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1976-1978 ATLANTIC COUNTY PROBATION CONTRACT

Article I - Agreement

This agreement entered into this day of , 1976 by and between the Judges of the County Court of Atlantic County, New Jersey (hereinafter referred to as the Judges) and the Atlantic County Probation Officers' Association (hereinafter referred to as "Association").

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 303 of the Laws of 1968, as amended, as the sole and exclusive representative of the Principal Probation Officers I & II, Senior Probation Officers and Probation Officers of the Atlantic 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

During the period covered by this agreement, probation officers will remain in their present grades, as follows:

<u>Title</u>	<u>Grade</u>
Probation Officer	14
Senior Probation Officer	15
Principal Probation Officer II	17
Principal Probation Officer I	18

Section 2

Effective April 1, 1976 (and made retroactive to that date) all permanent probation officers shall have incorporated into their base pay a salary adjustment equal to 4% of their March 31, 1976 salaries.

Section 3

Effective January 1, 1977, all permanent probation officers shall have incorporated into their base pay a salary adjustment equal to 6% of their December 31, 1976 salaries.

Section 4

Effective January 1, 1978, all probation officers shall receive a salary adjustment equal to 6% of their 1977 salaries, and if not on step, shall then be placed on the step in their appropriate grade immediately above that salary (with the 6% already incorporated), and receive the salary indicated by that step.

Section 5

Any provisional probation officer having been in the position for at least one year, shall commencing on the date of his/her permanent appointment, receive any salary adjustment due during that year (see sections 2-4 above) prorated for the remainder of the year.

Section 6

All new permanent probation officers being in the position for six months prior to December 31st of any given year shall receive the new salary adjustment for the year beginning the following January 1st, (in accordance with sections 2-4 above).

Article IV - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his private vehicle on probation department business shall be reimbursed at the prevailing county mileage rate. Probation officers authorized to use their private 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

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. Each probation officer shall be reimbursed for the cost of increasing the limits of his/her insurance policy from the state minimum requirement, to maximum coverage, as well as the additional expense of converting the policy from pleasure to partial business use. Possession of such coverage and costs shall be verified by submission of satisfactory proof to the Chief Probation Officer.

Article V - Parking

The county shall provide at its expense, parking facilities for vehicles of the probation officers while all of said officers are on duty in the probation office. If, for any reason, such parking provision is not provided to the probation officer, then each probation officer using his/her car for business purposes, shall be reimbursed up to the sum of \$12 per month. Reimbursement will be made based on an itemized voucher and receipts submitted to and approved by the Chief Probation Officer and a County Court Judge, in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VI - Supper Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$3.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VII - Longevity

Section 1

Commencing with the fifth anniversary date of employment in the Atlantic County Probation Department and on each anniversary date thereafter, probation officers shall be entitled to and shall receive a longevity increment (which is not incorporated in the probation officers' base pay). This increment shall be a percentage of their salary as of their anniversary date in accordance with the following table:

<u>Anniversary</u>	<u>Percentage</u>
5th - 9th	2
10th - 14th	4
15th - 19th	6
20th - on	8

Section 2

The longevity increments so fixed shall be paid in equal semi-monthly payments in the same manner as the salaries of the probation officers, beginning with the first pay period after the anniversary date. The amounts to be paid will be recomputed (based on the above percentages) annually, on the anniversary date of each probation officer entitled to the increment.

Article VIII - Vacation

Section 1

Pursuant to R. 1:30-5(b), probation officers of the Atlantic County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following vacation credits:

<u>Length of Service</u>	<u>Number of days</u>
1st year	.1 per full month employed
2nd - 5th year	12 annually
6th - 10th year	15 annually
11th - 15th year	18 annually
16th - 20th year	21 annually

For each additional 5 years service, 3 extra days annually shall be received.

Section 2

Probation officers shall be permitted to carry over 1/2 the vacation credits earned during a given calendar year into the following year. If the vacation credits so carried over are not used during that second year, they will be forfeited.

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. 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 Veteran's Day
- 4th Thursday in November. Thanksgiving Day
- December 25th Christmas Day
- and General Election Day.

Section 2

If any probation officer is required to work on 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

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Atlantic County employees generally. These benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a non-contributory life 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 XI - 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 County Court and Management hereby

reserves and retains unto itself all the power, rights, authority, duties and responsibilities conferred upon and vested in it 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 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, insofar as possible following the presentation of a letter of intent from the Chief Probation Officer to one of the union stewards or union officers.

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

Article XII - 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 effecting 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, e.g., the Principal Probation Officer, 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, 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 work day.

Article XIII - 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 XIV - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable 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 XV - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to April 1, 1976, 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 contract is required to be given at least 60 days prior to December 31, 1978.

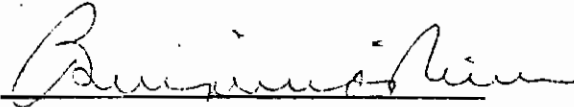
Section 3

If a new contract agreement is not reached by January 1, 1979, the provisions of this agreement shall remain in full force and effect until the new contract is agreed upon.

In witness of this agreement, the parties to it have affixed their signatures this _____ day of 1976.

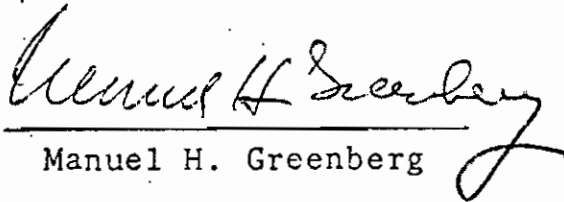
FOR THE JUDGES

FOR THE ASSOCIATION



Benjamin A. Rimm

Charles M. Morvay



Manuel H. Greenberg

John Sullivan

Appendix A

Atlantic County Probation Salary Chart

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Total												
Chief Probation Officer (Grade 19)	13,190	13,981	14,820	15,709	16,652	17,651	18,710	19,833	21,023	22,284	23,621	25,038
Principal Probation Officer I (Grade 18)	12,330	13,070	13,854	14,685	15,566	16,500	17,490	18,539	19,651	20,830	22,080	23,405
Principal Probation Officer II (Grade 17)	11,520	12,211	12,944	13,721	14,544	15,417	16,342	17,323	18,362	19,464	20,632	21,870
Senior Probation Officer (Grade 15)	10,060	10,664	11,304	11,982	12,701	13,463	14,271	15,127	16,035	16,997	18,017	19,098
Probation Officer (Grade 14)	9,400	9,964	10,562	11,196	11,868	12,580	13,335	14,135	14,983	15,882	16,835	17,845