

Union

A G R E E M E N T

Between

Union County Prosecutor
THE PROSECUTOR OF UNION COUNTY

And

DETECTIVES AND INVESTIGATORS ASSOCIATION
OF UNION COUNTY
P.B.A. LOCAL #250

EFFECTIVE: X January 1, 1984 through December 31, 1985

LOCCKE & CORREIA, P.A.
50 E. Palisade Avenue
Englewood, New Jersey 07631

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT FUNCTIONS AND RIGHTS	3
III	PAYROLL DEDUCTION AND ASSOCIATION DUES	5
IV	NO STRIKES OR LOCKOUTS	7
V	GRIEVANCE PROCEDURE	8
VI	LONGEVITY	14
VII	CLOTHING ALLOWANCE	15
VIII	LEGAL AID	16
IX	PERSONAL INJURY LIABILITY INSURANCE	17
X	PERSONAL BUSINESS AND RELIGIOUS LEAVE	18
XI	HOLIDAYS	20
XII	VACATIONS	21
XIII	SICK LEAVE	24
XIV	DEATH IN FAMILY	26
XV	EQUAL EMPLOYMENT	27
XVI	COERCION	28
XVII	WORK SCHEDULES	29
XVIII	OVERTIME	30
XIX	RETENTION OF EXISTING BENEFITS	31
XX	SAVINGS CLAUSE	32
XXI	SALARIES	33
XXII	ON THE JOB INJURY	34
XXIII	DURATION	36
	APPENDIX A	37

PREAMBLE

This Agreement made this 21ST day of DECEMBER, 1984
by and between THE PROSECUTOR OF UNION COUNTY, hereinafter called
the "Employer" and the DETECTIVES AND INVESTIGATORS ASSOCIATION
OF UNION COUNTY, P.B.A. LOCAL #250, hereinafter called the
"Association."

WITNESSETH:

Whereas, the parties have carried on collective negotiations
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 employees of the Employer recognized as
being represented by the Association as follows:

ARTICLE I
RECOGNITION

Section 1.

The Employer hereby recognizes P.B.A. Local #250 as the exclusive representative of the Detectives and Investigators Association of Union County for all its detectives and investigators in the employ of the Employer.

ARTICLE II
MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

Whenever the term "Employer", "Department Head", or "Supervisor" shall be used throughout this Agreement, it shall mean the Union County Prosecutor.

Section 2.

Except as modified, altered or amended by the within Agreement the Employer shall not be limited in the exercise of its statutory management functions. The Employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in it by the laws of the State of New Jersey, the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

a. The Prosecutor has the right to hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote, and transfer all such employees.

b. The Prosecutor has the right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

c. The Prosecutor has the right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

Section 3.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by this Agreement but only to the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1.

The Employer agrees to have deducted from the salaries of each employee who is a member of the Association under this Agreement, dues for the Detectives and Investigators Association of Union County, when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the appropriate business office of the Employer.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the Employer to have collected funds from his salary during such absence. Upon his return to employment at the termination of his leave, the Employer shall continue to have deducted dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer, and the amount so certified will be uniform for all members of the Association.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

ARTICLE IV

NO STRIKES OR LOCKOUTS

Section 1.

Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties, shall be just cause for disciplinary action.

Section 2.

No lockout of employees shall be instituted by the Employer during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it, nor any of its members, will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any such similar actions which would involve suspension of, or interference with, the normal work or activities carried on by the Prosecutor. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined or discharged by the Prosecutor.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1.

a. A complaint may be directed by an employee or by the Association to the Prosecutor concerning policies or administrative decisions not directed against wages, hours of work or other conditions of employment which are covered by the terms and conditions of the Collective Negotiations Agreement.

b. A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this agreement with respect to wages, hours of work or other conditions of employment.

Section 2.

Any employee covered by the terms of this agreement may direct a complaint to his immediate supervisor involving a policy or administrative decision which does not relate to wages, hours of work or other conditions of employment provided for in the Collective Negotiations Agreement. The complaint shall be in writing and shall be directed to the employee's immediate supervising superior officer within five (5) working days after the policy or administrative decision is put into effect. If the immediate supervising superior officer cannot resolve the complaint to the employee's satisfaction it shall be referred to whomever the Prosecutor designates as the proper authority to review such a complaint who shall render a decision thereon within fifteen (15) working days after receipt

of the same from the superior officer. The decision of the Prosecutor's designee concerning such complaints shall be final and binding upon the complainant.

Section 3.

Grievances, as hereinabove defined, should be handled in an expeditious and mutually satisfactory settlement and to that end the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

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 a panel consisting of the Chief of County Investigations and the First (1st) Assistant County Prosecutor, or in their absence, a representative designated by the Prosecutor. A meeting on the grievance shall be held between the panel or their designated representatives and the aggrieved party and the Association's

designated representatives within ten (10) days after presentation of the grievance in the Second Step. A decision thereon shall be rendered within three (3) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, the matter may be referred to the Prosecutor of Union County or his designated representative. A meeting on the grievance shall be held between the Prosecutor of Union County or his designated representative and the aggrieved party and the Association's designated representative within ten (10) days after presentation of the grievance in the Third Step. The decision of the County Prosecutor shall be rendered in writing within ten (10) working days after the meeting has been held.

Step 4. If a satisfactory settlement is not reached in the Third Step the grievant may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the American Arbitration Association with a copy to be sent to the Prosecutor, attaching copies of any statements or exhibits filed therein and

the said written notice to the American Arbitration Association should request that the AAA submit panels of arbitrators to each of the respective parties to this agreement so that the said parties may choose, independently, their right of selection which may be filed directly with the American Arbitration Association. The parties shall have the right to reject and/or fail to agree to three (3) separate panels of arbitrators and upon exhausting the three (3) panels they shall so notify the American Arbitration Association who shall thereafter select an arbitrator from a new panel not theretofore furnished to the parties. The American Arbitration Association, hereinabove referred to, shall be and constitute the Association located in New York City, New York.

Section 4.

The filing fees for the arbitration shall be borne by the P.B.A.

Section 5.

Other than the filing fees, as hereinabove referred to, the fees and expenses of arbitration shall be borne equally by the P.B.A. and the Prosecutor, as the case may be.

Section 6.

It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.

Section 7.

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Section 8.

The total costs of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering the same.

Section 9.

In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this agreement.

Section 10.

The Arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 11.

The time limits specified in the grievance and arbitration procedure shall be construed as maximum. However, these time periods may be extended by mutual written agreement only.

Section 12.

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 Association. When an employee is

not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

Section 13.

Any time lost by a grievant in the arbitration procedure shall not be compensated by the Prosecutor.

ARTICLE VI

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; provided, however, that any employee hired subsequent to January 1, 1973, shall not be covered by, nor entitled to the benefits of, the longevity program.

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 VII
CLOTHING ALLOWANCE

Section 1.

On or about December 1, 1984 and December 1, 1985, the sum of Three Hundred (\$300.00) Dollars and Three Hundred Fifty (\$350.00) Dollars, respectively, will be payable to each employee for the repair, replacement or cleaning of clothing. Each employee seeking payment shall supply to the Employer a voucher and a receipt supporting the claimed amount, whether for repair, replacement or cleaning of clothing. Upon presenting such voucher and receipt, the voucher shall be honored by making payment directly to the employee claiming the same. If an employee works less than a full year he shall only receive a proportionate share of the annual clothing allowance at a monthly pro-rated rate for the number of months the employee worked.

ARTICLE VIII

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 proceeding instituted against the employee by the Employer.

ARTICLE IX

PERSONAL INJURY LIABILITY INSURANCE

Section 1.

The Employer shall provide Personal Injury Liability Insurance "False Arrest Insurance" coverage for all employees.

ARTICLE X

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Prosecutor. The leave may only be taken if the Prosecutor approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- a. One (1) day after four (4) months of employment.
- b. One (1) additional day after eight (8) months of employment.
- c. The third (3rd) day may be granted between the tenth (10th) through the twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period

or weekend, except under extraordinary circumstances, as may be determined by the Prosecutor or his designee.

Section 3.

Personal leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XI

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1984:

New Year's Day	Monday, January 22, 1984 (in lieu of Sunday, January 1, 1984)
Martin Luther King's Birthday	Monday, January 16, 1984 (in lieu of Sunday, January 15, 1984)
Lincoln's Birthday	Monday, February 13, 1984 (in lieu of Sunday, February 12, 1984)
Washington's Birthday	Monday, February 20, 1984 (in lieu of Wednesday, February 22, 1984)
Good Friday	Friday, April 20, 1984
Memorial Day	Monday, May 28, 1984 (in lieu of Thursday, May 31, 1984)
Independence Day	Wednesday, July 4, 1984
Labor Day	Monday, September 3, 1984
Columbus Day	Friday, October 12, 1984
General Election Day	Tuesday, November 6, 1984
Veteran's Day	Monday, November 12, 1984 (in lieu of Sunday, November 11, 1984)
Thanksgiving Day	Thursday, November 22, 1984
Day After Thanksgiving Day	Friday, November 23, 1984
Christmas Day	Tuesday, December 25, 1984

Section 2.

The Employer has designated the following days as holidays for the year 1985:

New Year's Day	Tuesday, January 1, 1985
Martin Luther King's Birthday	Tuesday, January 15, 1985
Lincoln's Birthday	Tuesday, February 12, 1985
Washington's Birthday	Monday, February 18, 1985 (in lieu of Friday, February 22, 1985)
Good Friday	Friday, April 5, 1985
Memorial Day	Monday, May 27, 1985
Independence Day	Thursday, July 4, 1985
Labor Day	Monday, September 2, 1985
Columbus Day	Monday, October 14, 1985
General Election Day	Tuesday, November 5, 1985
Veteran's Day	Monday, November 11, 1985
Thanksgiving Day	Thursday, November 28, 1985
Day After Thanksgiving Day	Friday, November 29, 1985
Christmas Day	Wednesday, December 25, 1985

Section 3.

Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the employees, subject to prior approval by the Prosecutor.

ARTICLE XII

VACATIONS

Section 1.

Vacation Eligibility

- a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- b. Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.
- c. Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.
- d. Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.
- e. Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.
- f. Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year.

- g. Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

Section 2.

The Prosecutor shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Prosecutor agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year, the carry-over of which had been previously approved in writing by the Prosecutor.

Section 4.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 5.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 6.

If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 7.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 8.

If an employee leaves the Prosecutor's employ for any reason before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation which shall then be deducted from his final pay check.

Section 9.

Vacations must be taken during the current calendar year unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE XIII

SICK LEAVE

Section 1.

Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, the Prosecutor shall be notified promptly. Failure to notify the Prosecutor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

- a. One (1) day for each full month of service with the Employer during the first year of employment.
- b. One and one-quarter (1 1/4) days for each full month of service with the Employer beginning with the second year of employment.
- c. Part time employees shall receive sick leave credits on a pro-rated basis.
- d. Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event, only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

ARTICLE XIV
DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, or other relative residing in the employee's household.

ARTICLE XV
EQUAL EMPLOYMENT

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

ARTICLE XVI

COERCION

There shall be no discrimination, interference or coercion by Employer or any of its members or agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XVII
WORK SCHEDULES

Section 1.

Effective January 1, 1984 through December 31, 1985, the standard weekly work schedule for all employees covered by this Agreement shall consist of thirty-seven and one-half (37 1/2) hours per week from Monday through Friday, exclusive of a one-half (1/2) hour lunch period.

Section 2.

The Prosecutor shall have the right to schedule the hours of work in the work week and to vary the daily or weekly work schedule consistent with the needs of the department.

Section 3.

The standard work week shall continue to exclude "shift work" and "weekend duty" as such, but the parties agree to continue to fulfill the needs of the department which may, from time to time, require continuous twenty-four (24) hour operations, including Saturdays, Sundays and holidays.

ARTICLE XVIII

OVERTIME

Effective January 1, 1984, the Employer shall compensate all overtime at straight time pay to all employees covered by this Agreement for time worked in excess of thirty-seven and one-half (37 1/2) hours per week.

Effective January 1, 1985, the Employer shall compensate overtime at the rate of time and one-half (1 1/2) of straight time pay to all employees covered by this Agreement for time worked in excess of thirty-seven and one-half (37 1/2) hours per week.

ARTICLE XIX

RETENTION OF EXISTING BENEFITS

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 XX
SAVINGS CLAUSE

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 XXI

SALARIES

Section 1.

Effective January 1, 1984 and January 1, 1985 there shall be a general salary increase for all employees covered by the terms of this Agreement which was negotiated on an individual minimum and step basis as more particularly reflected in Schedule A, attached hereto. Increments will be paid on the applicable dates hereinafter set forth.

Section 2.

a. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their salary increments as of January 1st.

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

ARTICLE XXII
ON THE JOB INJURY

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedures shall be applicable:

- a. The employee shall notify the Prosecutor and the Personnel Office of the work related injury or illness.
- b. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation, provided, however, it is understood and agreed that when an employee receives a compensa-

- tion check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.
- c. After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinafter defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workmen's Compensation Insurance carrier.
- d. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such action as it deems appropriate to recover said monies.
- e. If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation.

ARTICLE XXIII

DURATION

This Agreement shall become effective as of January 1, 1984 and shall terminate on December 31, 1985. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days nor more than one hundred twenty (120) days before the expiration date of 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:

WITNESSETH:

Howard M. King

Attest:

James J. Kollay

UNION COUNTY PROSECUTOR

[Signature]

DETECTIVES AND INVESTIGATORS
ASSOCIATION OF UNION COUNTY
P.B.A. LOCAL #250

Joseph M. Brady, Pres.
Edwin Glassman, Delegate

APPENDIX A
P.B.A. WAGE PROPOSAL

	<u>Effective 1/1/84</u>	<u>Effective 1/1/85</u>
Minimum	\$22,700	\$24,500
Step 1	23,700	25,200
Step 2	24,350	25,900
Step 3	24,900	26,600
Step 4	25,500	27,250
Step 5	26,100	27,900
Step 6	26,600	29,000
Step 7	27,200	