

Union County Judges at the Superior Court

and

Union County Probation Department Supervisors Union

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1984-1986

UNION COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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X January 1, 1984 - December 31, 1986

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1984-86 UNION COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE  
AGREEMENT

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ARTICLE I - Agreement

This Agreement entered into this            day of 1984, by and between the Judges of the Superior Court of Union County, New Jersey (hereinafter referred to as the Judges) and the Probation Supervisors' Union (hereinafter referred to as the Union).

ARTICLE II - Recognition

The Judges hereby recognize the Union as the sole and exclusive representative of the Principal Probation Officers I and 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.

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, 1984, 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 P.O. II	\$22,260	\$32,564	\$600
Principal P.O. I	23,850	34,451	600

Section 2

Retroactive to January 1, 1984, each Principal Probation Officer employed by the Probation Department on or before December 31, 1983, shall receive a salary adjustment equal to 6.0% of his/her December 31, 1983, salary. In addition, each Principal Probation Officer who did not reach the maximum salary by 1983 shall be awarded an increment on his/her anniversary date, e.g., January 1 or July 1.

Section 3

Effective December 31, 1984, Principal Probation Officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal P.O. II	\$22,302	\$32,625
Principal P.O. I	23,895	34,516

Section 4

Effective December 31, 1984, each Principal Probation Officer employed by the Probation Department on or before December 31, 1983, shall receive a base salary adjustment equal to .2% of his/her December 31, 1983, base salary.

Section 5

Effective January 1, 1985, 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 P.O. II	\$23,640	\$34,582	\$600
Principal P.O. I	25,329	36,586	600

Section 6

Effective January 1, 1985, each Principal Probation Officer employed by the Probation Department on or before December 31, 1984, shall receive a base salary adjustment equal to 6.0% of his/her December 31, 1984, base salary. In addition, each Principal Probation Officer who did not reach the maximum salary by 1984 shall be awarded an increment on his/her anniversary date, e.g., January 1 or July 1.

Section 7

Effective January 1, 1986, 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 P.O. II	\$25,058	\$36,658	\$600
Principal P.O. I	26,848	38,782	600

Section 8

Effective January 1, 1986, each Principal Probation Officer employed by the Probation Department on or before December 31, 1985, shall receive a base salary adjustment equal to 6.0% of his/her December 31, 1985, base salary. In addition, each Principal Probation Officer who did not reach the maximum salary by 1985 shall be awarded an increment on his/her anniversary date, e.g., January 1 or July 1.

ARTICLE V - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a Principal 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 at the rate of 18¢ per mile. Probation Officers authorized to use their 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

Principal 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. Principal 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 Principal Probation Officers are to submit their claim for the cost of business automobile insurance on the monthly expense voucher.

ARTICLE VI - Longevity

Principal 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 Principal Probation Officers.

ARTICLE VII - Educational Awards

Section 1

Retroactive to January 1, 1984, Principal 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 \$600. 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.

Effective January 1, 1985, the annual award shall be raised to \$650.

Section 2

The decisions 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 VIII - Supper Allowance

Retroactive to January 1, 1984, Principal 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 \$5.50. 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 - Promotions

Each Senior Probation Officer promoted to the Principal Probation Officer II position and each Principal Probation Officer II promoted to the Principal Probation Officer I position may receive a salary adjustment of at least 5.0% of the officer's base pay, subject to availability of funds. Adjustments to the anniversary date shall be in accordance with departmental policy.

ARTICLE X - 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  
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

In the event a legal holiday as set forth in Section 1 above falls on a Sunday, the following Monday shall be observed as the day off. If a legal holiday falls on a Saturday, upon obtaining prior approval by the Assignment Judge, the preceeding Friday may be observed as the day off.

Section 3

In the event the County of Union grants to its employees generally the day after Thanksgiving as an additional holiday to those listed in Section 1 of this Article, upon obtaining prior approval from the Assignment Judge such day off may be granted to Principal Probation Officers.

ARTICLE XI - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), Principal Probation Officers shall receive the same vacation credits as are provided generally to other employees of Union 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 normal operations of the Probation Department. Principal Probation Officers may carry over up to five vacation days in the succeeding year, which must be used in that year or forfeited.

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 designee 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 three (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 Principal 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

Principal Probation Officers shall receive the same sick leave credits as are provided generally to other employees of Union 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 Probation Officer to substitute such credits.

Section 6

Principal Probation Officers shall receive the same bereavement credits as are provided to other employees of the county.

ARTICLE XII - Leave 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 Principal Probation Officer for a period not to exceed six (6) months at any time. Such leave of absence may be renewed for an additional period not to exceed six (6) months.

Section 2

Granting of an individual's request for pregnancy-disability leave without pay shall not be treated differently than any other employee's request for sick leave without pay. Pregnant Principal Probation Officers may, with medical approval, continue to perform their functions, duties and responsibilities in the Probation Department. Pregnant Principal Probation Officers may request



pregnancy-disability leave of absence without pay for a period not to exceed six (6) months when accompanied by a physician's certificate setting forth the need therefor and the term of the anticipated disability. In the event the pregnancy-disability requires additional leave beyond six (6) months, an extension of the pregnancy-disability leave may be granted for a period not to exceed an additional six (6) months upon medical proof of such disability. Total leave shall not exceed one (1) year.

### Section 3

A leave of absence without pay for educational purposes may be granted to a limited number of Principal 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 XIII - 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 noncontributory medical health insurance plan, a noncontributory major medical insurance plan, a dental plan, and a prescription drug program. Effective January 1, 1985, Principal Probation Officers shall be provided with Union County's classified employee disability plan provided the County selects a carrier for the plan prior to that date. The employer will contribute up to but not greater than \$50 to cover the costs of such a plan. The remaining costs for the disability plan shall be incurred by the employees. In the event Union County does not select a carrier for a classified employee disability plan as of December 31, 1984, the employer shall reopen negotiations regarding only the issue of the \$50 employer contribution per employee. If during the term of this Agreement, the County grants to all employees an additional health and welfare benefit and the benefit is not made available during the negotiation of this Agreement, then such benefit shall be simultaneously awarded to Principal Probation Officers. If during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits (i.e. optical plan) or provides any expanded coverage and such benefit was not available as a subject of negotiation for this Agreement, the Assignment Judge may grant such benefit to Principal Probation Officers or shall reopen this matter for further negotiation.

Principal Probation Officers shall be entitled to the same on-the-job injury benefits as are provided to the other county employees.

ARTICLE XIV - Residence

Principal Probation Officers may reside anywhere in the State of New Jersey.

ARTICLE XV - Transport of Funds

Principal 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 XVI - 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. 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 grievance 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, is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officers' official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

ARTICLE XVII - 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 matters discussed as well as decisions reached at these meetings shall be made and circulated to the interested parties.

Section 2

If a meeting is requested, it shall be held at least once 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 supervisor 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 Superior Court. If necessary, other representatives of the three divisions of the Union County Superior Court shall also attend.

ARTICLE XVIII - Liability Coverage

Principal Probation Officers shall be entitled to the same liability insurance coverage and provisions of legal assistance in actions arising out of the performance of their duties as are other employees of the County.

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 Judges of the Superior 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:

- A. To manage and administer the affairs and operations of the Probation Department;
- B. To direct its working forces and operations;
- C. To hire, promote, assign and transfer personnel;
- D. To schedule and determine work assignments;
- E. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional" or "temporary" employee
- F. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules; and,
- G. 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 regulatio

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, after consultation with Union representatives following the presentation of a letter of intent from the Chief Probation Officer to one of the Union stewards or Union officers, except in cases of extreme emergency.

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 service. 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 exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE XX - Policy on Civil Service

The administration and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of 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 XXI - Grievance Procedure

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 terms and conditions of employment 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 supervisor within ten (10) working days from the date the grievant should reasonably have known that an alleged violation occurred. The supervisor shall make an effort to resolve the problem within a reasonable period of time; within three working days if possible. At this level, a complaint or grievance need not be in writing. Within ten (10) working days following the decision of the supervisor, the matter may be appealed to Step 2 of this Article in accordance with the procedure contained therein, or the grievance shall be considered abandoned.

Step 2

If not resolved at the aforementioned level, the grievance shall be put in writing, signed by the aggrieved Officer, and forwarded to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within seven (7) working days thereafter. In case of absence of the Chief Probation Officer, he/she may designate an assistant to act on his behalf or it may proceed to the next step with the approval of both parties. The time limits of the step may be extended by mutual consent.

Step 3

If the aggrieved Officer is not satisfied with the decision, he/she may choose, within ten working days of the decision of the Chief Probation Officer, to utilize one of the following two options:

(a) The Officer may appeal non-contractual disputes subject to the Court's policy on Civil Service to the Civil Service Commission under the laws and rules governing the operation of that agency provided the Commission agrees to hear the case; or

(b) The Officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Assignment Judge may designate any Court employee other than the Chief Probation Officer 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 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 employeè is entitled at each step to be represented by an attorney of his/her own 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 XXII - 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 Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or 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 days to renegotiate the item so severed.

#### ARTICLE XXIII - 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 re-open discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

#### ARTICLE XXIV - Duration of Contract

##### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1984, and shall remain in full force and effect until December 31, 1986. 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 required to be given at least ninety days prior to December 31, 1986.

In witness of this Agreement, the parties to it have affixed their signatures this 13<sup>th</sup> day of July, 1984.

FOR THE JUDGES

  
Edward W. Beglin, Jr. A.J.S.C.

FOR THE UNION

  
Fred Bostel

  
Elsie Garcia

  
John Kasprzyk

  
Norman Marasco

SUPERIOR COURT OF NEW JERSEY  
UNION COUNTY

IN REGARD:


UNION COUNTY PRINCIPAL  
PROBATION OFFICERS

O R D E R

It appearing that the Board of Chosen Freeholders and the County Manager of the County of Union were duly served with a Notice of Hearing on 7-12-84 pursuant to N.J.S.A. 2A:168-8, to fix the annual salaries to be paid to the Principal Probation Officers and to consider the proposed contract for the calendar years 1984, 1985, 1986, between the Superior Court Judges assigned to Union County and the Probation Supervisors' Union; and

It further appearing that the said Board of Chosen Freeholders and the County Manager have failed to indicate to the Superior Court Judges assigned to the County of Union that either or any of them desire to participate in such hearing or raise any objection to the said contract;

It is, thereupon, on this 13<sup>th</sup> day July 1984, ORDERED and ADJUDGED that the aforesaid Employment Contract be executed by the Superior Court Judges assigned to the County of Union and that the said contract be, and is hereby, effectuated.

  
Edward W. Beglin, Jr., A.J.S.C.

A TRUE COPY

  
COUNTY CLERK UNION COUNTY, N.J.

JUL 16 1984