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STORAGE

Passaic

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

THIS AGREEMENT made this 3rd day of January 1973,  
by and between the Passaic County Board of Chosen Freeholders,  
public employer, with offices at Paterson, New Jersey, hereinafter  
referred to as the "County" and the Passaic County Court Attendants  
represented by the New Jersey State Patrolmen's Benevolent Associ-  
ation Local No. 197, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, the Passaic County Board of Chosen Freeholders  
has recognized New Jersey State Patrolmen's Benevolent Association  
Local No. 197 as the exclusive representative for the purpose of  
collective negotiations with respect to wages, hours, terms and  
other conditions of employment for all Court Attendants now or  
hereinafter employed by Passaic County, exclusive of those whose  
duties are administrative and supervisory in nature;

NOW, THEREFORE, the County and the Union mutually agree  
as follows:

ARTICLE I PURPOSE

The purpose of this agreement is to memorialize and to  
set forth herein the basic agreement governing the terms and con-  
ditions of employment to be observed between the parties hereto  
in order to foster good employer-employee relations.

ARTICLE II RECOGNITION

The County recognizes the New Jersey State Patrolmen's  
Benevolent Association Local No. 197 as the exclusive representativ  
of all Court Attendants employed by the County, other than those

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whose duties are administrative and supervisory in nature, for the purpose of collective negotiations under and pursuant to Chapter 303, L. 1968 (N.J.S.A.34:13A-1 et seq.), with respect to salary, hours and other terms and conditions of employment. The said New Jersey State Patrolmen's Benevolent Association Local No. 197 shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid for all County Court Attendants during the term of this agreement unless changed pursuant to the terms of Chapter 303, L. 1968 (N.J.S.A.34:14A-1).

### ARTICLE III RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all benefits which County Court Attendants have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all Court Attendants except as otherwise expressly provided herein.

The County agrees that it shall not discriminate against any Court Attendant with respect to hours, wages or any terms or conditions of employment by reason of his membership in New Jersey State Patrolmen's Benevolent Association Local No. 197 and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the County or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms and conditions of employment.

#### ARTICLE IV SALARIES

Effective and retroactive to January 1, 1972, County Court Attendants shall be paid in accordance with the attached Passaic County 1972 salary guide marked "Schedule A". Each employee shall be placed on that step of the salary guide appropriate to his years of continuous service in the position of Court Attendant.

#### ARTICLE V UNIFORM ALLOWANCE

The Employer shall provide to each employee the following clothing:

2 pair winter slacks (skirts)

2 pair summer slacks (skirts)

6 winter shirts

6 summer shirts

1 blouse

Replacement of any of the above issue shall be provided at County expense upon the return of worn or damaged items.

If the Sheriff directs that an additional item be added to the existing uniform as it now stands, the County shall be required to pay for the initial cost of such item.

#### ARTICLE VI WORKDAY - WORKWEEK - OVERTIME

A. The basic workday shall consist of eight (8) hours per day beginning at 8:45 a.m. and concluding at 4:15 p.m. inclusive of one hour lunch period.

B. The basic workweek shall consist of forty (40) hours, Monday through Friday inclusive. All such hours worked by Court Attendants beyond the basic workday and/or workweek shall be with

the knowledge and approval of the Sheriff and/or his designee.

C. The parties acknowledge that the Sheriff has the right to determine when a Court Attendant shall commence and complete work each day, and determine when an employee shall be required to work on a weekend, evening or holiday.

D. Notwithstanding the Sheriff's right of assignment:

(1) A Court Attendant shall be paid overtime at the rate of straight time (based on a 40.0 hour week), whenever he is required to work more than eight (8) hours on a given day.

(2) A Court Attendant shall be paid overtime at the rate of straight time when he is required to work on Saturday, Sunday, when engaged in the Court Room or Court House regardless of the number of hours he is required.

#### ARTICLE VII SEQUESTERED JURY DUTY

A. A sequestered jury is one which is placed in the custody of court officers and taken from the court house to be fed and housed overnight.

B. A Court Attendant assigned to duty with a sequestered jury shall be compensated as follows:

(1) Except for the employee designated as "nightman", if the employee has been on duty during the regular workday, he shall be given compensatory time off for all hours of sequestered jury duty performed until midnight.

If the employee has not been on duty during the regular workday, service with the sequestered jury shall be considered his basic workday and the provisions of Article VI shall be applicable.

(2) The employee designated as "nightman" shall be

given compensatory time off for all hours worked beyond his regular tour of duty.

#### ARTICLE VIII HOLIDAYS

A Court Attendant shall, unless required to work by order of the Sheriff, be entitled to the following holidays:

|                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labor Day        |
| Washington's Birthday | Columbus Day     |
| Lincoln's Birthday    | Veteran's Day    |
| Good Friday           | Election Day     |
| Memorial Day          | Thanksgiving Day |
| Independence Day      | Christmas Day    |

Any employee required to work on a holiday as defined herein shall be given compensatory time off for such holiday worked within three (3) months of the occurrence. Extension of this limit shall be at the employee's option, by and with the approval of the Sheriff.

#### ARTICLE IX LONGEVITY

Longevity, as heretofore, shall be granted and in addition an employee shall be entitled to a two (2%) percent longevity stipend at the completion of seven years service as a Court Attendant.

Earned longevity, as heretofore shall be granted, and in addition entitled employees shall receive longevity pay as follows:

2% of base pay after 7 years of service  
4% of base pay after 10 years of service  
6% of base pay after 15 years of service  
8% of base pay after 20 years of service  
10% of base pay after 25 years of service and over.

The entitled employee shall receive his longevity payment within one month of the celebration of his anniversary date.

#### ARTICLE X VACATIONS

Vacation with pay shall be granted to employees as follows

- 1 through 5 years - 12 working days vacation during each year of service
- 6 through 10 years - 15 working days vacation during each year of service
- 11 through 15 years - 18 working days vacation during each year of service
- 16 through 20 years - 20 working days vacation during each year of service
- 20 years and over - 22 working days vacation during each year of service
- Less than one year - 1 day per month computed to June 30th of each year

ARTICLE XI HOSPITALIZATION, MEDICAL-SURGICAL AND MAJOR MEDICAL INSURANCE

Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County. The insurance and premium payment therefor shall cover the employee, his spouse and any dependent members of his family, under the age of 19 years, living at the employee's home. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are comparable to those provided by the policies in effect on the date of this agreement.

ARTICLE XII LEAVES OF ABSENCE

Leaves of absence for employees covered by this agreement shall be as follows:

| <u>Purpose of Leave</u> | <u>Number of Days</u> | <u>Paid or Unpaid</u> | <u>Special Provision..if a</u>   |
|-------------------------|-----------------------|-----------------------|--|
| Personal Leave          | 3 per year            | Paid                  | The Sheriff and/or his designee must be notified three (3) days in advance except in emergency situations that arise unexpectedly. Personal leave days shall not be cumulative from year to year |

|             |                  |        |  |
|-------------|------------------|--------|--|
| Death Leave | 1 per year       | Paid   | For use in the event of death in the immediate family of the employee. The immediate family for the purpose of this section is defined as the spouse, child, the employee's parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee. Death leave shall not be cumulative from year to year. |
| Maternity   | 9 to 12 mos      | Unpaid | No loss of seniority.  |
| Illness     | 15 days per year | Paid   | Cumulative as provided by statute.   |

#### ARTICLE XIII GRIEVANCE PROCEDURES

1. A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this agreement.

2. A grievance to be considered under this procedure must be initiated by the employee by the completion and execution of the necessary forms within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.

3. An "aggrieved employee" is the person or persons who have executed the necessary forms and filed the grievance.

4. A "party in interest" means an aggrieved employee, his immediate supervisor and/or the Sheriff.

5. The term "representative" shall constitute the person designated by the Union to represent the Union and/or the aggrieved

employee at the grievance proceedings. Nothing herein shall prevent the aggrieved employee from representing himself. When an employee refuses representation by the Union, the Union shall have the right to be present and present its views at all stages of the grievance procedure.

B. PURPOSE

The purpose of this procedure is to secure at the Employee-Supervisor level mutually acceptable solutions to the problems relating to employment which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. PROCEDURE

(1) Level One

Any employee who has a grievance shall discuss it first with the assistant supervisor in charge in an attempt to resolve the matter informally at that level.

(2) Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he may set forth his grievance in writing to the Supervisor. The Supervisor shall communicate his decision to the employee in writing, with reason, within three (3) working days of receipt of the written grievance.

(3) Level Three

The employee, not later than five (5) working days after receipt of the Supervisor's decision may appeal the Supervisor's decision to the Sheriff. The appeal to the Sheriff must be in writing reciting the matter submitted to the Supervisor as



as specified above and his dissatisfaction with the decision previously rendered, furnishing the specific reason for dissatisfaction. The Sheriff shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days after receipt of the written grievance. The Sheriff shall communicate the decision in writing with the reasons to the aggrieved employee and/or his representative.

(4) Level Four

(a) If the aggrieved employee is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance has been delivered to the Sheriff, he may, within five (5) working days after the grievance was delivered to the Sheriff, whichever is sooner, request in writing that the Union submit his grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved employee. The Sheriff shall be so notified in writing not later than twenty (20) working days after the written response is received or due, if not, the grievance shall be deemed settled.

(b) Within five (5) working days after such written notice of submission to arbitration, the Sheriff and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission (PERC). The parties shall then be bound by the rules established by PERC in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the parties within ten (10) working days of his selection. He shall limit himself to the issue(s) presented to him and shall attempt to bring about a voluntary resolution of the grievance.

(d) If, after a reasonable amount of time, a voluntary resolution of the grievance cannot be made, the arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) working days of the last meeting of the parties. The arbitrator's recommendation shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue(s) submitted. Copies of the decision shall be issued to the aggrieved employee, the Union and the Sheriff. The decision of the arbitrator shall be binding upon all parties in interest.

D. COSTS FOR ARBITRATION

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses incurred shall be paid by the party incurring same.

E. MISCELLANEOUS

(1) No reprisals of any kind shall be taken by the Sheriff or any supervisor against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

(2) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representative, heretofore referred to in this Article.

(3) Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relating to a grievance.

(4) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.

(5) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County and Sheriff until such grievance and any effect thereof shall have been fully determined.

(6) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

F. All of the provisions of this Agreement relating to grievance procedures are made subject and subordinate to the provisions of the Civil Service statutes and Civil Service rules. The grievance procedures provided in this Agreement shall not be applicable to any matter which is cognizable under the Civil Service statutes and Civil Service rules. In the case of a dispute which is cognizable under the Civil Service statutes or Civil Service rules, the parties may utilize the provisions of the within Agree-

ment for grievances, but such grievance procedures shall not be binding on either the Union, the employee or the employer.

#### ARTICLE XIV UNILATERAL CHANGES

There shall be no unilateral changes in the terms and conditions of employment of employees covered by this Agreement by either party.

#### ARTICLE XV UNION RIGHTS

A. The County agrees to make available to the Union in response to reasonable requests from time to time, all available information in the public domain.

B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay. Such meetings are to be normally scheduled after the working day.

C. Space shall be provided on the bulletin board in the bullpen area for the use of the Association. Copies of all materials to be posted shall be given to the Sheriff.

#### ARTICLE XVI SERVICE OF COURT PAPERS

It is understood that:

A. Court Attendants job duties shall be revised to exclude "service of papers" as a standard responsibility of the job to be performed after the completion of a basic workday, workweek or holidays.

B. The Sheriff may, when an emergency is deemed to exist, require a Court Attendant to serve papers on an infrequent basis at a time inconsistent with the Court Attendants normal hours of work.

C. Those Court Attendants whose services are required at these infrequent intervals shall be entitled to compensation for that week of three (3) hours of base pay computed on forty (40) hour week plus twelve (12¢) cents per mile for automobile usages upon presentation of a voucher for same.

D. The Sheriff shall, upon declaring that an emergency exists, receive from the President of the Union a list of those Court Attendants willing to serve. Preference shall be given to those indicating willingness before any other Court Attendants are drafted. It is understood that the overall responsibility for insuring that adequate manpower is assigned these duties remains with the Sheriff.

E. All employees using their personal vehicle for County business shall meet the insurance requirements of liability insurance with limits to bodily injury of \$10-20,000 and property damage of \$5,000. Certification of such insurance to be filed by every such employee with the employee's department head who shall thereafter be responsible for the maintenance of the said insurance policy where there is an application for reimbursement presented thereto.

#### ARTICLE XVII EXTENT OF COUNTY LIABILITY

The County represents that it maintains appropriate and sufficient insurance to cover all damages resulting from any judgments rendered in a Civil Action brought against an employee for any unintentional act or omission arising out of and in the course of the performance of his duties.

#### ARTICLE XVIII TERM OF THIS AGREEMENT

A. The Agreement shall become effective retroactive to January 1, 1972 and shall remain in full force and effect until

December 31, 1973 or until a successor Agreement is negotiated and executed, whichever shall last occur.

B. The Union reserves the right to re-open the Agreement for purposes of securing further economic adjustments. The exercise of such re-opening must be communicated in writing to the Employer not later than September 1, 1972 and any economic changes that would affect that portion of this Agreement which covers the period January 1, 1973 to December 31, 1973.

C. It is understood that wages and benefits shall be considered economic items negotiable under the re-opening clause. All other items in this Agreement shall not be subject to re-negotiation by the Union.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 3rd day of January 1973.

FOR THE NEW JERSEY  
STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION  
LOCAL NO. 197

William J. McCallister  
President

Alfred Heister  
Vice President

FOR THE COUNTY

Joseph A. R. [Signature]  
Director, Board of Chosen  
Freeholders of Passaic County

[Signature]  
Clerk of the Board

[Signature]  
Passaic County Sheriff

[Signature]  
Director of Personnel

W. J. McCallister  
1-7-73  
A. M.  
S. M.  
ER

1972 COURT ATTENDANTS SCHEDULE A

| Increment | Minimum | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Maximum |
|-----------|---------|--------|--------|--------|--------|--------|---------|
| 388       | 7758    | 8146   | 8534   | 8922   | 9310   | 9698   | 10086   |