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NOT CIRCULATE

RUTGERS UNIVERSITY

A G R E E M E N T

Between

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

and

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFERS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL 102
(Protection Officers &
Senior Protection Officers)

Effective: January 1, 1976 through December 31, 1976

1976 UNION COUNTY PROBATION OFFICERS' CONTRACT

Article I - Agreement

This agreement entered into this 7th day of April, 1977 by and between the Judges of the County 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 provisions of N.J.S.A. 2A:168-1 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, 1976 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	\$11,000	\$16,100	\$500
Senior Probation Officer	12,000	17,100	500

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Section 2

Retroactive to January 1, 1976 each probation officer shall receive a salary adjustment equal to \$1,350.00 inclusive of the annual increment. Probation officers shall receive this adjustment prorated during the year 1976 and be paid in a lump sum.

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. The amount of such reimbursement is to be adjusted based upon changes in the average price per gallon of regular gasoline in the New York - North Eastern New Jersey area. This average is as prepared by the United States Department of Labor, Bureau of Labor Statistics. Application of this provision will be as follows:

<u>Average Price Per Gallon Greater Than</u>	<u>But Less Than</u>	<u>Amount of Reimbursement for each Business Mile Traveled</u>
\$0.249	\$0.35	\$0.12
0.349	0.45	0.13
0.449	0.55	0.14
0.549	0.65	0.15
0.649	0.75	0.16

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 VI - Longevity

Probation officers hired after January 1, 1973, shall not be covered by the County 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 \$400. 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.

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.

Section 3

Probation officers covered by the 1975 contract, and participating in an educational program in the academic year 1976-77 that has been approved by the

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Chief Probation Officer may be permitted to qualify for a cash educational award upon receipt of the graduate degree if they have achieved twelve (12) or more academic credits as of the date this contract goes into effect. All new probation officers hired after this agreement has been put into effect, or who have not yet achieved twelve (12) academic credits, must qualify under Sections 1 & 2 above.

Article VIII - Supper Allowance

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 \$4.00. 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.

Article IX - Holidays

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 FebruaryWashington's Birthday
- Last Monday in MayMemorial Day
- July 4thIndependence 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 of the Union County Probation Department 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

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normal operations of the probation department. Probation officers may carry over up to 5 vacation days into 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 3 days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave as distinct from 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 or 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.

Article XI - Leaves 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 (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) 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 (6) months. The leave of absence may be renewed for an additional period not to exceed six (6) 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 Union 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. 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 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.

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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 the 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 Court. If necessary, all other members of the Union County Court and all Judges of the Juvenile and Domestic Relations Court of Union County shall also attend.

Article XVII - 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, 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.

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 XVIII - 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 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 (3) 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 officer 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 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 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; or,
- (c) 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." The recommendations of the New Jersey State Board of Mediation representative shall be accepted as final and binding on both parties. It is understood that the use of this service is without cost to the employer.

It is expressly understood that the right to submit a grievance to a representative of the State Board of Mediation 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 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)

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Article XIX - 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 XX - 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 XXI - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1976. 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, 1976.

MEMORANDUM OF UNDERSTANDING

In recognition of the Supreme Court's policy regulating hours of work for probation officers, to wit: "Probation officers are expected to work within reason, as many hours as may be necessary to accomplish their duties. A specific limitation on or designation of the hours to be worked, particularly if it is less than that worked by many persons in private professional employment, is not consistent either with the nature of the duties to be performed or with the efforts that have been and are being made to increase salary levels"; and, in view of the fact that a dispute over the application of this policy in a particular county is now pending a Supreme Court decision,

The parties herewith agree that the use and application of "compensatory time" in the probation service shall be held in abeyance in association with the current labor negotiations to await the Supreme Court decision.

It is further agreed that the subject of "compensatory time" may be reopened at a later date for further discussion and/or negotiation, provided the Supreme Court rules that such a practice is acceptable for use in probation work, and that it may be made subject to the collective bargaining process. During the period the issue remains unresolved, it is agreed existing practices may be continued without reference to same in the labor agreement.

Dated: April, 1977

FOR THE COUNTY COURT JUDGES:

James A. Collier

FOR THE UNION:

Rudolph A. Gallari

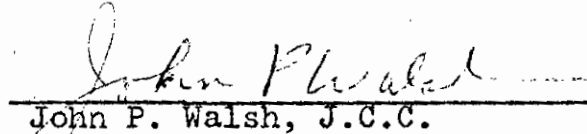
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In witness of this agreement, the parties to it have affixed their signatures this 7th day of April, 1977.

FOR THE JUDGES

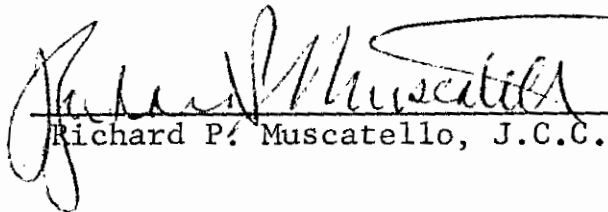

James H. Coleman, Jr., J.C.C.

(On Sick Leave)
Wm. Fillmore Wood, J.C.C.

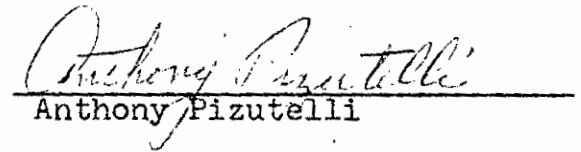

John P. Walsh, J.C.C.



Joseph G. Barbieri, J.C.C.


William A. Dreier, J.C.C.

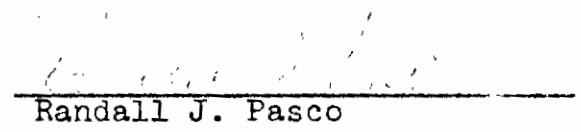

Richard P. Muscatello, J.C.C.

FOR THE UNION


Anthony Pizutelli


Rudolph F. Szollar


Eddie Walton


Randall J. Pasco