

A G R E E M E N T

Between

BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF UNION

and

UNION COUNTY DETECTIVE SUPERIOR
OFFICERS ASSOCIATION

Actual text

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A Professional Corporation
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1/1/70 - 12/3/70

AGREEMENT

THIS AGREEMENT, made this day of
1970, between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY
OF UNION, hereinafter called the "Employer" and UNION COUNTY
DETECTIVE SUPERIOR OFFICERS ASSOCIATION, hereinafter called
the "Association",

WITNESSETH:

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 employees of the
Employer recognized as being represented by the Association
as follows:

ARTICLE I

RECOGNITION

Section 1.

The Employer hereby recognizes the Union County
Detective Superior Officers Association as the exclusive
representative for all its Sergeants of County Detectives,
Lieutenants of County Detectives and Captain of County Detec-
tives in the Prosecutor's Department at its location at the
Court House in Elizabeth, New Jersey, but excluding the Chief
of County Detectives and all others.

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1.

The Employer agrees to deduct from the salaries of each employee who is a member of the Association under this Agreement, dues for the Union County Detective Superior Officers Association 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.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

The Association 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 Association 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 Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with the Chief of County Detectives, either directly or through the Association'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 First (1st) Assistant County Prosecutor, or in his absence a representative designated by the Prosecutor. A

meeting on a grievance shall be held between the First (1st) Assistant County Prosecutor or the designated representative and the aggrieved party and the Association's designated representative. 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 at 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. The Prosecutor of Union County will render a final decision in writing within five (5) working days.

Section 2.

The time limit 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 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.

ARTICLE VI

SALARIES

Section 1.

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

SERGEANT OF COUNTY DETECTIVES

<u>Wage Ranges</u>	-	\$11,200.00	-	\$13,200.00
1st Step ----		11,600.00		
2nd Step ----		12,000.00		
3rd Step ----		12,400.00		
4th Step ----		12,800.00		
5th Step ----		13,200.00		

LIEUTENANTS OF COUNTY DETECTIVES

<u>Wage Ranges</u>	-	\$12,200.00	-	\$14,200.00
1st Step ----		12,600.00		
2nd Step ----		13,000.00		

LIEUTENANTS OF COUNTY DETECTIVES (Cont'd)

3rd Step ---- 13,400.00
4th Step ---- 13,800.00
5th Step ---- 14,200.00

CAPTAIN OF COUNTY DETECTIVES

Wage Ranges - \$13,200.00 - \$15,200.00
1st Step ---- 13,600.00
2nd Step ---- 14,000.00
3rd Step ---- 14,400.00
4th Step ---- 14,800.00
5th Step ---- 15,200.00

Section 2.

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

(a) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.

(b) 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 who 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

CLOTHING ALLOWANCE

Section 1.

The Employer shall pay to each employee an amount up

to One Hundred (\$100.00) Dollars per year for the repair or cleaning of clothing damaged in the line of duty, provided, however, proof satisfactory to the Prosecutor of said damage is submitted to the Employer. This allowance shall not be applicable to the replacement of clothing.

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 proceeding 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 Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Association 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 causes 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

DURATION

Section 1.

This Agreement shall become effective on January 1, 1970, and shall terminate on December 31, 1970. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) 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 [Signature]
Clerk

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF UNION
By [Signature]
Director

By _____
PROSECUTOR OF UNION COUNTY

ATTEST:
By _____
Secretary

UNION COUNTY DETECTIVE SUPERIOR
OFFICERS ASSOCIATION
By [Signature]
President

By [Signature]
Vice-President

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