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STORAGE

Camden

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between

THE JUDGES OF THE CAMDEN COUNTY COURT
CAMDEN COUNTY, NEW JERSEY

and

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

Probation Officers Contract

Effective: January 1, 1977 through December 31, 1978

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Labor Relations

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Article I - Agreement

This agreement entered into this _____ day of _____, 1977 by and between the Judges of the County Court of Camden 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 Camden 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 provisions of N.J.S.A. 2A:168-1 et. seq.

Article III - Salaries

Section 1

Retroactive to January 1, 1977, 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	\$10,000	\$14,200	\$600
Senior Probation Officer	\$11,548	\$16,448	\$700

Section 2

Retroactive to January 1, 1977, each probation officer and senior probation officer hired prior to January 11, 1976 shall receive a salary adjustment equal to the amount of the appropriate annual increment. In addition, each probation officer hired prior to January 11, 1976 shall receive a further salary adjustment of \$270.

Section 3

Retroactive to January 1, 1977, each probation officer hired after January 11, 1976 shall have his/her salary raised to the new minimum (see Section 1 above) and be paid at

that rate for the balance of the year.

Section 4

Effective January 1, 1978, 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	\$10,300	\$14,500	\$600
— Senior Probation Officer	\$11,848	—\$16,846	\$700

Section 5

—Effective January 1, 1978, each probation officer and senior probation officer hired prior to January 1, 1977 shall receive a salary adjustment equal to the amount of the appropriate annual increment, as long as the maximum salary for the position is not exceeded.

Section 6

Effective January 1, 1978, each probation officer hired on or after January 1, 1977 shall have his/her salary raised to the new minimum (see Section 4 above) and be paid at that rate for the balance of the year.

Article IV - Automobiles

Section 1

As authorized by N.J.S.A. 21:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the rate of 17 cents per mile, effective upon the ratification of the memo of understanding of August 16, 1977.

In the event the average price of gasoline increases more than ten cents (10¢) a gallon according to the Department of Labor, the Judges may consider the renegotiation of the mileage reimbursement.

If the Federal Government adds a tax on gas considered to be sufficient to justify reopening negotiations on this provision, it may be done.

Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled 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

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 V - Longevity

Longevity pay will be granted according to County policy as follows:

5 years service - 2% of annual pay
10 years service - 3% of annual pay
15 years service - 4% of annual pay
20 years service - 6% of annual pay

Longevity pay will be calculated on the first \$15,000 of an officer's annual salary.

Article VI - Cash Educational AwardsSection 1

Probation officers who have, or who shall hereafter obtain a Master's 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 Administrative Office of the Courts shall be entitled to an annual award of \$500. This award shall be prorated where applicable from the date of completion of all requirements to the degree upon submission of satisfactory evidence of such completion to the Chief Probation Officer.

Section 2

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

Section 3

Probation officers who have, or who shall hereafter obtain a Doctorate Degree in accordance with the provisions of Sections 1 and 2 above, shall be entitled to an annual award of \$1,000.

Article VII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (6:00 P.M.) to receive reports shall receive a supper allowance of \$5.00. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VIII - 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
- 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
- December 25th. Christmas Day
- Good Friday and General Election Day.

Section 2

Effective in 1978, probation officers shall be entitled to the additional legal holiday of Martin Luther King's Birthday.

Article IX - Vacation and Other Leave Credits

Probation officers will receive the following annual vacation leave with pay:

- (a) Up to one year of service, one working day vacation for each month of service; after one year and up to ten years of service, fifteen (15) working days vacation; after ten years and up to 20 years of service, eighteen (18) working days vacation; after 20 years of service, twenty-three (23) working days vacation.

(b) Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only.

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 utilize vacation leave credits at any time during the calendar year, subject to the approval of the Chief Probation Officer. Employees terminating employment shall be required to repay any used but unearned vacation credits.

Section 2

Probation officers shall receive the same sick leave credits as are provided generally to other employees of the County. Also, if the County approach to Sick Leave Buy Back is determined to be legal, it shall be available to probation officers in 1977 and 1978.

Section 3

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.

Article X - Health and Welfare Benefits

Probation Officers shall continue to be provided with all health and welfare benefits (where the county contracts with the carrier) presently granted to Camden County employees generally. The benefits include but are not limited to a non-contributory medical insurance plan, a non-contributory major medical insurance plan and Workmen's Compensation. If, during the term of this agreement, the County grants to its employees generally any additional health and welfare benefits, such as an optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Article XI - 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 XII - Transport of Probationers

Probation officers shall not be required to transport probationers or other defendants in their own automobiles.

Article XIII - 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 XIV - Meetings

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.

Article XV - Parking

When authorized by the Chief Probation Officer or a duly designated representative to utilize their personal cars on business, the following two options shall be available to the probation officers for parking:

- (1) If the officer utilizes the authorized parking lot, he/she shall submit the parking ticket to the office which will subsequently pay the bill;
or,

- (2) If the officer pays for parking, he/she may request up to one dollar per day reimbursement on his/her expense voucher.

Article XVI - 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 County 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 upon notification of the 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 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 exercises of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

Article XVII - 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 superior, 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 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 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/she may choose to utilize one of the following 3 options for a final determination of the grievance:

- (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;
- (b) He/she 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 a representative who is not an employee of the Courts to hear and make recommendations to them for disposition; or,
- (c) He/she may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with P.E.R.C. rules and procedures;
 - 1) The decision of the arbitrator shall be final and binding on both parties;
 - 2) The cost of arbitration shall be borne equally by both parties.

It is expressly understood that the right to submit a grievance to arbitration as outlined in Step 3(c) above is limited exclusively to the interpretation and application of the specific provisions of this Agreement. Other grievances not associated with the interpretation and application of the provisions of this Agreement, shall be subject only to the application of Steps 1, 2 and 3(a) and (b), for their resolution.

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 XVIII- Savings Clause

Should any article, section, or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

Article XIX - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable 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 XX - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977, (except where modified in the agreement) and shall remain in full force and effect until December 31, 1978. 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 60 days prior to December 31, 1978.

In witness of this agreement, the parties to it have affixed their signatures this 4th day of Nov. 1977.

FOR THE JUDGES:

FOR THE UNION:

Leon A. Wingate, Jr., J.C.C.

Anthony Pizutelli, Pres. Sec.
Anthony Pizutelli

A. Donald Bigley, J.C.C.

Jean C. Smith
Jean C. Smith

J. V. DiMartino, J.C.C.

William E. ...
Negotiator

Warren C. Douglas, J.C.C.

Mary Ellen Talbott, J.C.C.

Rudolph J. Rosetti, J.C.C.

Barry M. Weinberg, J.C.C.

Neil F. Deighan, Jr., J.C.C.

APPROVED AS TO FORM:

Ronald C. Kerins
Ronald C. Kerins, County Administrator