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1993 Monmouth County Principal Probation Officers' Collective Agreement

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ARTICLE I - RECOGNITION

The Assignment Judge hereby recognizes Local 32A, Office and Professional Employees International Union, AFL-CIO, as the sole and exclusive representative of the Principal Probation Officers I and II to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE II - AGREEMENT

This Agreement is entered into this _____ day of _____, 1993 by and between the Assignment Judge representing the Superior Court of Monmouth County, New Jersey and Local 32A, Office and Professional Employees International Union, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE III - SALARIES

Section 1

Effective January 1, 1993, and retroactive to that date, principal probation officers' minimum salaries shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Principal Probation Officer II	\$36,939
Principal Probation Officer I	42,217

Section 2

Effective January 1, 1993, and retroactive to that date, each principal probation officer shall receive an increase of five percent (5%) added to his/her December 31, 1992 base salary.

ARTICLE IV - CASH EDUCATION AWARD

Section 1

Each principal probation officer who obtains a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or any field of study related to probation as determined by the Vicinage Chief Probation Officer and approved by the Assignment Judge shall be entitled to an award of \$1,000 added to his/her salary upon submission of satisfactory evidence to the Vicinage Chief Probation Officer of having been awarded the degree.

Section 2

The decision of the Vicinage Chief Probation Officer and the Assignment Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Section 3

Each principal probation officer completing one-half of the credits necessary to earn a Master's Degree will immediately receive \$500 of the total award identified in Section 1 of this Article added to his/her salary. The fields of study and procedure shall conform to Sections 1 and 2 above. This award for achieved credits will be paid for a maximum period of three (3) years from the date of initial payment.

ARTICLE V - EDUCATIONAL LEAVES OF ABSENCE

Section 1

The Vicinage Chief Probation Officer, with the approval of the Assignment Judge, may grant a leave of absence without pay for permanent principal probation officers to attend graduate school on a full-time basis, so long as the leave of absence and the proposed educational program meets with the accord of the Vicinage Chief Probation Officer. The leave of absence shall not exceed six (6) months, which may be renewed for an additional period not to exceed six (6) months, based on the recommendations of the Vicinage Chief Probation Officer.

Section 2

No more than one (1) principal probation officer for each fifteen (15) principal probation officers of the bargaining unit shall be on leave at any one time. In the event the number of applications for leave exceed the allowable number, the decision of the Vicinage Chief Probation Officer as to whom shall be allowed to take the leave of absence shall be final and binding upon all parties concerned and not subject to further appeal.

ARTICLE VI - TUITION REIMBURSEMENT

Section 1

Principal probation officers shall be eligible for tuition reimbursement for approved graduate courses taken at an accredited college or university. The budgeted amount shall be posted annually after the adoption of the budget. The following rules and regulations shall govern the financial reimbursement of officers.

- a. Prior approval, in writing, must be secured from the Vicinage Chief Probation Officer.
- b. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Vicinage Chief Probation Officer and approved by the Assignment Judge.
- c. Reimbursement will be contingent upon proof of completion of the course or courses with a grade of "C" or better.
- d. Reimbursement to eligible officers will be made first to those currently enrolled in a program and then in order of application until such time as the budgeted amount is exhausted.
- e. Reimbursement shall be limited to the per credit tuition charges prevailing at the state colleges.
- e. Reimbursement shall be limited to the per credit tuition charges prevailing at the state colleges.

Section 2

In order to be entitled to tuition reimbursement, the principal probation officer must be an employee of the probation department at both the time of registration and the time of course completion.

Section 3

No more than two (2) courses for a maximum of six (6) credits may be taken in a single semester by a principal probation officer. No more than four (4) courses for a maximum of twelve (12) credits may be taken in a full school year by a principal probation officer.

This Article pertains only to permanent employees. It is understood by both parties to this Agreement that provisional employees are not eligible for tuition reimbursement.

ARTICLE VII - CONFERENCES AND EDUCATIONAL PROGRAMS

Section 1

Upon approval of the Vicinage Chief Probation Officer within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, principal probation officers may attend approved meetings, seminars and conferences in correction, social work and related disciplines. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

Section 2

The Vicinage Chief Probation Officer shall, as he receives information, make employees aware of educational programs that are financed and initiated by Federal and State authorities by posting all such information and issuing a copy of said notice to the Union representatives. The Vicinage Chief Probation Officer shall also render assistance as is required to permit the employees to partake of the aforementioned programs.

ARTICLE VIII - SUPPER ALLOWANCE

Effective upon the implementation of this Agreement, principal probation officers who are required to remain on duty through the supper hour, which shall be 6:00 p.m., shall receive a supper allowance in the sum of eight dollars (\$8.00). Reimbursement shall be made after submission of a voucher.

ARTICLE IX - ON-CALL PAY

Each principal probation officer required to be on call for twenty-four (24) hour juvenile intake "beeper duties" for a full week in accordance with departmental regulations in effect shall receive one hundred twenty-five dollars (\$125.00) for that week upon submission of a voucher pursuant to the provisions of N.J.S.A. 2A:168-8. Prior to implementing a mandatory assignment plan, the Vicinage Chief Probation Officer shall meet with representatives of the Union to discuss the plan. If there is a change in the format of beeper duty, the parties will reopen negotiations on this provision of the contract.

ARTICLE X - PROMOTIONAL INCREASE

If an officer is promoted from Senior Probation Officer to Principal Probation Officer II, the officer's base salary shall be increased by six percent (6%).

If an officer is promoted from Principal Probation Officer II to Principal Probation Officer I, the officer's base salary shall be increased by six percent (6%).

ARTICLE XI - SICK LEAVE

Section 1

Sick leave is defined to mean absence from post of duty of an employee because of illness, exposure to contagious disease, attendance of the employee upon a member of the employees' immediate family who is seriously ill.

Sick leave will be earned according to the following schedule:

- a. One (1) day earned per month for the first calendar year. Employees who begin work with the Probation Department prior to the 16th day of the month shall be granted one (1) sick leave day for that month. Employees starting work with the Probation Department after the 15th day of the month shall not be granted sick leave for that month.
- b. After their first full year of employment, principal probation officers shall be credited sick leave on January 1st in anticipation of sick leave being earned at a rate of one and one quarter (1 $\frac{1}{4}$) days per month. If a principal probation officer required none or only a portion of allowable sick leave during any calendar year, the amount of this leave not taken accumulates from year to year, and the employee is entitled to sick leave with pay if and when needed. At the time of separation from service, if a principal probation officer has used anticipated, but unearned sick leave, as provided in Section 1 b. above, he/she must make reimbursement for that time.

Section 2

Officers unable to report to work due to circumstances described in Section 1 above, or for any other reason, shall be required to contact the Vicinage Chief Probation Officer or his designee in accord with Monmouth County Probation Department policy.

All other procedures concerning sick leave shall be governed by Monmouth County policy as adopted by Judiciary management except where modified by the terms of this Agreement.

ARTICLE XII - PERSONAL LEAVE

Section 1

Employees shall be entitled to three (3) personal days per year with pay.

Section 2

Personal days shall not accumulate from year to year.

ARTICLE XIII - VACATION

Section 1

Pursuant to R. 1:30-5(b), principal probation officers of the Monmouth County Probation Department shall receive the same vacation credits as are provided generally to other employees of the County.

Section 2

Principal probation officers who exhaust their accrued sick leave during any prolonged illness may request and shall be permitted to convert and use accrued vacation credits (on a one-to-one basis) during the continuation of that illness, provided the Vicinage Chief Probation Officer or his designated representative is properly notified of the desire of the officer to substitute such credits and provided medical proof of the illness is supplied.

Section 3

Principal probation officers shall be permitted to carry over up to, but not greater than, five (5) days vacation from the previous calendar year into the succeeding calendar year subject to receipt of scheduling approval by the Vicinage Chief Probation Officer. If a dispute arises regarding approval of vacation carry over requests, the matter shall be resolved by the Assignment Judge or his judicial designee whose decision shall be final.

Section 4

Vacation may be taken in half days with the prior approval of the Vicinage Chief Probation Officer or the Case Manager, if so designated by the Vicinage Chief Probation Officer.

ARTICLE XIV - MATERNITY/PATERNITY LEAVE

Employees seeking maternity/paternity benefits may utilize accumulated sick leave one (1) month prior to the delivery date, and up to six (6) weeks thereafter. The use of such sick leave is subject to medical verification. Any subsequent leave of absence thereafter shall be subject to approval by the Vicinage Chief Probation Officer. In considering such leave application, a determining factor shall be in the needs of the department.

Approval for a leave of absence without pay, in relation to maternity/paternity leave, may be granted for up to three (3) months. However, this three (3) month leave is not automatic, and will be considered depending on the department's needs. Such three (3) month period will commence six (6) weeks after the birth of the child.

ARTICLE XV - HOLIDAYS

Section 1

Principal probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

- January 1st.....New Year's Day
- 3rd Monday in January.....Martin Luther King's Birthday
- February 12th.....Lincoln's Birthday
- 3rd Monday in February.....Washington's Birthday
- Last Monday in May.....Memorial Day
- July 4th.....Independence Day
- 1st Monday in September.....Labor Day
- 2nd Monday in October.....Columbus Day
- November 11th.....Armistice or Veteran's Day
- 4th Thursday in November.....Thanksgiving Day
- December 25th.....Christmas Day
- Good Friday and General Election Day

Section 2

If any principal probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off (excluding beeper duty).

ARTICLE XVI - HEALTH AND WELFARE BENEFITS

Principal probation officers shall continue to be provided with all health and welfare benefits presently granted to Monmouth County employees generally. If the County offers its employees generally the option of other medical insurance coverage, the same option shall be afforded principal probation officers subject to the County's policy for implementation of the plan.

If, during the terms of this Agreement, the County grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, and such benefits were not a subject of negotiations for this Agreement, the Assignment Judge may grant such benefit to principal probation officers or shall reopen this matter for further negotiation.

ARTICLE XVII - PLACE OF RESIDENCE

Section 1

The Assignment Judge agrees that any officer of the Monmouth County Probation Department, after having received permanent appointment, may be permitted to reside anywhere in the State of New Jersey. However, in the event such officer has been granted the use or control of a vehicle owned by the County, then such vehicle must not be taken out of the confines of Monmouth County, except on official business. In the event such officer does reside without the County, such vehicle will be returned to the County garage or such other place as is designated by the Vicinage Chief Probation Officer at the conclusion of each working day, or the time within which the same is being used or operated on probation department business. It is understood that cars shall not be used for any purpose except County business.

Section 2

If the Board of Freeholders revises its policy with respect to the car arrangements, the parties hereto agree to enter into negotiations for the purposes of discussing the impact of such a change. It is further understood that this is the only item which will be discussed in any such negotiations.

ARTICLE XVIII - LIABILITY

Section 1 - Conditions

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

- a. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
- b. The employee was acting in the discharge of duty imposed or authorized by law, provided

- c. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee.

Section 2 - Procedure-Criminal Action

- a. Should any criminal action be instituted against employees entitled to defense according to the foregoing paragraph for any such act or omission arising out of his/her employment as a principal probation officer and such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him/her for the cost, not covered by policy of insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- b. If at the conclusion of the criminal proceeding a dispute arises between the County Counsel and the employee's attorney concerning the reasonableness of his fees, this issue shall be submitted to the Assignment Judge for a final and binding decision. Prior to such decision, both County Counsel and the employee's attorney shall have an opportunity to present to the Assignment Judge their respective positions as to the reasonableness of fees.
- c. In order to qualify for this reimbursement program, the attorney selected by the employee must sign an agreement in which he agrees to keep accurate and complete records of the hours which he spends on the case (to include the date and nature of service performed with regard to all times) from the outset of the case. Such documentation must be submitted by the attorney on a monthly basis prior to the payment of any monies by the County to the attorney for services rendered during that month. At the conclusion of the case, the attorney must submit an Affidavit of Services rendered which sets forth a total detailed time information record.

Section 3 - Procedure-Civil Action

- a. Any employee who is served with a summons and complaint shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action to the County Counsel.
- b. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If, in accordance with Subsection 1, the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the County, or by private counsel to be retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Monmouth.

- c. The County shall provide representation to the employee at all stages of the litigation and shall save harmless and protect the employee from any financial loss or any judgment entered against the employee resulting from any action in which the County provided such representation. In instances where the County provided representation, the entering of a civil judgment against an employee does not necessarily constitute bad faith conduct by the employee.

ARTICLE XIX - UNION BUSINESS

Section 1

The Union shall furnish to the Vicinage Chief Probation Officer the names of one (1) principal probation officer who is to be Union steward and one (1) alternate for the purposes of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed one (1) employee and one (1) alternate for the purpose of handling employees' grievances and to attend O.P.E.I.U.'s national and state meetings, provided such time off is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be reported to the Vicinage Chief Probation Officer or a duly designated subordinate.

ARTICLE XX - DUES CHECK-OFF

Section 1

The Employer agrees to deduct the Union bi-monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted to the Union. This right of dues check-off shall be exclusive to O.P.E.I.U., Local 32A, who shall hold the Employer harmless for any such deduction as certified.

Section 2

If an employee's authorized dues are, for some reason, not being properly deducted, the Union will contact the county payroll office, giving the employee's name, Social Security number, job title and local affiliation. The Employer will take action to correct the situation.

Section 3

In the event an employee wishes to withdraw from the Union, the employer will honor such withdrawal only during such periods as prescribed by law. A letter shall be forwarded to the employer annually, identifying appropriate dates, as per statute.

ARTICLE XXI - MEETINGS

Representatives of the Union may meet with the Vicinage Chief Probation Officer and the Assignment Judge or his designee to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

ARTICLE XXII - DEPARTMENTAL SENIORITY

In calculating an employee's time for the purposes of department seniority, management shall use the original date of appointment, either provisional or permanent.

Provisional officers who are terminated due to the application of the New Jersey Department of Personnel certification process and who are subsequently appointed as permanent probation officers shall have the service accrued as a provisional applied to their departmental seniority.

The Article shall not apply to the computation or application of seniority in determining individual rights administered by the New Jersey Department of Personnel, such as layoff and promotional rights or other rights governed by the New Jersey Department of Personnel; nor is this Article intended to modify management's computation or application of seniority when implementing Article III (Salaries).

ARTICLE XXIII - POSTING OF VACANCIES

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as result of the development or establishment of a new job classification, the Vicinage Chief Probation Officer shall have such vacancy prominently posted in the main office and each branch office. At the time of the posting, the Vicinage Chief shall also provide the Union representative with a copy of the posting notice. Notices of all job vacancies shall be posted and given to the Union with the applicable job description.

The Employer will provide three (3) locked, glass bulletin boards for the posting of probation department notices. These bulletin boards shall be maintained in the Asbury Park Office; 1st Floor South Wing Probation Department in Freehold and Ground Floor Probation Department in Freehold.

XXIV - MANAGEMENT RIGHTS

Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Assignment Judge representing the Superior Court and management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

- a. To manage and administer the affairs and operations of the probation department;
- b. To direct its work forces and operations;

- c. To hire, promote, assign and transfer personnel;
- d. To schedule and determine work assignments;
- e. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
- f. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- g. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Vicinage Chief Probation Officer, which need not be in writing.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, Statutes and Court Rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and The Assignment Judge of the County in the administration of the probation department. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Assignment Judge and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this Agreement shall operate to restrict the Assignment Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE XXV - NEW JERSEY DEPARTMENT OF PERSONNEL (FORMERLY CIVIL SERVICE)

The administrative and procedural provisions and controls of the New Jersey Department of Personnel (formerly Civil Service) and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

ARTICLE XXVI - GRIEVANCE PROCEDURE

The parties agree that a complaint or grievance of any principal probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, on the grievance form approved by the parties, signed by the aggrieved officer and submitted to the Vicinage Chief Probation Officer or his designee, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter on the approved grievance form. In the case of absence of the Vicinage Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Vicinage Chief Probation Officer, he/she may choose to utilize one of the following two options:

- a. The officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Merit System Board agrees to hear the case;
- b. He/She may appeal to the Superior Court Assignment Judge, on the approved grievance form, in which case the decision of the Assignment Judge or his designee shall be final and shall be rendered with reasonable promptness. The Assignment Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable statute or court rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, and/or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XXVII - PERSONNEL FILES

Each officer shall have access to his/her own personnel files during reasonable working hours upon notification to the Vicinage Chief Probation Officer. Each document shall be initialed by the employee concerned upon his/her examination. The signature affixed by the employee to any document in such file shall not indicate in any way that the employee agreed with the contents of the file. The signature will be affixed only to show the file has been reviewed in accord with the present Agreement. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

ARTICLE XXVIII - NON-DISCRIMINATION

The Employer will not discriminate against any principal probation officer covered by this Agreement because of the employee's race, creed, color, sex, age, union affiliation, or national origin.

ARTICLE XXIX - MAINTENANCE OF BENEFITS

All benefits recognized by the Assignment Judge as benefits and within his exclusive control and in effect at the commencement of this Agreement shall be retained during the term of this Agreement unless modified or abridged by the provisions contained in this Agreement.

ARTICLE XXX - SEVERABILITY

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXXI - CONCLUSIVENESS OF AGREEMENT

The Agreement constitutes the final and complete understanding between the parties of all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXXII - DURATION OF AGREEMENT**Section 1**

The provisions of this Agreement, unless provided otherwise in this Agreement, shall be effective January 1, 1993 and shall remain in full force and effect until December 31, 1993. By mutual concurrence of the parties, the Agreement may be continued for an additional time period.

Section 2

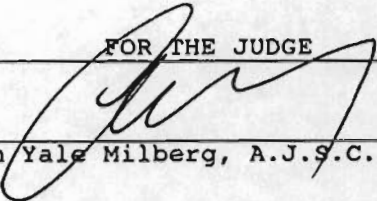
The written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1993.

Section 3

In the event of impasse during negotiations for a successor agreement, the parties agree to utilize the mediation and fact-finding services of the Public Employment Relations Commission.

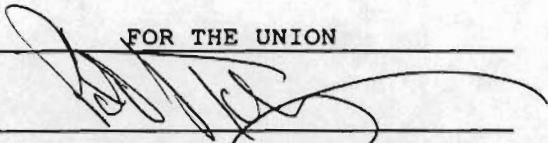
In witness of this Agreement, the parties to it have affixed their signatures this 22nd day of April, 1993.


FOR THE JUDGE



Alvin Yale Milberg, A.J.S.C.

FOR THE UNION



Kathleen Salonen


E. D. Trent

Monmouth County Board of Chosen Freeholders

BY:

