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1978-1980 Morris County Probation Collective Agreement

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1978-1980 MORRIS COUNTY PROBATION COLLECTIVE AGREEMENT

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1978-1980 Morris County Probation Collective Agreement

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## Article I - Agreement

This Agreement made and entered into this day of \_\_\_\_\_, 1978 by and between the Judges of the County Court of Morris County, New Jersey, (hereinafter referred to as the "Judges") and the New Jersey Council 52 and its affiliated Local 2654, Morris County Probation Officers, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") is between the Judges and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Judges and the Union, who are subject to this Agreement in order that more efficient and progressive public service may be rendered.

## 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 bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment pursuant to the provisions of NJSA 2A:168-1 et. seq. as falls within their purview and the administration of grievances arising therewith for the term of the Agreement for all full-time permanent and temporary Officers employed by the Judges including Probation Officers and Senior Probation Officers but excluding Principal Probation Officers I and II and all Supervisors within the meaning of the Public Employment Relations Act.

## Article III - Salaries

Section I

- Effective January 1, 1978 the minimum salary for probation officers shall be \$11,400.

Section 2

Effective January 1, 1978 each probation officer shall receive a salary adjustment of \$1,005 added to the officer's December 31, 1977 base pay.

Section 3

Effective January 1, 1979 the minimum salary for probation officers shall be \$12,000.

Section 4

Effective January 1, 1979 each probation officer shall receive a salary adjustment of \$1,125 added to the officer's December 31, 1978 base pay.

Section 5

Effective January 1, 1980 the minimum salary for probation officers shall be \$12,500.

Section 6

Effective January 1, 1980 each probation officer shall receive a salary adjustment of \$1,225 added to the officer's December 31, 1979 base pay.

Article IV - Automobile Allowance

Section 1

As authorized by NJSA 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 at the rate of 15¢ per mile. 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 shall be furnished by the Chief Probation Officer.

Section 2

If during the term of this Agreement the county negotiates an increase, not in arbitration, in the automobile mileage reimbursement benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Section 3

If during the term of this Agreement the costs of operating an automobile, i.e. gasoline and insurance costs, increase by 5% or more, the parties agree to reopen negotiations on the mileage reimbursement rate.

Article V - Meal Allowance

Probation officers who are required to remain on duty through the supper hour of 6:00 P.M. shall be entitled to receive a meal allowance of \$5.25 in accordance with the provisions of NJSA 2A:168-8.

Article VI - Cash Educational Award

Section 1

Effective January 1, 1978 each probation officer who has or 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 in Guidance or Counseling appropriate to the probation practice or a field of study related to probation as determined by the Judges shall be entitled to a cash educational award of \$450.

Section 2

Effective January 1, 1979 the cash educational award shall be \$475, and effective January 1, 1980 the cash educational award shall be \$500.

Section 3

Each probation officer who has or who shall hereafter obtain a Law Degree from an accredited law school shall be entitled to receive the annual cash educational award only when functioning in the capacity of coordinator or assistant coordinator of the pretrial intervention program during the full calendar year for which the award is to be granted.

Section 4

Effective January 1, 1978 probation officers who have or shall hereafter obtain a Doctorate Degree pursuant to the regulations in Section 1 shall be entitled to a cash educational award of \$550. Effective January 1, 1979 the award shall be raised to \$575, and effective January 1, 1980 the award shall be raised to \$600.

Section 5

The cash educational award shall be paid in a lump sum during the first two weeks in December to each probation officer possessing an approved Degree for the full calendar year. The award shall be prorated for any officer possessing an approved Degree at the rate of 1/12 for each month employed while possessing the degree by the end of that month.

Section 6

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 VII - Promotional Increase

Upon promotion from Probation Officer to Senior Probation Officer, the base salary will be increased by 5% effective the date of promotion.

Article VIII - Longevity

Each probation officer shall be paid, in addition to his/her base pay, a longevity increment based upon years of service with the County of Morris in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
From 3rd Anniversary to 8th Anniversary	1
From 8th Anniversary to 12th Anniversary	3
From 12th Anniversary to 16th Anniversary	5
After 16th Anniversary	7

If during the term of this Agreement the County negotiates an increase, not in arbitration, in the longevity benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Article IX - On Call Pay

Effective January 1, 1978 each probation officer required to be on call for twenty-four (24) hours per day for a week shall receive an additional \$75.00 compensation for that week added to the officer's pay. Effective January 1, 1979 the On-Call pay shall be increased to \$80, and effective January 1, 1980 On-Call pay shall be increased to \$85.

Article X - Vacations

Section 1

If the nature of the work makes it necessary to limit the number of officers on vacation at the same time, the officer with the greatest seniority in job classification shall be given his/her choice of vacation period in the event of any conflict over vacation period.

Section 2

If a holiday occurs during the calendar week in which a vacation is taken by an officer, the officer's vacation period may be extended one (1) additional day or such day may be taken at another date if approved by the Chief Probation Officer.

Section 3

Upon termination of employment, an officer will be credited with annual vacation for only those months of the calendar year worked on the prorated basis. An officer who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled. Any probation officer who has accumulated unused vacation days from the year previous to his termination will be paid in full for those days.

Section 4

Probation officers shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	1 day for each month worked during the first year of employment.
From 1st anniversary to 6th anniversary (6 full years)	12 days.
From 6th anniversary to 12th anniversary (12 full years)	15 days.
From 12th anniversary to 18th anniversary (18 full years)	18 days.
From 18th anniversary to 24th anniversary (24 full years)	21 days.
After 24th anniversary	25 days.

If during the term of this agreement the County negotiates an increase, not in arbitration, in the vacation benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Section 5

The vacation period for probation officers shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken, subject to the needs of the department, during the current vacation period.

Section 6

In any calendar year the annual vacation leave or any part thereof which is not taken or granted due to the pressure of



work shall be accumulated to the credit of the individual officer and may be taken during the next calendar year only. Annual vacation may be granted in accordance with the schedule above, at the convenience of the department.

Section 7

Annual vacation shall be granted only with prior approval of the Chief Probation Officer who may require six weeks prior notice of all vacation, and is authorized to plan vacations so as not to interfere with responsibility of orderly work. Selection of vacation periods shall be made according to seniority in position titles.

Section 8

An officer who, during the calendar year, returns from a continuous period of absence of more than six (6) months due to disability, leave of absence, etc., shall not be eligible for a vacation in that year until the Officer has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight days or more shall not be credited in computing the required six (6) months.

Section 9

An officer who has been required to defer earned vacation for six (6) months or more because of disability and leave of absence may take such earned vacation in the calendar year following the calendar year in which he returned from such authorized absence.

Article XI - 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 Years 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 Veterans Day
- 4th Thursday in November. . . . .Thanksgiving Day
- December 25th . . . . .Christmas Day
- Good Friday and General Election Day.

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday the preceding Friday shall be observed as the holiday when approved by the judiciary.

Article XII - Paid Leaves

Section 1 - Bereavement Leave

1. In the event of death in the immediate family of an officer, up to three (3) days leave of absence with pay may be granted to attend to funeral services.
2. Immediate family means father, mother, spouse, child, foster child, sister, brother, mother-in-law, father-in-law, grandmother, or grandfather of the officer. It shall also include relatives of the officer residing in the officer's household.
3. In any case of death in the immediate family which occurs during the officer's vacation period, upon application for such leave of an officer, the officer shall have the option of extending his vacation period as additional time or take the time for use at some future date provided appropriate proof, acceptable to the Chief Probation Officer, is submitted, if requested.

Section 2 - Personal Leave

Pursuant to N.J.A.C. 17-8, during the term of this Agreement, each officer shall be entitled to an allowance of three (3) personal days leave upon the request to, and with the approval of, the Chief Probation Officer for the following reasons:

1. Emergencies;
2. Observance of religious or other days of celebration, but not public holidays;
3. Personal business; and,
4. Other personal affairs.

Approval for 1, 2, 3 and 4 above shall not be unreasonably denied.

Section 3

Probation officers shall be granted a leave of absence with pay any time they are required to report for jury duty.

Section 4

If during the term of this Agreement the county negotiates an increase, not in arbitration, in the paid leave benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Article XIII - Sick Leave

Section 1

Pursuant to N.J.A.C. 4:1-17.16, sick leave may be utilized by probation officers when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the officer upon the member of the immediate family who is seriously ill.

Section 2

Immediate family means father, mother, spouse, child, foster child, sister or brother of the officer. It shall also include relatives of the officer residing in the officer's household.

Section 3

Each officer shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the officer has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

Section 4

Each officer will be credited with fifteen (15) days sick leave annually for each succeeding calendar year of full-time employment which is accumulative. Sick leave cannot be used as terminal leave; there shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Judges, except as provided for elsewhere in this article.

Section 5

If during the term of this Agreement the county negotiates an increase, not in arbitration, in the sick leave benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Section 6 - Availability

Sick leave benefits shall be available to both temporary and permanent officers.

Section 7 - Notice of Absence

1. Illness: Each officer is required to notify the Chief Probation Officer by 9:30 A.M. on each day of the absence, and shift personnel are required to so notify the Chief Probation Officer two (2) hours before starting time. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an officer is hospitalized or seriously disabled, in which case it shall be sufficient that the officer or member of the officer's family notify the Chief Probation Officer, giving reason for absence and information as to the degree of illness or disability.
2. A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the officer's attendance upon a member of the officer's immediate family. Where an officer is absent from duty due to illness less than five (5) days at one time, the Judges may, in their discretion, not require production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the officer may be required to submit a physician's certificate to the Chief Probation Officer to justify payment of sick leave.

Section 8 - Accumulation

1. An accumulation of ten (10) sick days within a calendar year, the days having been taken at various times, except as noted above, may be approved without a physician's certificate if the time is to be approved with pay.
2. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 9 - Retirement Sick Leave Conversion-

Enabling legislation in the State of New Jersey is pending, and upon its passage and enactment into law, the following contract terms will be implemented. Any officer who retires or resigns in good standing on or after the effective date of such legislation and during the term of this agreement shall be reimbursed for accumulated sick time based on the schedule below:

1. 20% of the present day value of sick time after ten (10) years of service to a maximum of \$5,000.
2. 30% of the present day value of sick time after twenty-five (25) years of service with a maximum of \$8,000.

## Article XIV - Maternity Leave

Section 1

A maternity leave of absence (without pay) will be

granted to full-time, female employees having permanent status upon proper advance notification to their supervisor of their probable date of delivery and expected date of return to work.

The leave will be taken at a time determined by the employee in connection with a confirmed written verification from her physician. The Judges reserve the right to request medical confirmation by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The county will pay for any examination by a doctor other than the employee's personal physician.

In the event of a disagreement between the examining physicians, the Judges reserve the right to decide which report to accept.

#### Section 2 - Return to Work

Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician and, if required, by the county doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave and unless an extension of time has been requested and approved prior to the expiration of the six (6) months'. Continued absence will be cause for termination of employment.

#### Section 3- Use of Accumulated Sick Leave and Vacation Leave

The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

### Article XV - Leaves of Absence Without Pay

#### Section 1 - Union Business

Officers elected to any Union office which takes them from their employment with the Judges may, with the written request of the Union, be granted an unpaid leave of absence with the approval of the Judges. The unpaid leave of absence shall not exceed six (6) months, but it may be renewed or extended for only one (1) additional six (6) month period upon the written request of the Union and with the approval of the Judges. Any further leave must be approved by Civil Service as well as by the Judges.

#### Section 2 - Education

1. After completing one (1) year of service in permanent status, any officer upon request may be granted an unpaid leave of absence for educational purposes if the courses to be taken are

relevant to the work of the Probation Department in the opinion of the Judges, and if the Chief Probation Officer and the Judges approve such absence. The period of the unpaid leave of absence shall not exceed six (6) months, and a renewal of one (1) additional six (6) month period may be requested.

2. A total of one (1) year unpaid leave of absence for educational purposes shall not be provided more than once every five (5) years.
3. Officers may be granted unpaid leaves of absence for educational purposes not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability as approved by the Chief Probation Officer and the Judges.

Approval for 1, 2, and 3 above shall not be unreasonably denied.

## Article XVI - Seniority

### Section 1 - Definition

Seniority means an employee's length of permanent, continuous, service in the Probation Department since his or her last date of hire from a valid Civil Service list.

### Section 2 - Probationary Period

1. All new officers hired shall be considered as probationary officers for the first ninety (90) days of their employment. When an officer completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary officers.
2. The Union shall represent all probationary officers for the purpose of collective negotiations in respect to wages, salaries, and other conditions as set forth under Article II of this agreement.

### Section 3 - Seniority Lists

Every six (6) months the Chief Probation Officer shall post on all bulletin boards a seniority list showing the continuous service of each officer. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all officers in the unit entitled to seniority.

## Article XVII - Health & Welfare Benefits

Probation officers shall continue to be provided

with all health and welfare benefits granted to county employees generally. The benefits include, but are not limited to, a non-contributory hospital and medical insurance plan, non-contributory major medical insurance plan and a life insurance plan. If during the term of this agreement, the county negotiates an increase, not in arbitration, in the health & welfare benefits for any organized group of county employees, the benefits such as optical, drug, dental or disability plan, shall be simultaneously applied to probation officers.

#### Article XVIII - Maintaining Work Quality

The Union and the Judges recognize that a high quality of work is essential to assure that the Probation Department adequately serves its clients and the public. Accordingly, both parties agree that they will continue their best efforts to handle and distribute cases to the best advantage of the Department and its clients.

#### Article XIX - Notification of Promotional Opportunities

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification within the bargaining unit, the Chief Probation Officer shall post a notice giving the name and nature of the opening, as soon as possible after the Chief Probation Officer himself becomes aware of it.

Any officer who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to his immediate supervisor. The Chief Probation Officer will give consideration to all such statements of interest.

If more than one qualified employee bids for a promotional opportunity, the most senior shall be given appropriate consideration, and if rejected, be given a verbal explanation.

#### Article XX - Transfers

##### Section 1

Transfers or relocations may be made by the Chief Probation Officer as needed for the proper operation of the Department.

##### Section 2

Whenever an opportunity for transfer occurs for an opening in other than a temporary situation, the Chief Probation

Officer shall post a notice giving the name and nature of the opening as soon as possible after the Chief Probation Officer himself becomes aware of it.

Section 3

An officer desiring to transfer to another job in the Probation Department may submit to his immediate supervisor a statement of such desire. The statement shall be in writing and shall specify the reason for requesting the transfer. Officers requesting transfers may be transferred at the discretion of the Chief Probation Officer to equal or lower paying job classifications in which a vacancy exists whether the transfer is requested because of elimination of the employee's present job or for other reasons.

Section 4

If two or more requests are received from equally qualified officers for transfer to the same vacancy, that of the most senior employee will be considered, and if rejected, be given a verbal explanation.

Section 5

The Chief Probation Officer may at his discretion allow voluntary exchanges of positions between officers within the same job classification. If such exchanges are refused, a verbal explanation will be given.

Article XXI - Changes in Operations & Facilities

It is understood and agreed that the Chief Probation Officer will notify the Union as soon as possible, in writing, of any decision involving a change in its facilities or operations, a consolidation, or a partial or total physical relocation or removal of any facilities or operations. In the event such changes result in the displacement of any officer, the Judges will make reasonable efforts to relocate him or her within the Probation Department.

Article XXII - Announcement of New Rules

Affected officers shall be notified at least five (5) calendar days in advance of any substantial change in a work rule. Changes will be discussed with those officers, and with the Union President upon his request. This section shall not apply to any rules, directives, orders, or policies of the Administrative Office of the Courts or the Supreme Court which require implementation in less than five (5) calendar days.



Article XXIII - Layoff & Recall

Section 1

Layoffs and recalls shall take place in conformance with N.J.A.C. 4:1-16.

Section 2

(1) Should the Probation Department find it necessary to lay off Officers for economic reasons or for any reasons other than those involved in discharge for cause, the Chief Probation Officer will inform the Union of this decision at least 45 calendar days in advance of the date on which such action is to be taken. The Chief Probation Officer will meet with the Union to discuss the layoff on this date or at a subsequent date convenient to both parties, and will at the same time forward to the Union President a list of Officers to be laid off.

(2) Each Officer to be laid off will receive at the same time an individual notice of the decision. Any provisional Officer laid off will receive at least 14 calendar days notice.

(3) In accordance with Civil Service Regulations, temporary and provisional Officers shall be laid off first. Should it be necessary to further reduce the work force, then permanent Officers shall be laid off in accordance with Civil Service Rules.

(4) Any Officer laid off for reasons specified in this section shall be permitted to exercise any seniority rights to bump or replace an Officer with less seniority in an equal or lower job classification.

Section 3 Recall

When the work force of Probation Officers increases after a layoff, Officers will be recalled according to Civil Service Rules.

Article XXIV - Discipline & Discharge

Disciplinary action shall only be taken against officers for just cause and in accordance with Civil Service rule N.J.A.C. 4:1-16.

Article XXV - Pledge Against Discrimination

Section 1

The provisions of this Agreement shall be applied to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

Section 2

All references to officers in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Article XXVI - Union Business

Section 1

The officers shall furnish to the Chief Probation Officer and to the Judges and their respective representatives the names of two officers who are designated as Union Stewards for the purposes of handling grievances. One officer shall be the primary representative and the other acting as a substitute representative. Only one representative, exclusive of a non-Probation Department Council 52 representative, shall act to represent the officers in each case.

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. In addition, official representatives may have up to a maximum of 5 days paid leave to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, 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. Approval for union leave shall not be unreasonably denied.

Article XXVII - Union Rights

Section 1 - No Interference

The Judges agree not to interfere with the rights of Officers to become members of the Union, and there will be no discrimination, interference, restraint, or coercion by the Judges or any Judge representative against any Officer because of Union membership or because of any Officer's activity in an

official capacity on behalf of the Union, or for any other cause provided the actions of the Officer are authorized under PERC, Title 11 and the Court Rules established by the New Jersey State Supreme Court.

Section 2 - Personnel Files

All officers shall have access to their own personnel files during reasonable working hours and upon written notification to the Chief Probation Officer and under conditions established by the Chief Probation Officer and approved by the Judges, which may include such controls as sign-in and sign-out cards, etc.

A copy of each subsequent document related to work performance placed in the personnel file shall be given to the employee.

The employee shall have the right to respond in writing to any document of an evaluatory nature in the file. Such response shall become part of the personnel file.

Section 3 - Printing of Agreement

The employer will reproduce this Agreement in sufficient quantities so that the Union Steward, President, Secretary, and Treasurer may receive two (2) copies each.

Section 4 - Notification on New Employees

The Chief Probation Officer will submit to the Union President a list of new officers hired, their job classification, home address, and whether their employment is permanent, provisional, or C.E.T.A. every three (3) months.

Section 5 - Access to Premises

The Judges agree to permit not more than two (2) representatives from either the International Union or the Union Council to enter the premises of the Probation Department, and only with prior permission of the Chief Probation Officer, for individual discussion of working conditions with Officers, provided such representatives do not interfere with the performance of duties assigned to the Officers. Permission will not be unreasonably denied.

Section 6 - Union Meetings

The Chief Probation Officer will grant permission for the Union to use the Probation Department premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the Officers.

Section 7 - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Union notices and information.

Section 8 - Membership Packets

The Union may supply membership packets which contain information for distribution to new officers, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Judges and the Union. The Union agrees to distribute such membership packets to new officers during the initial phase of employment.

Section 9 - Union Activities on Court's Time & Premises

The Judges agree that during working hours, subject to the approval of the Chief Probation Officer, on the Probation Department premises and without loss of pay, appropriate officer representatives who are employees of the Judges shall be allowed to:

- post Union notices;
- transmit communications authorized by the Local Union or its officers to the Judge or his representative;
- solicit Union membership during other employee's non-working time;
- consult with the Chief Probation Officer, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Permission will not be unreasonably denied.

Section 10 - Contract Negotiations

The Judges will give time off with no loss of pay for not more than three (3) members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

Article XXVIII - Dues Deductions

Section 1 - Deductions

Upon request, the Judges agree to have deducted from the salaries of those officers who authorize it, membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the statutes of New Jersey. Deductions shall be made in compliance with law each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of New Jersey Council 52,

Local 2654, Morris County Probation Officers, American Federation of State, County and Municipal Employees, AFL-CIO, by the first of each month following collection.

## Section 2 - Changes

If, during the life of this agreement, there shall be any change in the rate of membership dues, the officers shall furnish to the Judges written notice prior to the effective date of such change and shall furnish to the Judges new authorizations from the officers showing the authorized deduction for each officer.

## Section 3 - Forms

The Union will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Chief Probation Officer.

## Section 4

The Union shall indemnify, defend and save the Judges and the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

## Article XXIX - Management Rights

### Section 1

In order to effectively administer the affairs of the Probation Department and to properly serve the public, Management hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this agreement. Except as expressly modified by this agreement, management's prerogatives include the following rights:

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, and assign officers;
4. To demote, suspend, discharge, or otherwise take disciplinary action against "provisional or temporary" officers with cause and in accordance with law;
5. To demote, suspend, discharge, or otherwise take disciplinary action for just cause against "permanent" officers;

6. To promulgate rules and regulations from time to time, which may effect 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 regulations covering local working conditions will be instituted, insofar as possible, following the presentation of a Letter of Intent from the Chief Probation Officer to one of the Union Stewards or Union Officers.
7. None of the above shall be exercised in an arbitrary or capricious manner.

## Section 2

The Court's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this agreement and to the extent the agreement conforms to Directives of the Chief Justice, the Court Rules, and laws of New Jersey and of the United States.

## Section 3

Nothing contained in this agreement shall operate to deny or restrict the Courts in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

## Article XXX - Grievance Procedure

### Section 1 - Definition

A grievance is any alleged violation of this agreement or any dispute with regard to its meaning or application. Items not covered in this agreement may not be the subject of a grievance at any step in the procedures outlined herein. The term "grievance" and the grievance procedure set forth herein shall not apply:

1. To matters involving the sole and exclusive discretion of the Courts of the County;
2. To matters where the Courts or the County are without authority to act.

### Section 2 - Purpose

The purpose of the grievance procedure is to secure equitable solutions to the problems affecting officers arising under this agreement.

The parties to this agreement agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate supervisor. In any such discussion, an officer may, if he or she wishes, be represented by a Union Steward or the Local President. Only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and be submitted as a grievance.

### Section 3 - 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 rule 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, e.g., the Principal Probation Officer II, 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 Principal Probation Officer II level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Assistant Chief Probation Officer, who shall render a decision within five (5) working days. The time limit in this step may be extended by mutual consent;

#### Step 3

If not resolved at the supervisory level the grievance shall be 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 4

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures," if the Board is willing to hear the grievance

and make recommendations. It is understood that the use of this service is without cost to the employer. With the agreement of both parties, this step may be by-passed and the grievance be submitted directly to Step 5.

#### Step 5

If either party is not satisfied with the recommendations of the Board of Mediation, he/she may choose to utilize one of the following two 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 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.

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 5(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by a bona fide member of the Union designated to represent him pursuant to this agreement. It is agreed that in case of a grievance against the Chief Probation Officer, it shall be processed through the procedure herein outlined beginning at Step 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)

#### Section 4 - Matters Relevant to the Grievance Procedure

1. Nothing herein shall prevent an employee from processing his own grievance. The Union Local will be notified of the employee's grievance meeting; and, any changes or modifications in terms and conditions of employment falling within the scope of this agreement, and which are not controlled by Court Rule(s) and/or N.J.S.A. will be made only through negotiations with the Union Local; and the results of the grievance settlement will be given to the Union Local.
2. Not more than a total of two (2) Union Executive Board Members and/or Stewards may investigate and process grievances during working hours without loss of pay, subject to Chief Probation Officer approval, and that their investigation and processing does not interfere with normal departmental operations.



3. If, in the judgment of the Union Executive Board and Stewards, a grievance affects a group of officers, the Executive Board and Stewards may process and institute such a grievance through all steps of this grievance procedure beginning with Step 2 provided that the aggrieved individual officer properly submits a grievance.

#### Article XXXI - Direct Access to the Chief Probation Officer

The Executive Board of the Union and the Stewards shall, when situations warrant, be free to bring to the immediate attention of the Chief Probation Officer any situation which may be a threat to the proper operating conditions of the department.

#### Article XXXII - Meetings

Special conferences, apart from the Grievance Procedure, for matters considered important by either the Union or the Judges, may be arranged by mutual agreement between the Local President and the Chief Probation Officer. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent.

#### Article XXXIII - Conclusiveness of Agreement

This agreement constitutes the final understanding and resolution by the parties on all bargainable issues which were or could have been the subject matter of negotiations between the parties.

#### Article XXXIV - Savings Clause

If any provisions of this agreement or application of this agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

#### Article XXXV - Duration

This agreement shall be in full force and effect as of the first day of January, 1978 and shall remain in full force and

effect through the thirty-first day of December, 1980. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1980 give written notice of its intentions to the other party. In the event no such notice and proposal are received by August 31, 1980, this agreement shall continue in effect from year to year after December 31, 1980, subject to modification or termination by either party upon written notice given prior to August 31 of any succeeding year.

In witness whereof, the parties hereto have hereunto set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

FOR THE JUDGES:

FOR THE UNION:

*Charles M. Egan, Jr.*  
Charles M. Egan, Jr.

*John M. Ferrel*  
PRES., AFSCME LOCAL 2054

*Jacques H. Gascoyne*  
Jacques H. Gascoyne

*John M. Ferrel*

*George P. Helfrich*  
George P. Helfrich

*Kenneth C. MacKenzie*  
Kenneth C. MacKenzie

*Reginald Stanton*  
Reginald Stanton

*Arnold M. Stein*  
Arnold M. Stein

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