

Monmouth County 1977-78 Probation Officers Collective Agreement

Article I - Agreement

This agreement is entered into this 13th day of December 1977 by and between the Judges of the County Court of Monmouth County, New Jersey (hereinafter referred to as the Judges) and the Teamsters Union Local 102 (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 the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Monmouth 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 - Salaries

Section 1

Effective January 1, 1977, probation officers salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 9,500	\$16,730
Senior Probation Officer	10,500	17,871

Section 2

Effective January 1, 1977, each probation officer shall receive a salary adjustment according to the following formula:

<u>Experience as of 1/1/77</u>	<u>Salary Adjustment</u>
More than 10 years	\$1,000
6 to 10 years	900
1 to 5 years	800
Less than 1 year	50 for each full month worked

If, upon application of the above formula, any officer is to receive a salary below the new minimum, that officer's salary shall be increased to the new minimum.

Section 3

Effective January 1, 1978, probation officers salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$10,000	\$17,817
Senior Probation Officer	11,000	18,871

#### Section 4

Effective January 1, 1978, each probation officer shall receive a salary adjustment equal to 6-1/2% of the officer's December 31, 1977 salary.

### Article IV - Cash Educational Award

#### Section 1

Each probation officer who obtains 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 Chief Probation Officer and approved by the Judges, shall be entitled to an award of \$540 added to his/her salary upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree.

#### 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.

### Article V - Educational Leaves of Absence

#### Section 1

The Judges may grant a leave of absence without pay for permanent probation officers to attend graduate school on a full-time basis, so long as the leave of absence and the proposed educational program meets with the accord of the Chief Probation Officer. The leave of absence shall not exceed six (6) months, which may be renewed for an additional period not to exceed six (6) months, based on the recommendation of the Chief Probation Officer and in accordance with the provisions of N.J.A.C. 4:1-17.2.

#### Section 2

No more than one (1) officer for each fifteen (15) officers of the bargaining unit shall be on leave at any one time. In the event the number of applications for leave exceed the allowable numbers, the decision of the Chief Probation Officer as to who shall be allowed to take the leave of absence shall be final and binding upon all parties concerned and not subject to further appeal.

Article VI - Tuition Reimbursement

Section 1

The Chief Probation Officer may use budgeted training funds to provide probation officers with financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

- (a) Prior approval in writing must be secured from the Chief Probation Officer;
- (b) The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges;
- (c) Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
- (d) Application for reimbursement must be made to the Chief Probation Officer on or before October 1, 1977 for 1977 and October 1, 1978 for 1978, in order to be eligible for reimbursement;
- (e) In order for courses to be eligible for reimbursement, they must be completed in the calendar year for which reimbursement is being requested; and,
- (f) The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

Section 2

The tuition reimbursement program described in Section 1 shall be considered a fund of last resort. The amount of reimbursement provided under Section 1 shall be calculated after the probation officer has received any other available sources of reimbursement (e.g., SLEPA or LEEP). Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

Section 3

In order to be entitled to tuition reimbursement, the probation officer must be an employee of the probation department at both the time of registration and the time of course completion.

Section 4

No more than two (2) courses for a maximum of six (6) credits may be taken in a single semester by a probation officer.

No more than four (4) courses for a maximum of twelve (12) credits may be taken in a full school year by a probation officer.

Section 5

It is understood that a receipt of approval for a course does not guarantee reimbursement of tuition for that course, and that reimbursement is limited to a funds available basis. It is further understood that tuition reimbursement shall be available only to probation officers who have attained permanent status of at least twelve (12) months at the time that application for approval of courses is made. It is further understood that, in the event that funds are not available for the reimbursement of all applicants, such funds as are available will be divided equally among the applicants whose courses were approved by the Chief Probation Officer in accordance with this Article.

Article VII - Conferences and Educational Programs

Section 1

Upon approval of the Chief Probation Officer within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend approved meetings, seminars and conferences in corrections, social work and related disciplines. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

Section 2

The Chief Probation Officer shall, as he receives information, make employees aware of educational programs that are financed and initiated by Federal and State authorities and shall render assistance as is required to permit the employees to partake of the aforementioned programs.

Article VIII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour shall receive a supper allowance in the sum of \$4.50. 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 - Vacation and Other Leave Credits

Section 1

Pursuant to R. 130-5(b), probation officers of the Monmouth County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county.

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 employees to substitute such credits as described herein. Medical proof of the illness shall be required as a condition of making the substitution.

Section 3

Probation officers who exhaust their accrued sick leave during any prolonged illness may request and shall be permitted to convert and use accrued vacation credits (on a one-to-one basis) during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits and provided medical proof of the illness is supplied.

Article X - Holidays

Section 1

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 Veterans Day
- 4th Thursday in November . . . . .Thanksgiving Day
- December 25th. . . . .Christmas Day
- Good Friday and General Election Day.

Effective in 1978: The above list will be expanded to include

- January 15th . . . . .Martin Luther King's Birthday

Section 2

If any 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 XI - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Monmouth County employees generally. The benefits include, but are not limited to, a non-contributory Blue Cross, Blue Shield, Rider J and 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 XII - Place of Residence

Section 1

The Court agrees that any officer 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. However, in the event such officer has been granted the use or control of a vehicle owned by the County then such vehicle must not be taken out of the confines of Monmouth County, except on official business. In the event such officer does reside without the County, 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. It is understood that cars shall not be used for any purpose except County business.

Section 2

Since the Board of Freeholders is currently revising its policy with respect to car arrangements, the parties hereto agree that, in the event the Board of Freeholders should revise its policy that the parties will enter into negotiations for the purpose of discussing the impact of such a change on the practice of the Probation Department with respect to the use of county cars. It is further understood that this is the only item which will be discussed in any such negotiations.

Article XIII - 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.

## 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 employees 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.

## Section 3

Upon written authorization required by R.S. 52:14-15-9(e) Union dues shall be deducted and remitted to Ben Merker, Secretary-Treasurer, Teamsters Local 102, Box 318, Rockaway, New Jersey. Withdrawal of said authorization must also be made in accordance with said statute.

## Article XIV- Evaluation Procedure

A committee of probation officers, senior probation officers and other members of the probation department shall be established to develop and recommend procedures concerning personnel evaluations to the Chief Probation Officer. Composition of the committee shall be agreed upon by both parties.

## Article XV - Management's 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 upon notification by the Chief Probation Officer, which need not be in writing.

## 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 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, 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 Judges and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of 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 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 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 Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) 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 may choose to utilize one of the following two 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 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 or other representative who is not an employee of the Courts to hear and make recommendations to them 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 employee is entitled at each step to be represented by an attorney of his own choosing, and/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-5.3)

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure shall be held after the normal workday.

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 of 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 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.

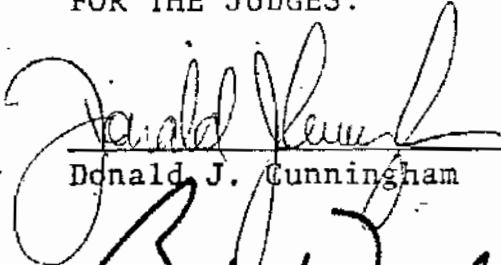
Section 2

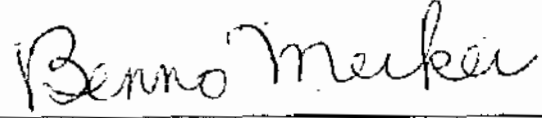
A written notice to terminate or modify this Agreement is required to be given at least 60 days prior to December 31, 1978.

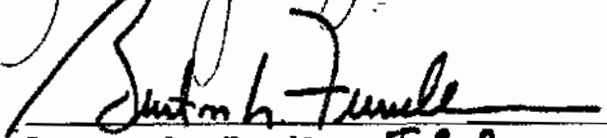
In witness of this Agreement, the parties to it have affixed their signatures this 13th day of December 1977.

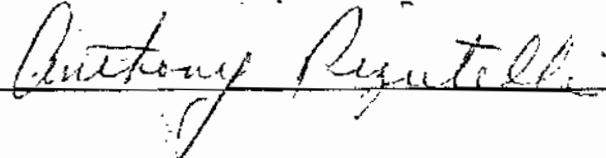
FOR THE JUDGES:

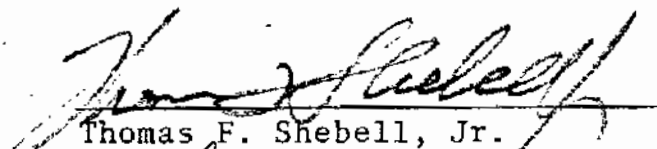
FOR THE UNION:

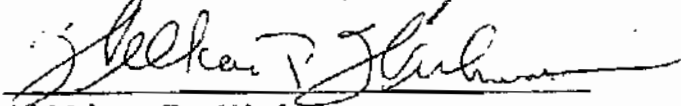
  
Donald J. Cunningham

  
Benno Mecker

  
Burton L. Funder J.C.C.

  
Anthony Rignutelli

  
Thomas F. Shebell, Jr.

  
William T. Wichmann

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