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CIRC. 114

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UNION COUNTY 1977-78

PROBATION SUPERVISORS COLLECTIVE AGREEMENT

(*Handwritten: Pending Probation 1/1/78*)

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UNION COUNTY
Management and
Labor Relations

1 1978

RUTGERS UNIVERSITY

Article I - Agreement

This agreement entered into this 22nd day of June, 1978 by and between the Judges of the County Court of Union County, New Jersey (hereinafter referred to as the Judges) and the Union County Probation Department Supervisors Union (hereinafter referred to as the 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 Principal Probation Officers I and Principal Probation Officers II of the Union County Probation Department (hereinafter referred to collectively as principal 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

Effective January 1, 1977 principal probation officer salary ranges and increments shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Principal Probation Officer I	\$18,800	\$21,800	\$600
Principal Probation Officer II	17,600	20,600	600

Section 2

Effective January 1, 1977 each Principal Probation Officer I shall receive a salary increase of \$1,600; and each Principal Probation Officer II shall receive a salary increase of \$1,400, inclusive of increment in both instances.

Section 3

Effective January 1, 1978, principal probation officer salary ranges and increments shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Principal Probation Officer I	\$19,880	\$22,880	\$600
Principal Probation Officer II	18,610	21,610	600

Section 4

Effective January 1, 1978 each Principal Probation Officer I shall receive a salary increase of \$1,080; and, each Principal Probation Officer II shall receive a salary increase of \$1,010.

In addition, each Principal Probation Officer not at maximum of the appropriate salary range shall receive an increment on his/her anniversary date; however, no Principal Probation Officer shall receive more than the maximum salary of the appropriate range.

Article IV - Automobiles

Section 1

Effective January 1, 1977, a principal 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. Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

Effective January 1, 1978, the mileage rate shall be increased to 17¢ per mile.

Section 3

Principal probation officers when designated by the Chief Probation Officer to perform field assignments shall have the option to request the use of a county car upon reasonable notice to the Chief Probation Officer. If a county car is not available, the principal probation officer shall use his/her private vehicle.

Section 4

Principal probation officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence. Possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer.

Article V - Educational Awards

Section 1

Effective January 1, 1977, 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

Effective January 1, 1978, the cash educational award shall be increased to \$425.

Article VI - Supper Allowance

Section 1

Effective January 1, 1977, principal probation officers who are required to remain on duty through the supper hour (6:00 P.M.) shall receive a supper allowance of \$4.00. Reimbursement shall be made after submission of a voucher and a receipt in accordance with the provisions of N.J.S.A. 2:168-8.

Section 2

Effective January 1, 1978, the supper allowance shall be increased to \$4.50.

Article VII - Longevity

Principal probation officers shall continue to receive longevity payments as are granted to Union County employees generally. If during the period covered by this agreement, the County grants to its employees generally any increase in longevity payments such increase shall simultaneously be awarded to principal probation officers.

Article VIII - Holidays

Section 1

Principal 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 Day
- December 25th Christmas Day
- Good Friday and General Election Day

Section 2

Effective in 1978, the following legal holiday shall be incorporated into the above list:

- January 15th Martin Luther King's Birthday

Article IX - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), principal probation officers of the Union County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county, including field probation officers. In each year of this agreement principal probation officers shall be permitted to take up to 5 of the

accrued vacation days in half days (i.e., up to ten 1/2 days) upon one day's notice. 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.

Section 2

Principal 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

Principal 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 credits such increase shall simultaneously be awarded to principal probation officers.

Section 4

Principal probation officers shall receive the same sick leave credits as are provided generally to other employees of the County.

Section 5

Principal 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 principal probation officer to substitute such credits.

Article X - Leaves of Absence

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 principal 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.

Article XI - Health and Welfare Benefits

Principal 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 principal probation officers.

Article XII - Residence

Principal 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 XIII - Union Business

Section 1

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

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 may 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. 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.

Article XV - 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; and,
7. 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 implemented without prior notice and that other regulations covering local working conditions will be implemented, 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, and duties and responsibilities, 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 XVI - 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 principal 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

employees 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 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-5.30).

Article XVII - 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 XVIII - 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 with the exception of Article III, Section 5 or upon the happening of some unforeseen event.

Article XIX - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977 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.

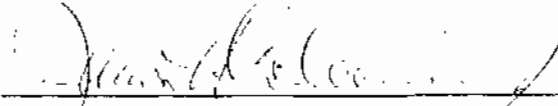
Section 2

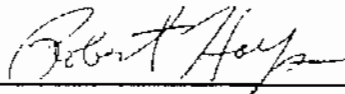
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1978.

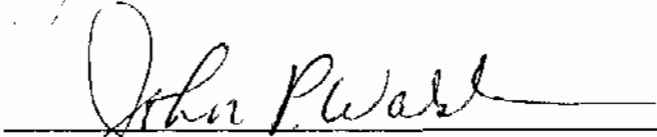
In witness of this agreement, the parties to it have affixed their signatures this 22nd day of June, 1978.

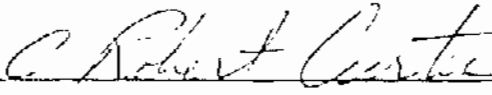
FOR THE JUDGES:

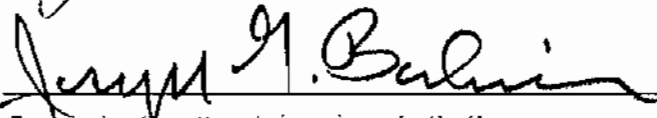
FOR THE UNION:

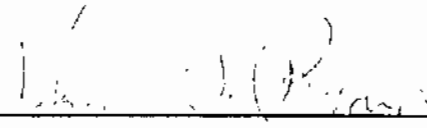

James H. Coleman, Jr., J.C.C.


Robert Hays


John P. Walsh, J.C.C.


C. Robert Curtis

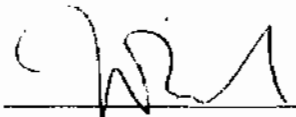

Joseph C. Barbieri, J.C.C.


John W. Ryan


William A. Dreier, J.C.C.

Dorothy P. Milligan


Richard P. Nuscatello, J.C.C.


Warren Brody, J.C.C.