

2-0439

Contract # 13

08-00

AGREEMENT BETWEEN

GLOUCESTER COUNTY PROSECUTOR

AND

SUPERIOR OFFICERS -- P.B.A. LOCAL # 122

1986

X January 1, 1986 - December 31, 1986

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 Chief within ten (10) calendar days of the occurrence of the grievance. The Chief 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.

Step III - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or the P.B.A. #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

- A. The Arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the Arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.
- C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and the P.B.A. #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.
- D. The Arbitrator's decision shall be final and binding on both parties.

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

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 Superior Officers of P.B.A. #122 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 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 rates 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, 1986. All retroactive pay from January 1, 1986 to signing of contract will be payable by the County of Gloucester no later than May 1, 1986 or a reasonable period of time after the approval of the County Budget (whichever comes first). However, a concerted effort will be made by the County of Gloucester to award all monies owed retroactively to be paid as soon as possible following the signing of this Contract.

SCHEDULE A

| | <u>BASE SALARY</u> | <u>LONGEVITY</u> |
|-----------------------------|--------------------|------------------|
| Captain Brogan, Orris W. | \$33,776.00 | \$2,277.78 |
| Captain DiSimone, Samuel | \$35,780.00 | \$2,416.00 |
| Lieutenant Genovese, Paul | \$32,048.76 | \$2,113.34 |
| Lieutenant Henry, Richard | \$32,048.76 | \$2,193.47 |
| Lieutenant Pluguez, Michael | \$32,048.76 | \$2,113.34 |
| Lieutenant Reeves, Norman | \$32,048.76 | \$1,603.00 |
| Sergeant Byrd, John V. | \$31,639.44 | \$1,978.02 |

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

ARTICLE VI

LONGEVITY

Longevity benefits are defined as additional compensation over and above base salary to serve as a reward and consideration for service to Gloucester County while employed as a Superior Officer with the Gloucester County Prosecutor's Office.

Longevity benefits will be paid at a rate of one-quarter ($\frac{1}{4}$) of one per-cent (1%) per year of service as a Detective or Investigator with the Gloucester County Prosecutor's Office, and shall include all employees included within the bargaining unit.

A minimum of five (5) years of service will be required to qualify for longevity, however once qualified, credit shall be given for every year of service to the employee. In other words, an employee that has completed four (4) years of service shall not be qualified to receive longevity compensation. However, an employee that has completed five (5) years of service prior to January 1st of the year in which the longevity is being awarded, shall receive credit for five (5) years service which equals $5 \times \frac{1}{4} = 1\frac{1}{4}\%$ times the base salary for the year the longevity is being awarded. An employee with sixteen (16) years of service shall be awarded 4% times his base salary.

Longevity will be awarded in one (1) lump sum for the entire calendar year on the last payday in November. Interest will not be assessed by either party, nor will the County withhold longevity between the last payday in November and December 31st of that year.

NOTE: The amount of years of service to be compensated in the form of longevity shall be determined by the total full years of service completed by December 31st of the year prior to the year longevity is being awarded.

SEE SCHEDULE "B"

SCHEDULE B

| | | | |
|-------------------|------|----|------------|
| BROGAN, Orris | 6/67 | 18 | \$2,277.78 |
| DISIMONE, Samuel | 6/67 | 18 | \$2,416.00 |
| GENOVESE, T. Paul | 5/72 | 13 | \$2,113.34 |
| HENRY, Richard | 7/71 | 14 | \$2,193.47 |
| PLUGUEZ, Michael | 5/72 | 13 | \$2,113.45 |
| REEVES, Norman | 1/74 | 11 | \$1,603.00 |
| BYRD, John V. | 1/69 | 16 | \$1,978.02 |

ARTICLE VII

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 VIII

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:

| <u>ANNIVERSARY DATE</u> | <u>VACATION DAYS</u> |
|-------------------------|----------------------|
| Jan. 1 - Feb. 22 | 15 |
| Feb. 23 - April 15 | 14½ |
| April 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:

| <u>ANNIVERSARY DATE</u> | <u>VACATION DAYS</u> |
|-------------------------|----------------------|
| Jan. 1 - Feb. 3 | 20 |
| Feb. 4 - March 8 | 19½ |
| March 9 - April 10 | 19 |
| April 11 - May 15 | 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:

| <u>ANNIVERSARY DATE</u> | <u>VACATION DAYS</u> |
|-------------------------|----------------------|
| Jan. 1 - Feb. 3 | 25 |
| Feb. 4 - March 8 | 24½ |
| March 9 - April 10 | 24 |
| April 11 - May 13 | 23½ |
| May 14 - June 15 | 23 |
| June 16 - July 18 | 22½ |
| July 19 - Aug. 20 | 22 |
| Aug. 21 - Sept. 22 | 21½ |

ANNIVERSARY DATE

VACATION DAYS

| | | | |
|-------|-----------|----|-----|
| 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 preceeding 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.

Any 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 preceeding calendar year will be included.

ARTICLE IX

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 X

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 XI

HOURS OF WORK

The work period for all unit members shall be considered to be seventy (70) hours during each two (2) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:00 p.m.

ARTICLE XII
OVERTIME COMPENSATION

That the first ten (10) hours worked during any such two (2) week period, in excess of seventy (70) 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 time and one half (1½) of his regular hourly rate. 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 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 1986. New hires shall be pro-rated. The clothing allowance of \$350.00 shall be incorporated into the 1986 Base Salary. The clothing allowance will remain in the Base Salary unless otherwise negotiated by both parties.

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 personal vehicle, at anytime, for County business, he will be reimbursed at the rate of 19 cents per mile, or at any increased rate as may be granted by the employer.

ARTICLE XV
MEDICAL COVERAGE

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 (HMO), 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 P.B.A. Local #122.

The employer shall continue to pay for the employees health coverage, under the New Jersey State Health Medical Benefit Act, or its equivalent, upon the employees retirement from a New Jersey Locally or State administered pension system. The employee must retire from said pension system with twenty-five (25) years of service.

- b) A \$1.50 co-payment prescription plan (current plan or equivalent);
- c) A vision care plan (current plan or equivalent);
- d) The employer shall provide, at no cost to the employee, single-coverage dental insurance to each employee covered in this contract. This coverage shall be equivalent to dental coverage provided to members of the CWA and other County employees.

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 to care for 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 the Superior Officers of 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 of seven (7) day advance notice will be given by the Superior Officers of 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 the Superior Officers 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.

It will be the responsibility of all three, whomever they might be at the given time, to serve as representatives of the association with regard to grievances or concerns, etc. and will serve for the duration of the contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XIX

This Agreement shall be effective as of the first (1st) day of January and shall remain in full force and effect until the thirty-first (31st) day of December, 1986.

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:

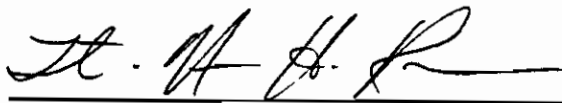
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or 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 expressed written approval of both parties.


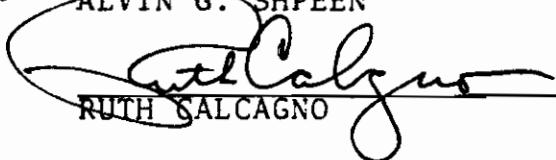
In witness thereof the parties have authorized their representatives to sign below:

FOR THE SUPERIOR OFFICERS ASSOCIATION

FOR THE PROSECUTOR

BY: 

April 15, 1986


ALVIN G. SHPEEN

RUTH CALCAGNO

File: Current Contracts

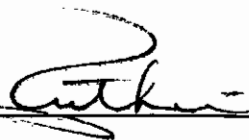
Gloucester County Prosecutor's Office

Office Memo

To: Jim Cannon, Personnel Director cc: Gary Higham, Co. Adm.
From: Ruthie - Prosecutor's Office James Barry, Compt.
Subject: 1986 Contract for Superior Officers Jean DuBois, Treasurer
Date: April 17, 1986

Attached herewith please find the Arbitrator's Award and the new Contract for Superior Officers P.B. A. Local #122. If you have any questions, please do not hesitate to contact me.

-Signature



JOEL G. SCHARFF, Esq.
Arbitrator

753 Cornwallis Drive
Mt. Laurel, New Jersey 08054
(609) 778-4432

April 11, 1986

Daniel Brandon, Consultant
46B Aspen Hill
Deptford, New Jersey 08096

Ralph H. Colflesh, Esq.
Colflesh & Burris
10 West Main Street
Moorestown, New Jersey 08057

Re: Gloucester Co. Prosecutor's Office
and
P.B.A. Local #122
Docket No. IA-86-56

Gentlemen:

Enclosed is a copy of the Consent Award in the above-referenced matter. It was my pleasure to assist you in bringing about a mutual resolution of the issues involved in the dispute.

In accordance with PERC's procedures, I am this day forwarding PERC copies of the Consent Award, along with my invoice. You will shortly receive a duplicate copy of this Award as well as a statement of my fee from PERC.

Very truly yours,


Joel Scharff

enc.

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the Interest Arbitration
between

Gloucester County Prosecutor
and
P.B.A. Local #122

Dkt. No. IA-86-56
CONSENT AWARD

Before: Joel G. Scharff
Interest Arbitrator

Appearances:

For the Prosecutor
Daniel Brandon, Consultant
Alvin G. Shpeen, Prosecutor
Ruth Calcagno, Office Manager

For the P.B.A.
Ralph Henry Colflesh, Jr., Esq.
Harry S. Lombardo, Sr., P.B.A. #122

Pursuant to a Petition to Initiate Compulsory Interest Arbitration filed by P.B.A. Local #122 under N.J.A.C. 19:16-5.1 et seq., the undersigned was thereafter designated by the New Jersey Public Employment Relations Commission as the Arbitrator in the above-captioned compulsory interest arbitration matter. A hearing was convened on February 3, 1986 at the County Prosecutor's Office in Woodbury, New Jersey.

At the hearing the parties requested the undersigned to assist them in a mediatory capacity for the purpose of securing a voluntary resolution, if possible, of their negotiations impasse. As a result, at a second session convened on February 24, 1986, the parties resolved their impasse and requested that I embody the terms of their agreement in a consent award.

The P.B.A. negotiations unit is a relatively new unit of superior officers consisting of captains, lieutenants and sergeants. The terms of the award are to be embodied in their first written collective negotiations agreement. The parties are to be commended for their frank exchanges of proposals and their commitment to the process of negotiations. Each party approached the instant dispute with a full appreciation of the statutory criteria applicable to an interest arbitration proceeding. I am satisfied that the parties' settlement conforms with the declaration of policy under the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., is a just settlement of the parties' impasse and is a fair resolution of the issues placed in dispute.

Accordingly, in consequence of the above, the arbitrator enters the following:

AWARD

The Contract shall be for a term of one year, effective and fully retroactive to January 1, 1986 through December 31, 1986.

The Contract shall set forth in full the terms contained in the 1986 negotiations Agreement covering the Prosecutor's non-superior detective/investigators, except as modified by the following provisions:

- (1) Effective January 1, 1986, each employee's base salary as of December 31, 1985 shall be adjusted by an increase of 2.33%. A \$350 clothing maintenance allowance shall then be added to each employee's adjusted base. The contract shall set forth the 1986 salary base as a figure which includes the 1985 salary as adjusted by the 2.33% increase and the \$350 uniform allowance adjustment.
- (2) The Contract shall include a longevity provision. Longevity shall be paid as a

percentage of the figure representing the 1986 base. The 1986 longevity percentage is 3.67%. Longevity shall be paid in a lump sum amount in November, 1986.

- (3) The Contract shall set forth a clothing maintenance provision, as currently set forth in the detective/investigators Agreement.
- (4) The Contract shall contain a medical benefits provision, as currently set forth in the detective/investigators Agreement.
- (5) The Contract shall contain a work week provision setting forth a 35 hour work week, and 70 hours over a two week period.
- (6) The Contract shall include an overtime provision, to the effect that over a two week pay period, time worked over 70 hours, but less than 80 hours will be compensatory time, and hours worked exceeding 80 hours will be at a pay rate of one and one half (1½) times hourly rate.
- (7) The Contract shall provide for binding arbitration of grievances, such binding arbitration being limited to the claim that a specific provision of the Agreement has been violated. The cost of the services of the Arbitrator shall be borne equally by the parties. The administering agency shall be the Public Employment Relations Commission.

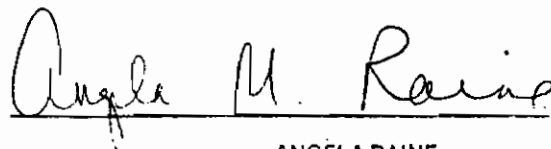


Joel G. Scharff
Arbitrator

Date: April 11, 1986

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON) ss.

On this 11th day of April, 1986, before me personally came and appeared JOEL G. SCHARFF, to me personally known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.



ANGELA RAINE
Notary Public of New Jersey
My Commission Expires April 5, 1990