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AGREEMENT

THIS AGREEMENT made the 21-11 day of Nov 1976 by and between the Judges of the County Court of Monmouth County, New Jersey, and their successors (hereinafter referred to as "Employer") and Teamsters Union Local 102, Box 318 Rockaway, New Jersey (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 1: The Union is recognized during the life of this agreement as the sole collective bargaining agency pursuant to Laws 1968, Chapter 303 as amended (N.J. Employer-Employee Relations Act) for all employees described in the Bargaining Unit, in Section 2 hereof.

Section 2; This agreement pertains only to employees working for the Monmouth County Court as Probation Officers and Senior Probation Officers located in Freehold, New Jersey.

Section 3: The term employees as used in this agreement refers to all Probation Officers and Senior Probation Officers of the Monmouth County Probation Department who constitute the appropriate bargaining unit.

[Handwritten marks]

Section 4: The term employee as used in this agreement shall not include any supervisory employee with the right to hire fire or otherwise discipline employees or effectively recommend such action.

ARTICLE II

PURPOSE OF AGREEMENT

Section 1: It is the intent and purpose of the parties hereto that this agreement covering rates of pay, hours of work and condition of employment, will promote professional and economic relations and establish a basis for securing cooperation, harmony and good will between the Court and its employees, and the Union and its members.

Section 2: It is recognized that by granting the benefits contained herein the Court is adding greatly to the cost of operation and increasing the burden upon the taxpayers of Monmouth County. This agreement is, therefore, made with the understanding that the Union and its members will cooperate with the Court in promoting better efficiency and more production per man hour. It is further recognized that the successful operation of the Monmouth County Courts can be assured only through the cooperation of the parties hereto.

Section 3: In consideration of the obligations assumed by the Court in this agreement, the Union and its members recognize their responsibilities to secure and sustain maximum productivity and cooperation per employee during the term of this agreement in order that the Court may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Court will cooperate with the employees and the Union in order to assure that each of the parties hereto shall secure maximum benefits from the within agreement and engage in a period of mutual cooperation.

ARTICLE III

NO WORK STOPPAGE OR SLOWDOWN

Section 1: It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike, sitdown, slowdown, work stoppage or limitation upon production during the life of this agreement. If any employee, or group of employees, represented by the Union should violate the intent of this paragraph the Union, through its proper officers, will promptly notify the Court and such employee or employees in writing of its disapproval of such violation.

Section 2: The Court reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

ARTICLE IV

PLACE OF RESIDENCE

Section 1: The Court agrees that any employee of the Monmouth County Probation Department after having received permanent appointment may be permitted to reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the Probation Department of Monmouth County. However, in the event such employee 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 employee does reside without the County such vehicle will be returned to the County garage or such other place as is designated by the 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: Since the Board of Freeholders is currently revising its policy with respect to car arrangements, the parties hereto agree that in the event the Board of Freeholders should revise its policy that the parties will enter into negotiations for the purpose of discussing the impact of such a change on the practices of the Probation Department with respect to the use of county cars. It is further understood that this is the only item which will be discussed in any such negotiations.

ARTICLE V

UNION REPRESENTATIVES

Section 1: The Union shall furnish to the Chief Probation Officer the names of the two (2) Probation Officers who are to be designated as Union Stewards for the purpose of handling grievances.

Section 2: Time off with pay shall be provided to one of the two union stewards who is required to attend a grievance hearing on behalf of a grievant pursuant to the grievance procedure contained in this agreement.

ARTICLE VI

CHECKOFF OF DUES

Upon written authorization required by R. S. 52:14-15.9(e), union dues shall be deducted and remitted to Ben Merker, Secretary-Treasurer, Teamsters Local 102, Box 318, Rockaway, New Jersey. Withdrawal of said authorization must also be made in accordance with said statute.

ARTICLE VII

GRADUATE WORK AND IN-SERVICE TRAINING

Section 1: Leave with pay shall be continued to be provided for Probation Officers to participate in in-service training courses approved by the Chief Probation Officer.

Section 2: Upon request of the Chief Probation Officer, within budgetary limitations and in adherence to the provisions of N. J. S. 2A:168-8, Probation Officers may attend approved meetings, seminars and conferences on corrections, social work and related discipline. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

Section 3: The Employer shall allow leave of absence without pay for permanent Probation Officers to attend college on a full time basis, so long as the leave of absence and the proposed educational program meets with the accord of the 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 recommendation of the Chief Probation Officer and in accordance with Civil Service Rule 4:1-17-2. No more than one (1) officer for each fifteen (15) officers of the bargaining unit shall be on leave at any one time. In the event the number of applications for leave exceeds the allowable number, the decision of the Chief Probation Officer as to who shall be allowed to take the leave of absence shall be final and binding upon all parties concerned. In the event that utilization of such leaves for educational purposes results in an exodus of those officers who have received the benefit of other employment, the County Court Judges reserve the right to withdraw or modify the benefit upon proper notice to the Union. The decision of the Judges in this respect will be binding and not subject to a grievance procedure, except where the change affects an officer who has already received approval to utilize the benefit.

Section 4: The parties hereto expressly acknowledge that each of the employees in the bargaining unit is interested in securing educational advancement in order to better perform the services which the employee is called upon to perform. The Court, therefore, expressly acknowledges that it will through the Chief Probation Officer make available to all employees such programs as are financed and initiated by Federal and State Authorities and will render such assistance as is required to permit each of the employees to partake of the aforementioned educational advancements.

In addition, thereto, the Chief Probation Officer shall have the right to use such training funds as are allocated and available in his budget for tuition reimbursement for Probation Officers enrolled in programs approved by the Chief Probation Officer after said employees have exhausted their opportunities for the educational programs provided by State and Federal Authorities. The determination as to when, and to whom these funds shall be allocated shall be left to the discretion and determination of the Chief Probation Officer.

However, the following guide lines shall be used by him in allocating such funds:

1. Any applicant for tuition reimbursement must apply for and receive advance approval from the Chief Probation Officer for the courses to be taken.

2. The applicant must have satisfactorily completed the course or courses in order for tuition reimbursement to be available.

3. Application for reimbursement must be made to the Chief Probation Officer on or before October 1, 1976 in order to be eligible for reimbursement.

4. In order for courses to be eligible for reimbursement they must be completed in the calendar year 1976.

5. It is understood that receipt of approval for a course does not guarantee reimbursement of tuition for that course and that reimbursement is limited to a funds available basis. It is further understood that tuition reimbursement shall be available only to employees who have attained permanent status of at least twelve (12) months at the time that application for approval of courses is made. It is further understood that in the event that funds are not available for the reimbursement of all applicants that such funds as are available will be divided equally among the applicants whose courses were approved by the Chief Probation Officer in accordance with this Article.

Section 5: Any employee in the bargaining unit who holds or obtains a masters degree or a Doctoral degree in Psychology, Sociology, Social Work, Criminology, Penology, Criminal Justice, Public Administration, Guidance or any other degree approved by the Administrative Office of the Courts, which degree is expected to materially improve the ability of the employee to carry out his assigned duties will be entitled to an additional \$500 in addition to the employees normal annual salary.

ARTICLE VIII

SALARY

Section 1: Salaries for present members of the bargaining unit shall be in accordance with Schedule A annexed hereto and made a part hereof. It is agreed that said Schedule embodies a negotiated settlement of alleged inequities and that said Schedule A is conditioned on a withdrawal of any pending complaints before the Civil Service Commission or elsewhere.

Section 2: It is agreed that the salary range for Probation Officers shall be as follows:

(a) As of January 1, 1975 \$8,500 to \$14,300

(b) As of January 1, 1976 \$9,000 to \$15,730 ✓

Section 3: It is agreed that the salary range for Senior Probation Officers shall be as follows:

(a) As of January 1, 1975 \$10,000 to \$15,792

(b) As of January 1, 1976 \$10,000 to \$17,371

Section 4: It is understood and agreed that the listing of names on Schedule A does not constitute an employment contract with the specific named individual for the duration of this agreement and is intended solely to describe the salary of said employee if his or her employment is otherwise continued in the job classification shown.

ARTICLE IX

GRIEVANCES

Section 1: In the operation of the Probation Department it is recognized that on occasion a complaint may arise between the Employer and the Union, or between the Employer or any one or more employees concerning the meaning, or application of, or compliance with, any section of this agreement. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there was no intent to cause a misunderstanding. In addition, various disagreements may arise between employees and supervisory employees, all of which require some form of determination. The Employer and the Union earnestly desire that such complaints or grievances or differences be promptly settled so that the efficiency in the department shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grieving of any such complaints that may arise is outlined hereinafter in Section 3.

Section 2: The Union specifically agrees that the settlement of complaint procedure shall be the only method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations affecting the job category for employees who are affected by the within Agreement. Accordingly, the Union pledges that if any dispute arises under this agreement, it shall be settled in the manner provided for in this Article and pending such a settlement all employees shall carry out their assignments as directed by the Employer and their supervisory Probation Officers. If any employee should refuse to follow the settlement of complaint procedure and take such other action, except such action as is provided for in Civil Service Regulations, such action shall constitute a violation of this agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Employer, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action by the Employer, or supervisory employee, may be appealed by the employee or the Union in accord with the settlement of complaint procedure.

Section 3: A complaint or grievance of any probation officer relating to the interpretation or application of the

specific benefits and provisions contained in this contract, 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 complaint or grievance shall first be taken to the officer's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time within (3) working days, if possible. 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, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a written decision within five (5) working days thereafter. In the case of absence of the 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 Chief Probation Officer, he may choose to utilize one of the following options for a final determination of the grievance:

- (a) He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency; or
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate the Trial Court Administrator or a representative ~~who is not an employee of the Courts or representative~~ who is not an employee of the Courts to hear and make recommendations to them for disposition.

In using the grievance procedure established herewith, an officer is entitled at each step to be represented by the shop steward and/or an attorney of his own choosing and/or by a bona fide member of the Union designated to represent him pursuant to this agreement. In no event shall the number of representatives exceed two (2).

ARTICLE X

VACATION

Section 1: Accrual and eligibility for vacation shall be in accordance with county policy applicable to all employees.

Section 2: Employees in the bargaining unit who become ill while on vacation, shall be permitted to substitute

accrued sick leave credits for accrued vacation credits (on a one to one basis) during such illness, provided the Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein. Medical proof of the illness shall be required as a condition of making the substitution.

Section 3: Employees in the bargaining unit who exhaust their accrued sick leave credits 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 Chief Probation Officer or his designated representative is promptly notified of the desire of the employee to substitute such credits and provided medical proof of the illness is supplied.

ARTICLE XI

MEAL ALLOWANCE

Section 1: In the event that any employee shall be required to remain on duty during the supper hour he shall receive a meal allowance in the sum of \$4.00 provided, however, that the employee seeking such allowance shall provide the Chief Probation Officer with a receipt for the expenditure for said meal.

ARTICLE XII

MISCELLANEOUS

Section 1: The parties hereto recognize and acknowledge that each of the employees herein referred to is considered to be practicing a profession and that in the practice of such profession that no regular work hours can be established. Each of the parties hereto, therefore, expressly acknowledges and recognizes that in many instances the employees are required to perhaps place more hours on a particular project or job than is normally required. The employees further expressly acknowledge that the terms of employment of a Probation Officer are to a large extent governed by the Statutes, Court Rules, judicial policy, and the provisions of the Civil Service Act affecting the particular position occupied by the employee covered by this agreement. The parties hereto expressly acknowledge and agree that the employee shall expend such hours and such time as is reasonably required to perform the duties which are called for in a particular job classification as set forth in the aforementioned Regulations affecting his position. It is expressly understood that where inconsistent with this agreement, the duties of the employees shall be governed by the aforementioned Regulations and not the terms of this agreement.

Section 2: The parties hereto expressly recognize and acknowledge that all sums agreed to be paid hereunder in the

form of wages or other economic benefits to the employees are subject to notice to the Board of Freeholders of the County of Monmouth pursuant to the provisions of N.J.S.A. 2A:168-8 and such hearing as may be held, if requested, to consider opposition by the Board of Freeholders to those particular benefits. The parties, therefore, expressly agree that this agreement will not become effective until such time as all of the aforementioned statutory requirements have been complied with, including a hearing, if requested.

Section 3: The parties agree to abide by all applicable laws and rules that have the force of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex or national origin.

Section 4: Should any provision of this agreement be found to be in violation of any law or of any rule having the force and effect of law, all other provisions hereof shall remain in full force and effect for the duration of the agreement.

ARTICLE XIII

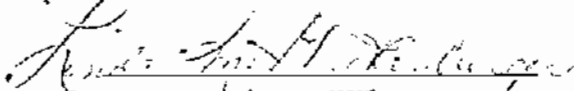
DURATION OF AGREEMENT

Section 1: This agreement shall become effective as of January 1, 1975 and shall continue in full force and effect until midnight December 31, 1976 and from year to year thereafter unless terminated as provided in Section 2 hereof.

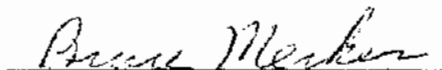
Section 2: Should either party desire to discontinue or modify the existing agreement effective January 1, 1977 or any anniversary date thereafter, said party shall provide the Notice required by the provisions of N.J.A.C. 19:12-2.1.

Section 3: This is the last article of the total agreement reached by the parties, incorporates all of the agreements arrived at between the parties except the salary schedule which is annexed hereto as Schedule A and nothing may be added to or deleted from this agreement without the written approval of both parties.

WITNESS:

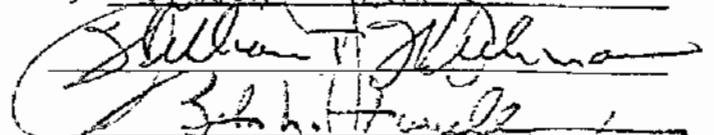
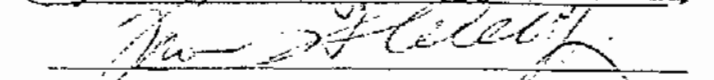

I hereby certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned.
A Notary Public in and for the State of New Jersey
My Commission Expires 12/31/1982

WITNESS:

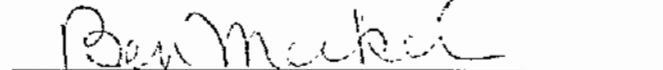


MONMOUTH COUNTY COURT

By: 

TEAMSTERS UNION LOCAL 702



SCHEDULE A

	EFFECTIVE 1/1/75 (per year)	1/1/76 (per year)
<u>SENIOR PROBATION OFFICERS</u>		
CLAYTON, CARY	12,160	13,376
SPENGE MAN, WILLIAM	13,508	14,859
RAINVILLE, RAYMOND	14,207	15,628
MACK, WILLIAM	14,373	15,810
WEBSTER, EUGENE	15,792	17,371

PROBATION OFFICERS

ONDREY, ANDREW	14,300	15,730
WYMBS, CAROL	13,780	15,159
McKNIGHT, THOMAS	13,348	14,682
TRENT, MARY ELLEN	13,348	14,682
DeSHEPLO, FRANK	13,348	14,682
HALL, RODNEY	13,348	14,682
HOPKINS, ROBERT	12,805	14,086
KULASZEWSKI, RICHARD	12,805	14,086
SELFRI DGE, EDWARD	12,805	14,086
SCHLENGER, ROBERT	12,125	13,338
FARIELLO, ARTHUR	12,125	13,338
LABRECQUE, ROBERT	12,125	13,338
LOXTON, VLASTA	12,125	13,338
BOHN, BARBARA	11,062	12,168
FRASE, DENNIS	11,062	12,168
LAWRENCE, KATHLEEN	11,062	12,168
NAPPA, ELAINE	11,062	12,168
GARSHELL, ADELE	10,080	11,088
GARDELL, DENNIS	9,827	10,810
WIDMAN, ROSE	9,099	10,009
HARARY, JOAN	9,000	9,900
DEAN, ELIZABETH	8,500	9,350
DAVISON, KATHLEEN	8,500	9,350
NAIDOFF, BRUCE	8,500	9,350
MOYER, OTTO	8,500	9,350
WESTRICK, EUGENE	8,500	9,350
DUNN, DONNA	8,500	9,350