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Salem County Judges of the Court

and

Salem County Probation Officers Association

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1984 Salem County Probation Officers' Collective Agreement

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\* July 1, 1984 - June 30, 1986

1897



SUPERIOR COURT OF NEW JERSEY

LAW DIVISION

COUNTIES OF  
GLOUCESTER, CUMBERLAND AND SALEM

COURT HOUSE  
P. O. BOX 813  
WOODBURY, NEW JERSEY 08096-7813  
609-853-3303

SAMUEL G. DESIMONE  
ASSIGNMENT JUDGE

December 21, 1984

Mr. Wilbur Brown, CPO  
Probation Department  
Court House  
92 Market Street  
Salem, NJ 08079

Re: Additional 24-hour Duty Pay Policy

Dear Mr. Brown:

In order to reduce department staffing problems caused by the existing compensatory policy for officers assigned 24-hour duty, a probation officer assigned primary responsibility for such duty shall receive a \$30 stipend in lieu of compensatory time for each week of duty performed. This stipend shall not be incorporated into the officers' base salary.

Very truly yours,

Samuel G. DeSimone, AJSC

SGD/t

CC: Mr. Stephen E. Fingerman, TCA  
Mr. Thomas Clarkson, Employee Relations Specialist,  
Administrative Office of the Courts  
Mr. Lee M. Munyon, Clerk to the Board and Personnel,  
Salem, County

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1984 SALEM COUNTY PROBATION OFFICERS' AGREEMENT

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ARTICLE I - Agreement

This Agreement was entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984 by and between the Assignment Judge for the Superior Court Judges of Salem County, New Jersey (hereinafter referred to as the Judge) and the Salem County Probation Officers' Association (hereinafter referred to as the Association).

ARTICLE II - Recognition

The Judges hereby recognize the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Salem County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Effective July 1, 1984, salary ranges for probation officers shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$14,461.58	\$15,879
Maximum	20,362	24,679

Section 2

Effective July 1, 1984, all probation officers on the payroll prior to April 1, 1984 and at the signing of this Agreement, shall receive a 6% base salary increase.

After application of the increase in paragraph 1 above, effective July 1, 1984, all probation officers and senior probation officers on the payroll prior to April 1, 1984 shall receive a special judicial adjustment equal to \$65 added to their base salary.

Section 3

Probation officers hired on or after April 1, 1984 shall earn the minimum salary for their appropriate title as set forth in Section 1 of this Article.

Section 4

Effective July 1, 1985, salary ranges for probation officers shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum:	\$15,000	\$16,500
Maximum	21,584	26,160

Section 5

Effective July 1, 1985, all probation officers and senior probation officers on the payroll prior to April 1, 1985 shall receive a 6% base salary increase.

Section 6

Effective July 1, 1985, probation officers hired on or after April 1, 1985 shall earn the minimum salary for their appropriate title as set forth in Section 4 of this Article.

## ARTICLE IV - Automobiles

Section 1

Effective the first full month following the signing of this Agreement, a probation officer when designated by the Chief Probation Officer to use his private vehicle on probation department business, shall be reimbursed at the rate of \$.21 per mile. As authorized by N.J.S.A. 2A:168-8, probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled 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

In the event that gasoline prices increase substantially during the term of this Agreement, the amount of reimbursement in Section 1 of this Article may be subject to renegotiation.

Section 3

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 \$200,000 for each occurrence and property damage in the amount of

\$25,000 for each occurrence. Each probation officer shall be reimbursed for the additional costs which the officer is required to pay by reason of carrying the above insurance coverage and using the private vehicle for official business up to a maximum of \$130. Probation officers shall submit proof of possession of the required coverage and the additional costs of such coverage to the Chief Probation Officer.

#### Article V - Meal Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour of 6:00 p.m., shall be paid a meal allowance of up to \$4.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A168-8.

#### ARTICLE VI - Additional 24 Hour Duty Pay

Effective the first full pay period following the date this Agreement is signed, probation officers required by the Chief Probation Officer to perform "24 hour program duty" shall be subject to the policy of the Assignment Judge dated December 21, 1984 for receipt of special compensation for such duty until such policy is modified or expires.

#### ARTICLE VII - Longevity

Probation officers shall receive longevity payments as are granted to Salem 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 probation officers.

#### ARTICLE VIII - Educational Award

##### Section 1

Effective July 1, 1984, probation officers who have or 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 Chief Probation Officer and approved by the Assignment Judge or his designee shall be entitled to an annual cash award of \$300. The total amount of the award shall be paid once each year of the agreement and shall not be considered part of an officer's base salary.

Section 2

The decision of the Chief Probation Officer and the Assignment Judge, or his designee, as to the field of study eligible under this Article shall be final and not subject to further approval.

ARTICLE IX - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary.

Section 2

If a 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 - Vacation and Sick Credits

Section 1

Pursuant to R. 130-5(b), probation officers shall receive the same vacation and other leave credits as are provided generally to other employees of the County. Presently, permanent probation officers are entitled to the following types of leave credits:

- a. Vacation Leave
- b. Sick Leave
- c. Administrative Leave, as set forth in Section 3 of this Article.

Section 2

If, during the term of this Agreement, the County grants to its employees generally any additional leave credits or any expanded leave credits, such credits shall simultaneously be awarded to probation officers.

Section 3

Probation officers shall receive three (3) days administrative leave that must be used during the year they are granted and may not be carried over into the next year.

ARTICLE XI - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Salem County employees generally. The existing Health Insurance Program shall remain in effect for the life of this Agreement.

Effective January 1, 1985, the County shall provide a payment of eighty dollars (\$80.00) per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on a white voucher for reimbursement up to a maximum of eighty dollars (\$80.00).

Effective January 1, 1986, the County will provide an additional payment of forty dollars (\$40.00) toward the prescription reimbursement program. The maximum cost to the County from January 1, 1986 to December 31, 1986 shall be a net payment of one hundred and twenty dollars (\$120.00) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the County with a white voucher.

This program shall continue for the remainder of this Agreement with no further increase in reimbursement by the County. All full time personnel covered by this Agreement are entitled to this benefit.

If during the term of this Agreement, Salem 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 probation officers. If during the term of this Agreement, Salem 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 of this Agreement, the Assignment Judge shall re-open this article for further negotiation.

ARTICLE XII - 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 reserve and retain unto themselves all other 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 disciplinary action for just cause against "provisional" or "temporary" employees;
- f. To demote, suspend, discharge or otherwise take disciplinary action for just cause against permanent employees in accordance with applicable statutes and Court Rules.
- 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 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. 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, 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 the 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 the United States.

ARTICLE XIII - Grievance Procedure

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 rule 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 twenty-one (21) days from the date the grievant or the Association could 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 (3) working days, if possible. At this level, a complaint or grievance need not be in writing. Grievances not resolved at this step shall be put in writing, signed by the officer and submitted to the next step within fifteen (15) days of receipt of the decision at this step or the grievance shall be considered abandoned.

Step 2

The Chief Probation Officer shall acknowledge receipt of the grievance 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 appeal to the Assignment Judge, or his designee, in which case the decision of the Judge shall be final 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 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 R. 1:33-4, R. 1:34-4 and any other applicable Statute or Court Rules shall be limited to Step 3. 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 Association 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.

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

#### ARTICLE XIV - 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 30 days to renegotiate the item so severed.

#### ARTICLE XV - Policy on Civil Service

The administrative 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 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 XVI - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all negotiating 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 XVII - Duration of Contract

##### Section 1

The provisions of this Agreement shall be retroactive to July 1, 1984 and shall remain in full force and effect until June 30, 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 is required to be given at least 60 days prior to June 30, 1986.

In witness of this Agreement, the parties to it have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

For The Judges

For The Association

*[Handwritten signatures for the Judges]*

*Matt Mills*  
*Henry Lindquist*