

Contract #212

1991 MERCER COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this day of 1991 by and between the Assignment Judge of the Superior Court of Mercer County, New Jersey (hereinafter referred to as the "Judge") and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 102 (hereinafter referred to as the "Union").

ARTICLE II - Recognition

The Judge hereby recognizes the Union as the sole and exclusive representative of the Principal Probation Officers I and II of the Mercer County Probation Department (hereinafter referred to collectively as "principal probation officers") to negotiate matters relative to salaries and terms and conditions of employment.

ARTICLE III - Salaries**Section 1**

Effective January 1, 1991, and retroactive to that date, the Principal Probation Officer I and II salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$30,655	\$45,753
Principal Probation Officer I	34,055	51,743

Section 2

Effective January 1, 1991, and retroactive to that date, each principal probation officer shall receive an increase of five percent (5%) added to his/her December 31, 1990 base salary.

Section 3

Effective July 1, 1991, and retroactive to that date, Principal Probation Officer I and Principal Probation Officer II salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$30,962	\$46,211
Principal Probation Officer I	34,396	52,260

Section 4

Effective July 1, 1991, and retroactive to that date, each principal probation Officer shall receive an increase of one percent (1%) added to his/her June 30, 1991 base salary.

Section 5

Effective the last pay period in December, 1991, Principal Probation Officer I and Principal Probation Officer II salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$32,000	\$48,000
Principal Probation Officer I	37,500	53,500

Section 6

Effective the last pay period in December, 1991, each principal probation officer shall be paid in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE IV - Automobiles

As authorized by N.J.S.A. 2A:168-8, a principal probation officer, when designated by the Vicinage Chief Probation Officer to use his/her private vehicle on probation department business, shall be reimbursed at the prevailing rate paid to the probation officers of the department. Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel and mileage traveled and shall sign and transmit the records to the Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Vicinage Chief Probation Officer. Principal probation officers will not be reimbursed for mileage incurred during travel between the probation office and their place of residence. When business travel is in conjunction with such commutation, reimbursement will be made only for mileage in excess of normal commuting mileage. It is understood that whenever possible principal probation officers will use a county auto in the transaction of departmental business. The employer agrees to continue the past practice of paying the difference in premiums as between private and commercial rates for the same coverage when principal probation officers use their own vehicle subject to the officers' meeting all applicable departmental requirements.

ARTICLE V - Meal AllowanceSection 1

Effective January 1, 1991, principal probation officers who are required to remain on duty to receive reports of probationers through the supper hour of 6:00 p.m. shall be paid a supper allowance of up to \$7.25. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 2

Effective January 1, 1991, principal probation officers, while in attendance at meetings, conferences and training courses in other counties and states, and when 35 miles or more away from the Mercer County Courthouse on official business during the normal meal hours set forth below, when approved by the Vicinage Chief Probation Officer, shall be entitled to a meal allowance of \$4.50 for breakfast, \$6.50 for lunch, and \$12.50 for supper.

The normal meal hours are as follows:

Breakfast	7:00 a.m. to 8:00 a.m.
Lunch	12 Noon to 1:00 p.m.
Supper	6:00 p.m. to 7:00 p.m.

All reimbursement for meals covered under this agreement shall be made only upon presentation of a valid receipt for the expenses incurred, as provided in N.J.S.A. 2A:168-8.

ARTICLE VI - Educational Awards

Section 1

Effective January 1, 1991, principal 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 Vicinage Chief Probation Officer and approved by the Judges, shall be entitled to an annual award of \$710. The decision of the Judges shall be final and not subject to further appeal. 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 Vicinage Chief Probation Officer.

Section 2

Effective the last pay period of December, 1991, any principal probation officer who has or who shall hereafter obtain a Master's Degree as described in Section 1 above, shall be advanced one (1) step on the salary schedule (Appendix A) in lieu of the annual award as described in Section 1 of this Article.

ARTICLE VII - Longevity

Effective January 1, 1991, principal probation officers shall receive longevity benefits that are awarded to Mercer County employees generally.

ARTICLE VIII - Vacation and Other Leave Credits

Section 1

Pursuant to R.1:30-5(b), principal probation officers of the Mercer County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county.

Section 2

The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the probation department.

Section 3

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 Vicinage Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

Section 4

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 Vicinage Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

ARTICLE IX - 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
- 3rd Monday in January Martin Luther King's Birthday
- February 12th Lincoln's Birthday
- 3rd Monday in February Washington's Birthday
- Last Monday in May Memorial 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

If any principal 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.

ARTICLE X - Health and Welfare Benefits

Principal probation officers shall continue to be provided with the same health and welfare benefits presently granted to Mercer County employees generally. The benefits include but are not limited to a medical health insurance plan, a major medical health insurance plan, a dental plan and a prescription drug plan.

If during the term of this Agreement, Mercer County grants to all county employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this Agreement, then such benefit(s) shall simultaneously be awarded to principal probation officers. If during the term of this Agreement, Mercer County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation for this Agreement, the Assignment Judge shall reopen this Article for further negotiation.

ARTICLE XI - 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 probation department.

ARTICLE XII - Meetings

The Vicinage Chief Probation Officer, as the representative of the Judges, and the representatives of the Union, shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

ARTICLE XIII - Provisional Appointments

In case a principal probation officer receives a provisional appointment by the Judge to serve for an extended or indefinite period in a position higher than his/her permanent Civil Service rank, he/she shall be entitled to receive the established salary for the position during the period such appointment is in effect.

ARTICLE XIV - Conference Attendance

Within budgetary limitations and in adherence to the provisions of N.J.S.A.2A:168-8, principal probation officers may attend approved meetings, seminars and conferences on corrections, social work and related disciplines subject

to the approval of the Vicinage Chief Probation Officer, for which their traveling and maintenance expenses shall be paid out of the county treasury.

ARTICLE XV - Union Business

Section 1

The Union shall furnish to the Vicinage Chief Probation Officer the name of one (1) principal officer who is to be designated as union steward for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for an official representative of the Union, not to exceed one (1) employee, 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.A. 38:23-2, and is not in excess of five (5) 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 Vicinage Chief Probation Officer or a duly designated subordinate.

ARTICLE XVI - Notice of Vacancy

Principal probation officer staff will be notified of all vacancies. Notification will be by memorandum to each principal probation officer in the Department, exclusive of principal probation officers who work in the Division where the current vacancy exists.

ARTICLE XVII - Policy on New Jersey Department of Personnel

The administrative and procedural provisions and controls of the New Jersey Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XVIII - Suspensions

Section 1

Whenever the Vicinage Chief Probation Officer suspends a principal probation officer for a term more than five (5) days at one time, three (3) times in any one (1) year, or a period of fifteen (15) days in the aggregate, a written notice of the charges shall be served to the employee. Within ten (10) days after written notice has been served, the employee may request and shall be granted a formal hearing with the Vicinage Chief Probation Officer. Such hearing shall be granted by the

Vicinage Chief before or after the suspension, whichever he deems is in the best interest of the department.

Section 2

If a suspended officer is dissatisfied with the determination of the Vicinage Chief, the matter may be appealed in accordance with Step 3 of the Grievance Procedure incorporated in this Agreement, subject to the limitation set forth in Article XVII. Suspensions involving matters of judicial policy as set forth in Article XVII shall be appealed to the Assignment Judge only.

ARTICLE XIX - 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 Judge of the County 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 by the Vicinage Chief Probation Officer.

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. The parties recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management'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 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 Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of the United States.

ARTICLE XX - Grievance Procedure

The parties agree that a complaint or grievance of any principal probation officer over a superior officer's interpretation, application or the alleged 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 manner provided below.

The exercise of management rights by the Assignment Judge, or his designee, as provided for in Article XIX may for purposes of pursuing a grievance, only be dealt with at the level of the Assignment Judge or through any other legal or equitable remedies that are available for resolving such issues. All grievances must be filed within ten (10) days from the date the grievant should reasonably have known that an alleged violation has occurred.

Step 1

The grievance shall first be taken to the officer's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, within three (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 Vicinage Chief Probation Officer who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. 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 Vicinage Chief Probation Officer, he may choose to utilize one of the following two options:

- a. The officer may appeal to the New Jersey Department of Personnel under the laws and regulations governing the operation of that agency provided that the Merit System Board agrees to hear the case;
- b. The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and binding and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R. 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/her choosing, or by a bona fide member of the Union designated to represent him/her 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.

ARTICLE XXI - Dues Deduction

Upon written authorization, in conformance with the provisions of N.J.S.A. 52:14-15.9(e), from any officer who is covered by this Agreement, the county has agreed to deduct from his/her pay each calendar month the Union dues, as fixed by the Union, which dues shall after deduction be remitted to Ben Merker, Secretary-Treasurer, Teamster Local 102, Box 318, Rockaway, New Jersey. Such practice shall continue during the life of this Agreement provided the agreement between the Assignment Judge and county remains in effect.

ARTICLE XXII - Liability Coverage

All employees covered by the terms of this Agreement shall be entitled to liability insurance coverage (except for auto insurance) and the provisions of legal assistance in all actions arising out of the performance of their official duties in the same amount or to the same extent as all other non-law enforcement employees in the County of Mercer.

MEMORANDUM OF UNDERSTANDING

It is understood by all parties that principal probation officers shall not be entitled to an incremental movement for 1992 until such time as the 1992 Agreement has been approved and ratified.

For the Judiciary

Samuel D. Lenox, Jr., A.J.S.C.

For the Union

Shirley Stewart
Shirley Stewart
Diana M. Russ

ARTICLE XXIII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXIV - Conclusiveness of Agreement

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

ARTICLE XXV - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1991 and shall remain in full force and effect until December 31, 1991. 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 Agreement is required to be given at least sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this day of , 1991.

For the Judiciary

Samuel D. Lenox, Jr., A.J.S.C.

For the Union

Ed Benjamin
Shop Steward

Anna M. Russo

Ben Meeker Sec. Tr.

