

2-285

STORAGE

Cumberland

1978-1979 CUMBERLAND COUNTY PROBATION CONTRACT

Article I - Agreement

This agreement entered into this 23rd day of Nov, 1977 by and between the Judges of the County Court of Cumberland County, N. J. (hereinafter referred to as the Judges) and the Cumberland County Probation Officers' Association (hereinafter referred to as "Association,").

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Principal Probation Officers I, Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Cumberland 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.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et. al; statutes, court rules; and case law 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.

Article III - Salaries

Section 1

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

	Minimum	Maximum
Probation Officer	\$ 9,361	\$14,920
Senior Probation Officer	10,115	16,122
Prin. Probation Officer II	11,471	20,815
Prin. Probation Officer I	12,274	22,118

Section 2

Effective January 1, 1978, each probation officer shall receive a salary increase equal to 8% of his/her December 31, 1977 salary.

Section 3

Effective January 1, 1979, each probation officer shall receive a salary increase equal to 7-1/2% of his/her December 31, 1978 salary up to a maximum salary increase of \$1,200.

Article IV - Automobiles

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her 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 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.

Article V - Cash Educational Award

Section 1

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 \$400. This award shall be prorated to the end of the calendar year in which the degree was awarded, provided there is submitted evidence of such attainment to the Chief Probation Officer.

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 VI - Vacation and Other Leave Credits

Section 1

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

Article VII - 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 1stNew Year/s Day
- February 12thLincoln's Birthday
- 3rd Monday in February.Washington's Birthday
- Last Monday in May.Memorial Day
- July 4th.Independence Day
- 1st Monday in SeptemberLabor Day
- 2nd Monday in OctoberColumbus Day
- November 11thArmistice or Veteran's Day
- 4th Thursday in November.Thanksgiving
- December 25thChristmas 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 VIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits granted under their former contract. The benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a longevity 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 IX - 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 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, 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 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 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 X - 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 XI - 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 the mutual consent and upon the happening of some unforeseen event.

Article XII - Duration of Contract

Section 1

The provisions of this agreement shall be retro-active to January 1, 1978 and shall remain in full force and effect until December 31, 1979. By mutual concurrence of the parties, they may be continued for an additional time period.

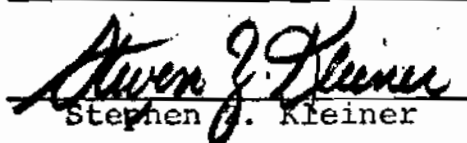
Section 2

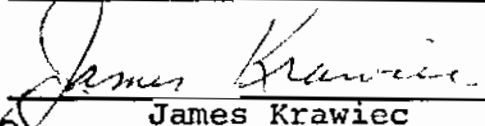
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1979.

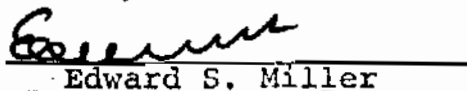
In witness of this agreement, the parties to it have affixed their signature this *23rd* day of *Nov*, 1977.

FOR THE JUDGES

FOR THE ASSOCIATION

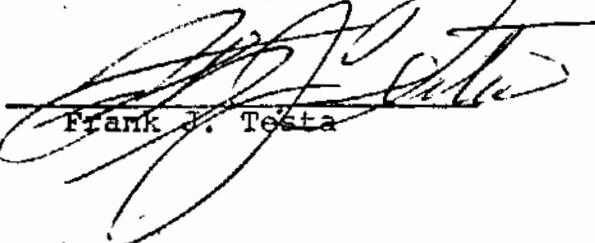

Stephen J. Kleiner


James Krawiec


Edward S. Miller


James Ney


Paul R. Porreca


Frank J. Testa