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Rec No. 1607 7/17/70

AGREEMENT

THIS AGREEMENT made this 14<sup>th</sup> day of July, 1970, between the County of Essex, public employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as the County, and the Essex County Court Attendants, represented by New Jersey State Patrolmen's Benevolent Association Local 183, hereinafter referred to as the Union or Local 183.

WITNESSETH:

WHEREAS, the Public Employment Relations Commission has certified New Jersey State Patrolmen's Benevolent Association Local 183 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 employed by Essex County:

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 covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

ARTICLE II. RECOGNITION

The County recognizes New Jersey State Patrolmen's Benevolent Association Local 183 as the exclusive representatives

of all Court Attendants employed by the County 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 183 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 rights, privileges and 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 183 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 January 1, 1970 and April 1, 1970, respectively, County Court Attendants shall be paid in accordance with the attached salary schedule and marked "Schedule A".

ARTICLE V. UNIFORM ALLOWANCE

An allowance of \$150.00 per annum shall be paid by the County to each Court Attendant. The allowance of \$150.00 may be increased in future years, provided the parties mutually agree to do so. In the year 1970, however, the allowance shall be retroactive to April 1, 1970. The allowance due for the year 1970 shall be paid in two semi-annual installments in May and November of 1970. In subsequent years, the uniform allowance shall be paid in two semi-annual installments in May and November.

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. OVERTIME

While it is recognized that there should be some overtime pay for each court attendant, the exact wording of a provision covering the same has not been developed at the date hereof and the same shall be spelled out by further agreement between the parties. Upon completion of such negotiations

arrival at a consensus between the parties hereto, this agreement shall be amended by inserting herein an appropriate provision covering the same.

#### ARTICLE VII. AUTOMOBILE ALLOWANCE

Sheriff's Detectives and Process Servers shall be paid an automobile allowance of ten cents (\$.10) per mile up to a maximum of \$80.00 per month provided the mileage report substantiates the maximum.

Court Attendants who do not receive the aforesaid automobile mileage allowance shall be paid an automobile allowance of \$40.00 per month for the service of jury summonses.

Both of the aforesaid allowances shall be retroactive to April 1, 1970.

#### ARTICLE VIII. HOLIDAYS

Should an employee be required to work on a day which is a legal holiday or be declared a holiday by the Board of Chosen Freeholders of the County of Essex, then, upon approval by the Essex County Sheriff, the employee shall, subsequent to the holiday date, be permitted to take off with full pay one day for each such holiday worked, provided however, that should the employee not be permitted to take off a day for each such holiday worked within one year from the date of the holiday then, within one month following the expiration of said one year period, said employee shall be paid at the rate of time and one-half for such holiday worked.

ARTICLE IX. LONGEVITY

Longevity, as heretofore, shall be granted, and in particular, longevity increments shall be granted notwithstanding that the employee is not at his maximum salary. The County is now in the process of recording its records on data processing equipment, and as soon as the necessary modifications of said equipment can be made, the County will provide for an employee to receive his longevity increments within one month of the celebration of his longevity anniversary.

ARTICLE X. VACATIONS

Vacations shall be granted to employees as heretofore. Effective not later than January 1, 1971, vacations shall be granted as follows:

1st Year	One vacation day for each month of service
2nd through 5th year of employment	Twelve working days
After five years of employment and up to and including fifteen years of employment	Fifteen working days
After fifteen years of employment	Twenty working days

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 not less than those provided by the County on April 1, 1970.

Upon retirement a Court Attendant who is a member of P.E.R.S. may join the New Jersey Blue Cross - Blue Shield Group Pension Program through the New Jersey State Division of Pensions and pay the group premium. A Court Attendant who is a member of P.E.R.S. shall have life insurance coverage at three sixteenths (3/16) of his last year's salary with the County without cost.

Upon retirement, a Court Attendant who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross - Blue Shield insurance, or its successor's insurance, and \$2,000.00 life insurance by paying group rate premiums therefor.

#### ARTICLE XII. GRIEVANCE PROCEDURE

Any dispute, difference, or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements, including this agreement, affecting Court Attendants, shall first be attempted to be settled by means of a conference between the representatives of the Union and representatives of the County.

In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance regarding the interpretation or application of the provisions of the agreement may be submitted to arbitration at the request of either party to the New Jersey

State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.

The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Union or the County shall have the right to submit a matter to arbitration.

Any employee who shall be required to testify at or attend hearings of arbitration, mediation, or settlement of any question of violations of this agreement shall not suffer any loss in wages by reasons thereof.

ARTICLE XIII. TERM OF THIS AGREEMENT

This agreement shall continue in force and effect until January 1, 1971, or until a new substituted agreement is negotiated and executed, whichever event shall last occur. The parties agree that negotiations for the new agreement shall commence in September of 1970 for the 1971 agreement provided notice is given in writing by either party.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and attested to this 14th day of July, 1970.

ATTEST:

Ruth E. Stevenson  
Ruth E. Stevenson  
Clerk of the Board of Chosen  
Freeholders of Essex County

ATTEST:

Edward J. Doud  
Secretary

COUNTY OF ESSEX

By: Raymond P. Stabile  
Raymond P. Stabile  
Director of the Board of Chosen  
Freeholders of Essex County

NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION LOCAL  
183

By: Edward J. Doud  
Edward J. Doud, President  
Paul Y. McChesney  
Paul Y. McChesney, Vice-President

"SCHEDULE A"

SALARY SCALE ADOPTED FOR COURT ATTENDANTS

	<u>Effective 1/1/70</u> <u>Salary Range</u>	<u>Effective 1/1/70</u> <u>Salary Range</u>
Court Attendants	\$7,800 - \$10,200	\$8,100 - \$10,500

All Court Attendants, on January 1, 1970, shall be granted a \$400.00 salary increase, regardless of current step within the range. Similarly, all Court Attendants, effective April 1, 1970, shall be granted an additional \$300.00 salary increase regardless of current step within the range.



AMENDMENT TO AGREEMENT

THE AGREEMENT made on the 14th day of July, 1970, between the County of Essex, public employer, with offices at the Hall of Records, Newark, New Jersey, hereinafter referred to as the County, and the Essex County Court Attendants, represented by New Jersey State Patrolmen's Benevolent Association Local 183, hereinafter referred to as the Union or Local 183, is hereby amended on this 16<sup>th</sup> day of September, 1971, in the following terms and manner:

1. ARTICLE IV is hereby amended as follows: "Effective April 3, 1971 all employees covered in Schedule A of the existing Agreement shall receive an across-the-board increase in salary of 5% or \$500.00, whichever is greater."

2. ARTICLE VI is hereby amended as follows: "Effective September 13, 1971, overtime at the rate of time and one-half shall be paid whenever any Court Attendant is required to work because of any unusual occurrence, including Municipal Court duty in the evening, civil unrest, including strikes, and sequestered juries. Effective September 13, 1971, whenever a Court Attendant is required to work after 6:00 P.M. and is not entitled to overtime for the reasons described above, he shall receive compensatory time off on an hour for hour basis beginning at 6:00 P.M. Nothing contained herein shall be construed as waiver of any rights guaranteed under Civil Service or any other laws."

3. ARTICLE XIII is hereby amended as follows: "This Agreement, and any addendum thereto, shall continue in full force and effect until December 31, 1971, or until a new agreement is executed, whichever event shall last occur. Until a new Agreement is executed, all terms and conditions of the Agreement, and any addenda shall remain full force and effect."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 16<sup>th</sup> day of September, 1971.

COUNTY OF ESSEX

ATTEST:

Ruth E. Stevenson  
RUTH E. STEVENSON  
Clerk to the Board of  
Freeholders

By:

Wynona M. Lipman  
WYNONA M. LIPMAN,  
Director of the Board of  
Chosen Freeholders

NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION LOCAL 183

ATTEST:

Ronald H. Kertgen  
Ronald H. Kertgen  
Secretary

By:

James Casey  
JAMES CASEY,  
President