

66
Union County, Judges of the Superior Court
1982 - 1983

UNION COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

and

IBT, Local 102

Senior Probation Officers and
Probation Officers

LIBRARY
Institute of Management and
Labor Relations

AUG 5 1982
RUTGERS UNIVERSITY

X January 1, 1982 - December 31, 1983

ARTICLE I - AGREEMENT

This agreement entered into this 26 day of March, 1982 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, Chauffers, 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 Probation Officers and Senior Probation Officers of the Union County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provision of N.J.S.A. 2A:168-5 et seq.

ARTICLE III - 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 IV- SALARIES

Section 1

Retroactive to January 1, 1982 probation officer salary ranges and increments shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Probation Officer	\$14,000	\$22,800	\$500
Senior Probation Officer	\$15,250	\$24,125	\$500

Section 2

Retroactive to January 1, 1982 each permanent probation officer employed by the probation department on or before December 31, 1981 shall receive a salary adjustment equal to 6.5% of his/her December 31, 1981 salary. In addition, each probation officer who has not reached the maximum salary shall be awarded an increment on his/her anniversary date, e.g., January 1 or July 1.

Section 3

Effective January 1, 1983 probation officer salary ranges and increments shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Probation Officer	\$14,400	\$24,282	\$500
Senior Probation Officer	\$15,750	\$25,693	\$500

Section 4

Effective January 1, 1983 each permanent probation officer employed by the probation department on or before December 31, 1982 shall receive a salary adjustment equal to 6.5% of his/her December 31, 1982 salary. In addition, each probation officer who has not reached the maximum salary shall be awarded an increment on his/her anniversary date, e.g., January 1 or July 1.

ARTICLE V - AUTOMOBILES

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed for the actual number of miles the automobile is used for this purpose at the rate of 18¢ per mile. Probation officers authorized to use their 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. If during the term of this agreement, the county mileage rate exceeds 18¢ per mile, the probation officers shall receive the county mileage reimbursement rate.

Section 2

Probation officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicle 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. Probation officers shall be reimbursed for the full cost of the business portion of automobile insurance upon written proof of the difference between the cost of the private personal rate of insurance and the business rate of insurance. All probation officers are to submit their claim for the cost of business automobile insurance on the monthly expense voucher.

ARTICLE VI - LONGEVITY

Probation officers hired after January 1, 1973, shall not be covered by the longevity program. If during the period covered by this agreement, the County grants to its county employees generally any increase in existing longevity payments or expansion of coverage such increase or expansion shall simultaneously be awarded to probation officers.

ARTICLE VII - EDUCATIONAL AWARDS

Section 1

Probation officers who have, or who shall hereafter obtain a Master's Degree or a Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$525. This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Chief Probation Officer.

Effective January 1, 1983 the annual award shall be raised to \$550.

Section 2

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

ARTICLE VIII - SUPPER ALLOWANCE

Retroactive to January 1, 1982 probation officers who are required to remain on duty through the supper hour (6:00 p.m.) shall receive a supper allowance of up to \$5.25. Reimbursement shall be made after submission of a voucher and a receipt in accordance with the provisions of N.J.S.A. 2A:168-8.

Effective January 1, 1983 the supper allowance shall be raised to \$5.50.

ARTICLE IX - HOLIDAYS

Section 1

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
- January 15th 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

ARTICLE X - VACATION AND OTHER LEAVE CREDITS

Section 1

Pursuant to R. 1:30-5(b), probation officers shall receive the same vacation credits as are provided generally to other employees of the county. The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the probation department. Probation officers may carry over up to five vacation days in the succeeding year, which must be used in that year or forfeited.

Section 2

Probation officers who become ill while on vacation shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is properly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

Section 3

Probation officers shall receive three days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave as distinct vacation credits must be used in the year in which it is granted or it will be forfeited. If during the period covered by this agreement, the County grants to its employees generally any increase in personal leave days, such increase shall simultaneously be awarded to probation officers. Requests for personal leave on Mondays, Fridays and the day just preceding of following a vacation day or holiday shall be approved when reasonable need is provided.

Section 4

Probation officers shall receive the same sick leave credits as are provided generally to other employees of the county.

Section 5

Probation officers who exhaust their accrued sick leave credits during any illness may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative is properly notified of the desire of the probation officer to substitute such credits.

Section 6

Probation officers shall receive the same bereavement credits as are provided to other employees of the county.

ARTICLE XI - LEAVE OF ABSENCE

Section 1

Pursuant to N.J.A.C. 4:1-17.2, the Judges may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six months at any time. Such leave of absence may be renewed for an additional period not to exceed six months.

Section 2

Pregnant probation officers may, with medical approval, continue to perform their functions, duties and responsibilities in the probation department and at an appropriate time request a leave of absence without pay for a period not to exceed six months. The leave of absence may be renewed for an additional period not to exceed six months upon submission of a request accompanied by a notice from the physician as to the need for the extension.

Section 3

A leave of absence without pay for educational purposes may be granted to a limited number of probation officers by the Judges pursuant to the provisions of Section 1 above. The Judges reserve the right to review this provision if abuses occur, e.g., probation officers receiving degrees, leave the probation department for other employment, and they may modify the provisions upon notification to the Union.

ARTICLE XII - HEALTH AND WELFARE BENEFITS

Probation officers 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 noncontributory medical health insurance plan, a noncontributory major medical insurance plan, a dental plan (effective simultaneously with the adoption of the county plan), and a prescription drug program. If, during the term of this agreement, the county grants to its employees generally any additional health and welfare benefits, such as an optical plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Probation officers shall be entitled to the same on-the-job injury benefits as are provided to the other county employees.

ARTICLE XIII - RESIDENCE

Probation officers 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 XIV - TRANSPORT OF FUNDS

Probation officers assigned to receive reports in the Plainfield area shall not be required to transport monies being paid by persons under court order.

ARTICLE XV - UNION BUSINESS

Section 1

The Union shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Union stewards for the purpose of handling grievances. One probation officer shall be the primary representative with the second probation officer 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.

Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is not in excess of five days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

ARTICLE XVI - MEETINGS

Section 1

Representatives of the Union may meet with the Chief Probation Officer as the representative of the Judges to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. A request for a meeting shall include a written agenda. A record of matters discussed as well as decisions reached at these meetings shall be made and circulated to the interested parties.

Section 2

In addition meetings shall be held at least twice a year for the purpose of discussing matters of general interest or concern and dealing with work assignments and performance, and all questions which arise in connection with standards of the probation department. Such meetings shall be attended by one member of each division of the probation department, a representative of the Union, the Chief Probation Officer or his designee and at least one member of the Union County Superior Court. If necessary, all other members of the Union County Superior Court and all Judges of the Juvenile and Domestic Relations Court of Union County shall also attend.

ARTICLE XVII - LIABILITY COVERAGE

Probation officers shall be entitled to the same liability insurance coverage and provision of legal assistance in actions arising out of the performance of their duties as are other employees of the county.

ARTICLE XVIII - 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 Judges of 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:

- (1) To manage and administer the affairs and operations of the probation department;
- (2) To direct its working forces and operations;
- (3) To hire, promote, assign and transfer personnel;
- (4) To schedule and determine work assignments;
- (5) To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional" or "temporary" employees;
- (6) To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;

- (7) 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, after consultation with Union representatives following the presentation of a letter of intent from the Chief Probation Officer to one of the Union Stewards or Union officers, except in cases of extreme emergency.

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, the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the county in the administration of probation services. They 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 Judges and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, and the adoption of their 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 Judges and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE XIX - GRIEVANCE PROCEDURE

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 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 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 officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within seven 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/she may choose, within ten working days of the decision of the Chief Probation Officer, to utilize one of the following two options:

- (a) The officer 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) The officer 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 Probation Officer or other representative who is not an employee of the Courts to hear and make recommendations to them 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 own choosing, or by a bona fide member of the Union designated to represent him 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.
(N.J.S.A. 34:13A-5.3)

ARTICLE XX - SAVINGS CLAUSE

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 30 days to renegotiate the item so severed.

ARTICLE XXI - CONCLUSIVENESS OF AGREEMENT

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

ARTICLE XXII - DURATION OF CONTRACT

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1982 and shall remain in full force and effect until December 31, 1983. By mutual concurrence of the parties, they may be continued for an additional time period.

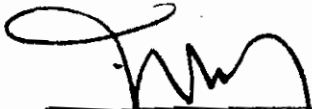
Section 2

A written notice to terminate or modify this contract is required to be given at least sixty days prior to December 31, 1983.

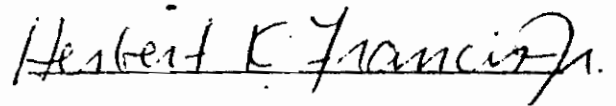
In witness to this Agreement, the parties of it have affixed their signatures this 26th day of March, 1982

FOR THE JUDGES


FOR THE UNION



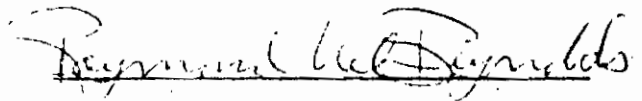
Warren Brody, J.S.C.




Herbert K. Francis



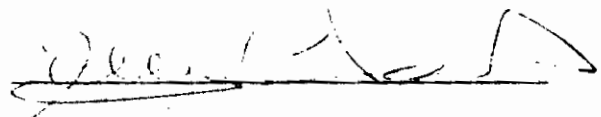
Joseph G. Barbieri, J.S.C.



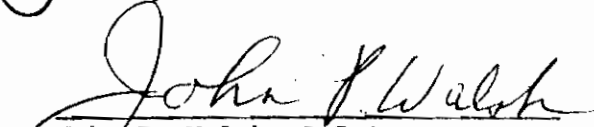
Raymond W. Reynolds



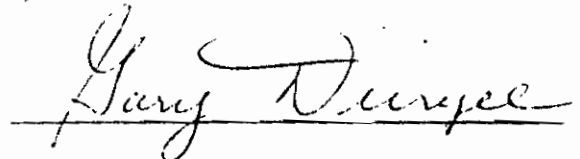
Richard P. Muscatello, J.S.C.



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John P. Walsh, J.S.C.



Gary Dungee

IN REGARD:

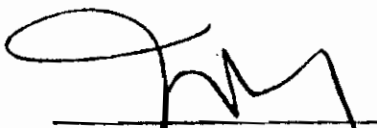
UNION COUNTY PROBATION OFFICERS
AND SENIOR PROBATION OFFICERS

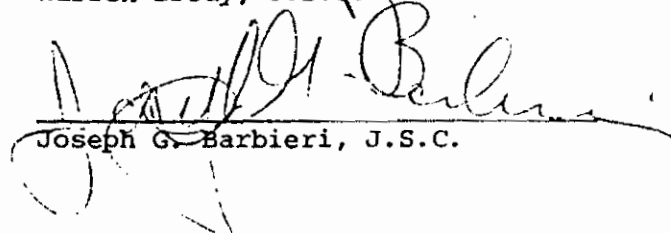
O R D E R

It appearing that the Board of Chosen Freeholders and the County Manager of the County of Union were duly served with a Notice of Hearing on March 4, 1982, pursuant to N.J.S.A. 2A:168-8, to fix the annual salaries to be paid to the Probation Officers and to consider the proposed contract for the calendar years 1982 and 1983 between the Superior Court Judges assigned to Union County and the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America, Local 102, and;

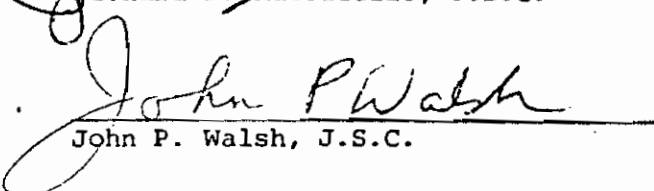
It further appearing that the said Board of Chosen Freeholders and the County Manager have indicated through County Counsel to the Superior Court Judges assigned to the County of Union that either or any of them waives any right to a formal hearing in this matter and have no objection to the execution of the said contract;

It is, thereupon, on this 26th day of March, 1982, ORDERED and ADJUDGED that the aforesaid Employment Contract be executed by the Superior Court Judges assigned to the County of Union and that the said contract be, and is hereby, effectuated.

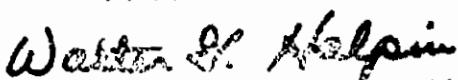

Warren Brody, J.S.C.


Joseph G. Barbieri, J.S.C.


Richard P. Muscatello, J.S.C.


John P. Walsh, J.S.C.

A TRUE COPY


COUNTY CLERK, UNION COUNTY, N. J.

MAR 26 1982