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RUTGERS UNIVERSITY

LABOR AGREEMENT

COUNTY OF ATLANTIC

*Board of Chief  
Detectives*

POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #77

*Detectives + Investigators*

CONTRACT PERIOD:

JANUARY 1, 1979 - DECEMBER 31, 1979

R E S O L U T I O N

BE IT RESOLVED by the Board of Freeholders of the County of Atlantic that the County Executive is authorized to enter into a contract in behalf of the County of Atlantic with the Policemen's Benevolent Association (P.B.A.) Local #77 which said contract is the result of collective bargaining by the representatives of the County of Atlantic and Union representatives,

BE IT FURTHER RESOLVED that said contract presented by the County Executive is approved by the Board of Chosen Freeholders as provided by N.J.S.A. 40: 41A-38.

ADOPTED: MAY 9, 1979

AGREEMENT

THIS AGREEMENT, entered into this 9th day  
of May, 1979, by and between the COUNTY OF ATLANTIC,  
hereinafter referred to as "COUNTY", and P.E.A. LOCAL  
NO. 77, hereinafter referred to as "LOCAL":

WITNESSETH:

WHEREAS, Local purports to represent the Detectives  
and Investigators working in the Atlantic County Prosecutors  
Office; and

WHEREAS, the parties hereto desire to assure sound  
and mutually beneficial economic relationships between the parti-  
es hereto, to provide an orderly and peaceful means of conduct-  
ing negotiations and resolving any misunderstandings or grie-  
vances, 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 cov-  
nants herein contained, the parties agree as follows:

ARTICLE I - Recognition and Definition

1. Employer recognizes Local as the sole and exclu-  
sive bargaining representative for Atlantic County Detectives,  
Investigators and Sergeants. The Chief, Captain and Lieutenants  
of County Detectives shall be excluded as serving as bargaining  
agents for the Local. 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  
under Laws of 1966, Chapter 303, Article 2.

2. For purposes of clarification, the term "personnel"  
shall include both male and female where mentioned in the body

of this contract.

ARTICLE II - Pay Week & Overtime

1. The work week shall consist of 35 hours. The work week shall be Monday through Friday. The normal shift shall be 8:30 A.M. to 4:30 P.M., with one (1) unpaid hour for lunch.

2. Anytime worked over eight (8) hours in any day or forty (40) hours in any given week shall be paid as follows: The five (5) hours between 35 and 40 hours in a given work week shall be paid at the straight time hourly rate of pay in addition to the weekly salary. Computation of the hourly rate shall be based on a 35 hour work week to establish the straight time hourly rate. Time and one half (1½) rate shall be paid for all hours worked over forty (40) in any given work week.

3. There shall be established an overtime pay fund of \$30,000. Effective January 1, 1979, all over-time payments shall be charged against this fund. This fund shall be for the exclusive use of members of this negotiating unit.

4. Should the overtime fund be depleted, over-time hours worked thereafter, will be at the discretion of the County Prosecutor, with no compensatory time provided.

Call in Time

5. An employee who is called into work during his off duty time, shall receive a minimum of 3.5 hours pay; to be paid at the overtime rate.

Attachment "A" to this contract will identify scheduled salary increases for employees currently covered by this negotiating unit.

ARTICLE III - Wages

Effective January 1, 1979, all employees shall receive the following salary scale. On their anniversary date, they shall

ARTICLE III - Salaries

0-1	12,500
1-2	14,400
2-3	15,250
3-4	15,900
4-5	16,550
over 5	17,200
Detective	17,840
Polygraph Operator	17,950
Sergeant of Det.	18,900
Sr. Investigator I	17,840
Sr. Investigator II	18,900

Investigators engaged in non-supervisory classifications may receive the Senior Investigator I salary scale at the discretion of the Prosecutor.

Investigators who perform administrative duties overseeing work performance of other Investigators may receive the Senior Investigator II rate of pay at the discretion of the Prosecutor.

The Prosecutor may start off a new hire above the normal starting rate but in no case higher than \$14,400 provided that such new hire has law enforcement experience. Should an individual be hired between the salaries of \$12,500 and \$13,450 he shall move to the salary rate of \$14,400 on his anniversary date. Should an individual be hired above \$13,450 he will then move to a salary of \$15,250 on his anniversary date.

ARTICLE IV - Insurance

1. There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the County of Atlantic on behalf of the employees except in the case of a new plan that is equivalent or better and accepted by the Local.

1. Permanent employees shall be entitled to the following sick leave of absence with pay;

(a) One working day sick leave with pay for each month of service from the date of permanent appointment, up to and including December 31 next following such date of appointment, and 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 credit from year-to-year, and he 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 an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill, and requiring the presence of such employee.

(b) If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above rule, the Prosecutor shall require acceptable evidence on the form prescribed. The nature of illness and the length of time the employee will be absent should be stated on the doctor's certificate.

(c) An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave

diate superior, by telephone or personal message within one hour after the beginning time of employee's shift.

(d) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

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

(f) Temporary employees in the service shall be entitled to the following sick leave of absence with pay:

(aa) One working day's sick leave with pay for each month served per annum during temporary full time employment.

(bb) Employees on a daily, hourly or seasonal basis are not eligible.

(g) Once each year, on or before January 15, the Local shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.

2. Sick Bank - Employees covered by this agreement may contribute to a group sick bank one day per year per employee. The bank may be used for employees who have no accumulated sick time. However, approval

computed at 2/3 of your weekly salary up to a maximum of \$128.00 per week.

(d) Any employee out on a Worker's Compensation claim, who does not choose to use his/her earned sick leave/vacation during the first seven (7) calendar days of absence will receive no pay for that period.

(e) Employees who are already out on Worker's Compensation as of 10/23/76 will no longer continue to receive "I"'s on the payroll. They will be given "W"'s and receive compensation from the Insurance carrier.

Any employee who is injured on the job will be required to be examined by the County's physician or have his disability monitored by the County's physician with the attending physician of the injured employee. This article shall not be construed so as to abrogate any rights provided to said employees by Law.

#### ARTICLE VII - Leave of Absence

1. Leaves of absence of employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

2. Military Leave of Absence: Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the offi-



notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.

3. Leave of Absence without Pay:

(a) A permanent employee holding a position in the unclassified or classified service who is temporarily, either mentally or physically incapacitated to perform his duties, or who desire to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the Prosecutor, desires to secure leave from his regular duties, may with the approval of the Prosecutor be granted a special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.

4. Leave of Absence with Pay: A leave of absence with pay, up to two (2) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family, as hereinafter defined:

- (a) Mother or Father
- (b) Mother-in-law and Father-in-law
- (c) Brother or Sister
- (d) Spouse
- (e) Children of employee or stepchildren
- (f) Grandmother and Grandfather

5. Each employee within this negotiating unit shall

be granted one (1) personal day with pay.

### ARTICLE VIII - Holidays

1. All employees covered by this article shall be entitled to all holidays proclaimed by the State of New Jersey and employees generally in the Civil Service Commission of Atlantic.

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

In the event the overtime fund is depleted on a holiday is worked, compensatory time equivalent to one and a half shall be provided.

3. Employees shall receive their regular pay for the designated holidays. If additional holidays are declared by the County Executive or the Governor of the State of N.J., the employees covered by this article shall be granted same. Holidays shall be designated for the purpose of computing overtime.

### ARTICLE IX - Vacations

1. Permanent employees, classified and unclassified in the service shall be entitled to the following annual vacation with pay:

(a) Up to one year of service, one working day's vacation for each month of service; after one year and up to five years of service, (15) fifteen working days vacation; after five years and up to ten years of service, twenty working days vacation.

Unused vacation Days may be carried into the following year up to the amount earned during the previous year. In the event that an employee is unable to utilize vacation time due to the work load, he/she will be able to carry up to two (2) years accrued vacation time into the following year.

#### ARTICLE X - Management Rights

1. It is agreed by and between the parties hereto that the Prosecutor has the right to determine the standard of service to be offered to the citizens of this 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 XI - Grievance Procedure

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

2. All grievances shall be filed and processed through PBA 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 (10) calendar days of the occurrence of the grievance. The

the local representative of the grievant within seven calendar days of the submission date.

Step 1

If the grievance is not satisfactorily adjusted at Step 1, the local may appeal to the Chief of County Detectives within five calendar days after receipt of the written answer in Step 1. The Chief of County Detectives will review the grievance and answer and submit his position in writing within five calendar days of submission to Step 2.

Step 3

If the grievance is not satisfactorily adjusted at Step 2, the local may appeal to the County Prosecutor within five calendar days after receipt of the written answer in Step 2. The County Prosecutor shall submit a written answer to the grievance within five calendar days after submission to Step 3. The County Prosecutor's decision shall conclude the grievance procedure. Policy grievances affecting substantial numbers of employees covered by the agreement may proceed directly to the Third Step of the Grievance Procedure.

ARTICLE XII - PBA Representation

The PBA Shop Steward will be permitted to conduct business on County time without loss of pay.

The PBA pay committee, consisting of five employees shall be permitted to engage in the preparation for the negotiations of pay scales on County without loss of pay.

ARTICLE XIII - Credit Cards

The County will provide credit cards to the prosecutor who will make same available to unit members for trips, extraditions, etc. Administration and control of credit card use will be the responsibility of the County prosecutor. Utilization will be at his discretion.

ARTICLE XIV - Wage Continuation

Employees disabled or injured in the course of employment shall receive the difference between their regular rate of pay and disability or Worker's Compensation payments that they are paid for a period not to exceed two (2) years.

ARTICLE XV - Pistol Range

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 PBA considers the amount of time available on the range to be inadequate, this subject may be re-opened.

ARTICLE XVI - Duration & Termination

1. The term of this agreement shall commence January 1, 1979 and terminate December 31, 1979.
2. Negotiations for a successor contract shall commence on August 1, 1979.
3. 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  
9 th day of May, 1979.

FOR ATLANTIC COUNTY

Charles D. Worthington  
Charles D. Worthington,  
County Executive

Richard Williams  
Richard Williams  
County Prosecutor

IN PBA 177:

[Signature]  
President PBA

[Signature]

ATTEST:

Albert V. Ruggiero  
Albert V. Ruggiero  
Director, Central Services

ATTACHMENT "A"

TO MEMO OF UNDERSTANDING

ATLANTIC COUNTY & PEA LOCAL #77

<u>Name</u>	<u>Annual Salary 1/1/79</u>	<u>Annual Salary on Anniversary Date</u>
Sheppard	\$18,900	
Kaufman	18,900	
Dandurand	17,950	
Armstrong	17,840	
Wood	17,840	
Quinn	17,200	
George Smith	17,200	
Myers	17,200	
Washington	17,200	
Porcelli	17,200	
Allegretto	16,550	
Widiter	16,550	\$17,200
Burby	15,900	17,200
Deibler	15,900	16,550
Mineer	15,900	16,550
Pickett	15,900	16,550
Khoury	15,900	16,550
Terry	15,250	15,900
Silvern	15,250	15,900
Bolis	14,400	15,250
William Smith	14,400	15,250
Diorio	14,400	15,250
Hicks	12,500	14,400
McIntyre	12,500	14,400
Warren	12,500	14,400
Cook	12,500	14,400
Hepburn	12,500	14,400
McGuigan	12,500	14,400
Pamanelli	12,500	14,400
Witty	12,500	14,400
Robinson	12,500	14,400
Sutton	12,500	14,400