

Monmouth County Judges of the Court

and
IBT Local 102

[Signature]

THIS AGREEMENT made this _____ day of _____

1972, by and between the HONORABLE LOUIS R. AIKINS, the HONORABLE THOMAS L. YACCARINO and the HONORABLE JOHN P. ARNONE, all Judges of the Monmouth County Court, hereinafter collectively called "the Court, and TEAMSTERS UNION LOCAL 102, hereinafter referred to as "the Union".

ARTICLE I

PURPOSE OF AGREEMENT

Section 1: It is the intent and purpose of the parties hereto that this agreement covering rates of pay, hours of work and condition of employment, will promote professional and economic relations and establish a basis for securing cooperation, harmony and good will between the Court and their employees, and the Union and its members.

Section 2: It is recognized that by granting the benefits contained herein the Court is adding greatly to the cost of operation and increasing the burden upon the taxpayers of Monmouth County. This agreement is, therefore, made with the understanding that the Union Committee and the members of the union will cooperate with the Courts in promoting better efficiency and more production per man hour. It is further recognized that the successful operation of the Monmouth County Courts can be assured only through the cooperation of the parties hereto.

Section 3: In consideration of the obligations assumed by the Court in this agreement, the Union recognizes its responsibilities to secure and sustain maximum productivity and cooperation per employee during the term of this agreement.

X January 1, 1972 - December 31, 1974

in order that the Court may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Court will cooperate with the employees and the Union in order to assure that each of the parties hereto shall secure maximum benefits from the within agreement and engage in a period of mutual cooperation.

ARTICLE II

Section 1: It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike, sitdown, slowdown, work stoppage or limitation upon production during the life of this agreement. If any employee, or group of employees, represented by the Union should violate the intent of this paragraph the Union, through its proper officers, will promptly notify the Court and such employee or employees in writing of its disapproval of such violation.

Section 2: Should a strike, sitdown, slowdown, work stoppage or limitation upon activities occur which is not authorized assisted or encouraged by the Union, or by any officer, representative, or official of the Union, and such violation is disapproved as provided in Section 1 hereof, the Court will not hold the Union liable for such strike, sitdown, slowdown, work stoppage or limitation upon activities or production.

Section 3: The Court reserves the right to discipline or discharge any employee or employees who violate the provisions

of this Article.

ARTICLE III

RECOGNITION AND BARGAINING UNIT

Section 1: This agreement pertains only to employees working for the Monmouth County Court as Probation Officers and Senior Probation Officers located in Freehold, New Jersey.

Section 2: The Union is recognized during the life of this agreement as the sole collective bargaining agency for all employees described in the Bargaining Unit, in Section 2 herein.

Section 3: The term employees as hereinafter used in this agreement refers to all Probation Officers and Senior Probation Officers of the Monmouth County Probation Department only, who constitute the appropriate bargaining unit.

Section 4: The term employee as hereinafter used in this agreement shall not include any supervisory employee with the right to hire, fire or otherwise discipline employees, or effectively recommend such action.

ARTICLE IV

Section 1: (a) Effective with the first pay period beginning after January 1, 1972 and up to and including the last pay period for the year 1972, the salary of each employee employed by the Court and a member of the bargaining unit referred to herein who is in the service of the Court on January 1, 1

shall receive an increase in his annual wage amounting to five and one-half per cent of the annual amount paid to said employee on January 1, 1972 in accord with the rate schedule annexed hereto and expressly incorporated herein. Said increase shall be in addition to the annual increment as recommended by the Chief Probation Officer and received by said employee in accord with the provisions of Civil Service Regulations.

(b) Effective with the first pay period beginning after January 1, 1973 and up to and including the last pay period for the year 1973, the salary of each employee employed by the Court and a member of the bargaining unit referred to herein who is in the service of the Court on January 1, 1973 shall receive an increase in his annual wage amounting to five and one-half per cent of the annual amount paid to said employee on December 31, 1972 in accord with the rate schedule annexed hereto and expressly incorporated herein. Said increase shall be in addition the annual increment as recommended by the Chief Probation Officer and received by said employee in accord with the provisions of Civil Service Regulations.

(c) Effective with the first pay period beginning after January 1, 1974 and up to and including the last pay period for the year 1974, the salary of each employee employed by the Court and a member of the bargaining unit referred to herein who is in the service of the Court on January 1, 1974 shall receive an increase in his annual wage amounting to five and one-half per cent of the of the annual amount paid to said employee on December 31, 1973 in accord with the rate schedule annexed hereto and expressly incorporated herein. Said increase shall be in addition to the annual increment as recommended by the Chief Probation Officer and received

by said employee in accord with the provisions of Civil Service Regulations.

Section 2: In the event that any employee shall be required to remain on duty during the supper hour he shall receive a meal allowance in the sum of \$3.00 provided, however, that the employee seeking such allowance shall provide the Chief Probation Officer with a receipt for the expenditure for said meal.

Section 3: The parties hereto recognize and acknowledge that each of the employees herein referred to are considered to be practicing a profession and that in the practice of such profession that no regular work hours can be established. Each of the parties hereto, therefore, expressly acknowledge and recognize that in many instances the employees are required to perhaps place more hours on a particular project or job than is normally required. The employees further expressly acknowledge that the terms of employment of a Probation Officer is to a large extent governed and controlled by the provisions of the Civil Service Act affecting the particular position occupied by the employee covered by this agreement. The parties hereto expressly acknowledge and agree that the employee shall expend such hours and such time as is reasonably required to perform the duties which are called upon in a particular job classification as set forth in the Civil Service Regulations affecting his position and further expressly agrees that where inconsistent with this agreement the duties of the employees shall be governed by the Civil Service Regulations and not the terms of this agreement. In addition thereto, each of the parties

expressly agree that where any of the terms herein are considered to be inconsistent with the provisions of the Civil Service Regulations that the Civil Service Regulations as such will govern and will guide the relations between the respective parties hereto.

ARTICLE V

Section 1: The Court agrees that any employee of the Monmouth County Probation Department after having received permanent appointment may be permitted to 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 of Monmouth County provided, however, that in the event such employee has been granted the use or control of a vehicle owned by the County that such vehicle will not be taken out of the confines of Monmouth County, except on official business, and, in the event such employee does reside without the County that such vehicle will be returned to the County garage or such other place as is designated by the Chief Probation Officer at the conclusion of each working day, or the time within which the same is being used or operated on Probation Department business.

ARTICLE VI

Section 1: The parties hereto expressly acknowledge that each of the employees herein are interested in securing educational advancement in order to better perform the services which they are called upon to perform. The Court, therefore, expressly acknowledged that it will through

the Chief Probation Officer make available to all employees such programs as are financed and initiated by Federal and State authorities and will render such assistance as is required to permit each of the employees herein to partake of such additional educational advancements as are provided to employees of the Probation Department. In addition thereto, the Chief Probation Officer shall have the right to use such training funds as are allocated in his budget for costs for Probation Officers enrolled in programs approved by the Chief Probation Officer after said employees have exhausted their opportunities for the educational programs provided by State and Federal Authorities. The determination as to when, and to whom these funds shall be allocated, as training funds in the Chief Probation Officer's budget shall be the Chief Probation Officer's determination.

ARTICLE VII

Section 1: The Court agrees that upon signing of this Agreement there will be created at least two additional Senior Probation Officer categories, and that these Senior Probation Officer categories will be filled by appointment of persons designated by the Chief Probation Officer. It is understood and agreed that those Probation Officers having the most seniority shall be designated to fill these vacancies. This provision is expressly subject to the approval of the Civil Service Commission. In the event that said Civil Service Commission requires an examination

to be given to all eligible persons then usual Civil Service procedure will be followed to fill said appointment.

Section 2: The Court further agrees that on Jan. 1 of each year, and after the completion of two years service by Probation Officers, and provided there are enough persons with sufficient seniority to provide the minimum number of applicants required by Civil Service Regulations, they will cause tests or examinations to be scheduled for qualification as Senior Probation Officers and to establish a list from which such appointments as Senior Probation Officers shall be made, as vacancies in such category become available.

ARTICLE VIII

Section 1: In the operation of the Probation Department it is recognized that on occasion a complaint may arise between the Court and the Union, or between the Court or any one or more employees concerning the meaning, or application, of, or compliance with, any section of this agreement. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there was no intent to cause a misunderstanding. In addition, various disagreements may arise between employees and supervisory employees, all of which require some form of determination. The Court and the Union earnestly desire that such complaints or grievances or differences be promptly settled so that the efficiency in the department shall not be interrupted and morale of the employees shall not be

impaired. Accordingly, a procedure for grievance of any such complaints that may arise is outlined hereinafter.

Section 2: The Union specifically agrees that the settlement of complaint procedure shall be the only method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations affecting the job category for employees who are affected by the within Agreement. Accordingly, the Union pledges that if any dispute arises under this agreement, it shall be settled in the manner provided for in this Article and pending such a settlement all employees shall carry out their assignments as directed by the Court and their supervisory Probation Officers. If any employee should refuse to follow the settlement of complaint procedure and take such other action, except such action as is provided for in Civil Service Regulations, such action shall constitute a violation of this agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Court, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action on the Court, or supervisory employee, may be appealed by the employee or the Union in accord with the settlement of complaint procedure. A complaint or grievance of any officer in the above title relating to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

STEP 1: A complaint for grievance shall first be taken to the employee's immediate superior who shall make an effort to resolve the problem within a reasonable time - 3 working days if possible. At this level a complaint or grievance need not be in writing.

STEP 2: If the problem cannot be resolved at a supervisor's level the employee shall put it in writing and submit it to the Chief Probation Officer who shall acknowledge its receipt within 3 working days and shall render a decision within 5 days thereafter.

STEP 3: An appeal of a Chief Probation Officer's decision may be made in writing to the County Court Judges or their designated representative for a final determination with reasonable promptness. Nothing contained in the above procedure restricts or limits an employee's right of appeal to the Civil Service Commission under the laws and rules governing the operation of that agency. If, however, an employee chooses to use the grievance procedure established by the judiciary for resolving a problem he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step 2 where a formal written grievance is submitted to the Chief Probation Officer. In using the grievance procedure established herewith an employee is entitled at each step to be represented by his local shop steward or representative or an attorney of his own choosing, but not by both.

ARTICLE IX

Section 1: This agreement shall become effective as of January 1, 1972 and shall continue in full force and effect until midnight December 31, 1974 and from year to year thereafter unless terminated as provided in Section 2 of this Article.

Section 2: Should either party desire to discontinue or modify the existing agreement upon any termination date beginning with December 31, 1974, at least six (6) months prior written notice of such intent must be given to the other party hereto. Notice under this Section will be by certified mail, return receipt requested. In the event of such notice of cancellation or modification of the agreement it shall be the duty of all parties to meet in joint conference within thirty (30) days after receipt of the notice for the purpose of negotiating a new or modified agreement. It is further agreed that proposed changes for a new agreement shall be presented not later than the first day of the conference by the party serving notice.

Section 3: The parties hereto expressly recognize and acknowledge that all sums agreed to be paid hereunder in the form of wages or additional benefits to the employees are subject to notice to the Board of Freeholders of the County of Monmouth pursuant to the Provisions of N.J.S.A. 2A:168-8 and such hearings as may be held, if requested, to consider opposition by the Board of Freeholders to any specific benefits accorded herein. The parties, therefore, expressly agree that this agreement will not become effective until such time as all of the aforementioned statutory requirements have been complied with, including a hearing, if requested.

ARTICLE X

During the life of this Agreement, the Court agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" form; provided, however, that the Court will continue to deduct month membership dues from the pay of each employee for whom it has on file an unrevoked "Authorization for Check-off of Dues" form.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

Witness:

MONMOUTH COUNTY COURT

BY:

LOUIS R. ATKINS, J.C.C.

(L.S.)

THOMAS L. YACCARINO, J.C.C.

(L.S.)

JOHN P. ARNONE, J.C.C.

(L.S.)

TEAMSTERS UNION LOCAL 102

Attest:

(L.S.)

(L.S.)