,600

3rd step - 8,900

4th step - 9,200

5th step - 9,500

COUNTY CORRECTION MATRON - \$8,000 - \$9,500

1st step - \$8,300

2nd step - 8,600

3rd step - 8,900

4th step - 9,200

5th step - 9,500

IDENTIFICATION OFFICER - \$8,300 - \$9,800

1st step - \$8,600

2nd step - 8,900

3rd step - 9,200

4th step - 9,500

5th step - 9,800

IDENTIFICATION CLERK - \$6,700 - \$7,700

1st step - \$6,900

2nd step - 7,100

3rd step - 7,300

4th step - 7,500

5th step - 7,700

Effective January 1, 1971, the salary schedule for all employees of the Employer recognized as being represented by the P.B.A. shall be as follows:

COURT ATTENDANT - \$8,600 - \$10,100

1st step - \$8,900

2nd step - 9,200

3rd step - 9,500

4th step - 9,800

5th step - 10,100

COUNTY CORRECTION OFFICER - \$8,800 - \$10,300

1st step - \$9,100

2nd step - 9,400

3rd step - 9,700

4th step - 10,000

5th step - 10,300

COUNTY CORRECTION MATRON - \$8,800 - \$10,300

1st step - \$9,100

2nd step - 9,400

3rd step - 9,700

4th step - 10,000

5th step - 10,300

IDENTIFICATION OFFICER - \$9,100 - \$10,600

1st step - \$9,400

2nd step - 9,700

3rd step - 10,000

4th step - 10,300

5th step - 10,600

IDENTIFICATION CLERK - \$7,500 - \$8,500

1st step - \$7,700

2nd step - 7,900

3rd step - 8,100

4th step - 8,300

5th Step - 8,500

Section 2.

Salaries for Sheriff's Officers, Sergeant and Deputy Warden's for 1970 and 1971 shall be in accordance with Appendix A attached hereto and made part hereof.

The salary schedules shall consist of six (6) steps:

- (a) Step progression is based on merit consideration.
- (b) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.
- (c) Part time employees shall receive an amount pro-rated in accordance with the salary range for their position.

Section 3.

Adjustments in rates of pay:

- (a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the

employee has completed one (1) year of service in the title hired for or promoted into.

- (b) Employees who have more than one (1) year of service in their classification will possess an anniversary date of employment or promotion between January 1 and June 30, shall receive their salary increments as of January 1, 1970.
- (c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their salary increments as of July 1, 1970.

ARTICLE VII

LONGEVITY

Section 1.

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

ARTICLE VIII

AUTOMOBILE ALLOWANCE

Section 1.

Effective January 1, 1970, all Court Attendants who are assigned to a district and required to use their own cars to serve official papers of the Sheriff's Office shall receive the sum of \$35.00 per month as an automobile allowance.

Effective January 1, 1971, all Court Attendants who are assigned to a district and required to use their own cars to serve official papers of the Sheriff's Office shall receive the sum of \$40.00 per month as an automobile allowance.

ARTICLE IX

RETENTION OF EXISTING BENEFITS

Section 1.

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement, including but not limited to any rights, benefits and privileges bestowed upon the employees by the laws of the United States or the laws of the State of New Jersey.

ARTICLE X

LEGAL AID

Section 1.

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the Employer.

ARTICLE XI

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

The Employer shall provide Personal Injury Liability insurance, *False Arrest* *Insurance* coverage for all employees.

ARTICLE XII

DISCRIMINATION OR COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the P.B.A because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed color, age, sex or national origin.

ARTICLE XIII

SAVINGS CLAUSE

Section 1.

In the event that any Federal or State legislation, governmental regulation or Court decision cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XIV

MISCELLANEOUS

Section 1.

Nothing herein shall prevent the parties from meeting for the purpose of reviewing problems which exceed the scope of the Sheriff's authority except that this Agreement may not be modified, altered or changed without the mutual agreement of the parties hereto.

ARTICLE XV

DURATION

Section 1.

This Agreement shall become effective on January 1, 1970, and shall terminate on December 31, 1971. If either party desires to change this Agreement, it shall notify the other party in writing at least ninety (90)

days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

BY *James Velusky*
Clerk

ATTEST:

BY *Charles A. Marchese*
Secretary State Delegate

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF UNION

BY *Edward H. Della*
Director

BY *Robert D. Scialla*
Sheriff of Union County

PATROLMEN'S BENEVOLENT
ASSOCIATION, SHERIFF'S OFFICERS
OF UNION COUNTY, LOCAL
NO. 108, INC.

BY *John J. Rain*
President

APPENDIX A

Effective January 1, 1970, the schedule for all employees of the Employer recognized as being represented by the P.B.A. shall be as follows:

SHERIFF'S OFFICER-SERGEANT - \$8,900. - \$10,400.

1st step - \$9,200.

2nd step - 9,500.

3rd step - 9,800.

4th step - 10,100.

5th step - 10,400.

DEPUTY WARDEN-COUNTY JAIL - \$9,900. - \$11,400.

1st step - \$10,200.

2nd step - 10,500.

3rd step - 10,800.

4th step - 11,100.

5th step - 11,400.

Effective January 1, 1971, the salary schedule for all employees of the Employer recognized as being represented by the P.B.A. shall be as follows:

SHERIFF'S OFFICER-SERGEANT - \$9,700. - \$11,200.

1st step - \$10,000.

2nd step - 10,300.

3rd step - 10,600.

4th step - 10,900.

5th step - 11,200.

DEPUTY WARDEN - COUNTY JAIL - \$10,700. - \$12,200.

1st step - \$11,000.

2nd step - 11,300.

3rd step - 11,600.

4th step - 11,900.

5th step - 12,200.