

A G R E E M E N T

Between

*Union County, Judges of the Superior Court*  
THE JUDGES OF THE SUPERIOR COURT  
OF UNION COUNTY, NEW JERSEY

And

*IBT, Local 102*  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 102

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Effective: January 1, 1980 through December 31, 1981

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WEINBERG AND MANOFF, P.A.  
266 Morris Avenue  
Springfield, New Jersey 07081  
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ARTICLE I  
AGREEMENT

This Agreement entered into this 21st day of July, 1981, by and between THE JUDGES OF THE SUPERIOR COURT OF UNION COUNTY, NEW JERSEY, (hereinafter referred to as the "Judges") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 102 (hereinafter referred to as "Union")

ARTICLE II  
RECOGNITION

The Judges hereby recognize the Union, pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Investigators of the Union County Probation Department, to negotiate matters relating to terms and conditions of employment.

ARTICLE III  
MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives 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.

Section 2.

Whenever the term "Employer" shall be used throughout this agreement it shall mean and include the Judges of the Superior Court of Union County, the Chief Probation Officer of Union County,

and/or their designees.

Section 3.

Except as modified, altered or amended by the within agreement, the Judges of the Superior Court of Union County, the Chief Probation Officer and/or their designees, shall not be limited in the exercise of their customary and inherent management functions. The Judges of the Superior Court of Union County, and/or the Chief Probation Officer hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and invested in any of them by the laws of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

(a) The executive management and administrative control of the Superior Courts of the County of Union, matters related to probation and the activities of employees covered by the terms of this agreement related to their employment.

(b) The right to hire all employees and subject to existing Civil Service Rules and Regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Chief Justice of the Supreme Court, the Supreme Court, the Administrative Director, the Assignment Judge, the Judges of the Superior Court of Union County and/or the Chief Probation Officer and their designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States and rules and regulations issued by the Supreme Court of the State of New Jersey.

ARTICLE IV  
PLEDGE AGAINST DISCRIMINATION

The Judges and the Union agree to continue their practice of not discriminating against any employee because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable federal and state statutes, rules and regulations.

ARTICLE V  
SALARIES

Section 1.

Effective January 1, 1980, the Investigator salary

range shall be increased by 6% so that the minimum for 1980 shall be \$11,264.00 and the maximum shall be \$13,021.00.

Section 2.

Effective January 1, 1981, the Investigator salary range shall be increased by 6.5% so that the minimum for 1981 shall be \$11,996.00 and the maximum shall be \$13,867.00.

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 dates 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.
- (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.

ARTICLE VI  
AUTOMOBILE ALLOWANCE

Section 1.

Employees covered by the terms of this agreement when directed by the Chief Probation Officer to use his/her private vehicle on Probation Department business he/she shall be reimbursed for such use at the rate of Eighteen (18¢) Cents per mile, effective January 1, 1980. Employees authorized to use their private vehicles shall keep monthly records, specifying the dates and use, points of travel, mileage travelled, and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2.

Investigators authorized to use private vehicles on Probation Department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence.

ARTICLE VII  
LONGEVITY

Employees covered by the terms of this agreement hired and employed by the County prior to January 1, 1973, shall be entitled to and paid longevity payments and adjustments in accordance with the longevity policy adopted by Freeholder Resolution 163 in the year 1967, 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.

Any employee who was hired by the County after January 1, 1973 shall not be covered by the County Longevity Program.

#### ARTICLE VIII SUPPER ALLOWANCE

Employees covered by the terms of this agreement who are required to remain on duty past 6:00 p.m. shall receive a supper allowance of up to \$4.75 for 1980, and up to \$5.00 for 1981. Reimbursement shall be made after submission of a voucher and a receipt.

#### ARTICLE IX PAYROLL DEDUCTION OR UNION DUES

##### Section 1.

The County of Union agrees to deduct from the salaries of employees, dues for the Union when authorized in writing to do so by each employee.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.



Section 2.

The amount of monthly Union membership dues will be certified by the President of the Local Union in writing to the Employer, and the amount so certified will be uniform for all members of the Union.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Union on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

ARTICLE X  
HOLIDAYS

Investigators 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:

1980

New Year's Day	Tuesday, January 1, 1980
Martin Luther King's Birthday	Tuesday, January 15, 1980
Lincoln's Birthday	Tuesday, February 12, 1980
Washington's Birthday	Monday, February 18, 1980
Good Friday	Friday, April 4, 1980
Memorial Day	Monday, May 26, 1980
Independence Day	Friday, July 4, 1980
Labor Day	Monday, September 1, 1980
Columbus Day	Sunday - celebrated - Monday October 13, 1980
General Election Day	Tuesday, November 4, 1980
Veteran's Day	Tuesday, November 11, 1980
Thanksgiving Day	Thursday, November 27, 1980
Day After Thanksgiving Day	Friday, November 28, 1980
Christmas Day	Thursday, December 25, 1980

1981

New Year's Day	Thursday, January 1, 1981
Martin Luther King's Birthday	Thursday, January 15, 1981
Lincoln's Birthday	Thursday, February 12, 1981
Washington's Birthday	Monday, February 16, 1981
Good Friday	Friday, April 17, 1981
Memorial Day	Monday, May 25, 1981
Independence Day	Friday, July 3, 1981 - in lieu of Saturday
Labor Day	Monday, September 7, 1981
Columbus Day	Monday, October 12, 1981
General Election Day	Tuesday, November 3, 1981
Veteran's Day	Wednesday, November 11, 1981
Thanksgiving Day	Thursday, November 26, 1981
Day After Thanksgiving Day	Friday, November 27, 1981
Christmas Day	Friday, December 25, 1981

ARTICLE XI  
VACATIONS

Section 1.

Vacation Eligibility:

(a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.

(d) Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.

(e) Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.

(f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year.

(g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

Section 2.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 4.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 5.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 6.

If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 7.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 8.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 9.

Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of the pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE XII  
SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Ab-

sences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first calendar year of employment.

(b) One and one quarter ( 1 1/4) days for each full month of service with the Employer beginning with the second calendar year of employment.

(c) Part-time employees shall receive sick leave credits on a prorated basis.

(d) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

(e) Unused sick leave may be accumulated from year to year.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than fifteen (15) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which

event, only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

ARTICLE XIII  
PERSONAL BUSINESS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Chief Probation Officer. The leave may only be taken if the Chief Probation Officer approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

(c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3.

Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulative from year to year.

ARTICLE XIV  
DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XV  
MATERNITY LEAVE

Section 1.

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the Chief Probation Officer in writing for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of the delivery of the

child, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well being of the employee. In the event that a doctor, designated by the employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested.

Section 2.

The Employer shall consider the employee's requested date of return, however, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than sixty (60) days from the date of delivery of the child, nor may a maternity leave exceed ninety (90) days in duration, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. When the Employer approves any maternity leave it shall do so, in writing, designating the term of the leave and a return date for the employee to return to work.

Section 3.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Employer for permission to return to her position prior to the termination of the period for which the leave is granted.

Section 4.

If an employee fails to return to work on the termination of the leave the employee will be considered as having resigned.



Section 5.

While temporary employees may be granted a maternity leave as herein provided in accordance with Civil Service Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE XVI  
RESIDENCE

Investigators may 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.

ARTICLE XVII  
GRIEVANCE PROCEDURE

Section 1.

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation investigator 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 Principal Probation Officer in charge of the Unit who shall make an effort to resolve the problem within a reasonable period of time; within three (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 aforementioned level, the

grievance shall be put in writing, signed by the aggrieved investigator and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within seven (7) 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 investigator is not satisfied with the decision of the Chief Probation Officer, he/she may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following two options for a final determination of the grievance:

(a) The investigator may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,

(b) He/she may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate any court employee other than the Chief and Assistant Chief Probation Officer or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

## Section 2.

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 own choosing, or by a bona fide member of the Union designated to represent him pursuant to this Agreement.

Section 3.

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 (N.J.S.A. 34:13A-5.3).

ARTICLE XVIII  
UNION BUSINESS

The Union shall furnish to the Chief Probation Officer the names of two Investigators who are to be designated as Union Stewards for the purpose of handling grievances. One Investigator shall be the primary representative with the second Investigator acting as assistant and/or substitute representative. The Stewards may call upon other bona fide representatives of the Union who are not employees of the Probation Department for assistance, if they are unable to resolve the problem on their own.

ARTICLE XIX  
MISCELLANEOUS

Section 1.

Investigators shall continue to be provided with all health and welfare benefits presently granted to County employees

generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan and a non-contributory major medical insurance plan.

Section 2.

The Employer will provide, beginning January 1, 1981, a Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause, capped at Eighty-five (\$85.00) Dollars premium for a family, and if the premium exceeds Eighty-five (\$85.00) Dollars per annum the excess shall be charged to the employee.

Section 3.

If an employee is injured or becomes ill arising out of and during the course of his employment the following procedure shall be applicable:

(a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the

County's Workmen's Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

#### Section 4.

Investigators shall be entitled to the same liability insurance coverage and provisions of legal assistance in actions arising out of the performance of their duties.

ARTICLE XX  
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulations or court decisions cause 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 XXI  
NON-ALTERATION AND CONCLUSIVENESS  
OF AGREEMENT

Section 1.

This agreement shall not be modified, in whole or in part, by the parties hereto except by an instrument, in writing, duly executed by both parties.

Section 2.

This agreement represents and incorporates the complete and final understanding and settlement between the parties hereto of all bargainable issues which were or could have been the subject of negotiations. During the duration of this agreement neither party will be required to negotiate with respect to any subject matter whether or not covered by this agreement, and whether or not within the contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXII  
DURATION

This Agreement shall continue in full force and effect from January 1, 1980 until December 31, 1981, and from year to year thereafter until termination by either party giving to the other party written notice of termination sixty (60) days prior to

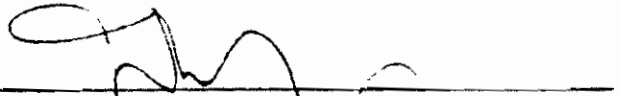
the expiration date as set forth herein, or in any renewal year.

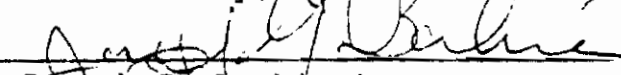
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

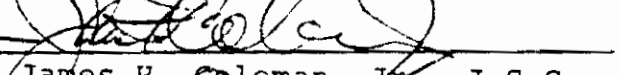
WITNESS:

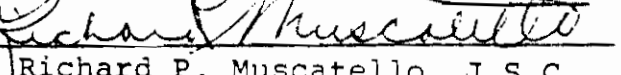
THE JUDGES OF THE SUPERIOR COURT OF UNION COUNTY, NEW JERSEY

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Warren Brody, J.S.C.

  
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Joseph G. Barbieri, J.S.C.

  
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James H. Coleman, Jr., J.S.C.

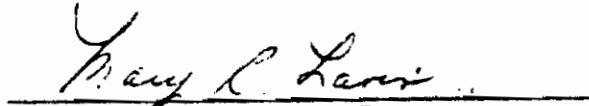
  
\_\_\_\_\_  
Richard P. Muscatello, J.S.C.

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Attest:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 102

  
\_\_\_\_\_

By  \_\_\_\_\_  
Pres.

MARY R. LAVIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 19, 1985