

Judges of the Superior Court, Atlantic County

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1981-1982 ATLANTIC COUNTY PROBATION COLLECTIVE AGREEMENT

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and Atlantic County Probation
Officers Association

X 1981-82

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Article I - Agreement

This Agreement entered into this 11th day of June, 1981 by and between the Assignment Judge for the Superior Court Judges of Atlantic County, New Jersey, (hereinafter referred to as the Judge) and the Atlantic County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judge hereby recognizes 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 & 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:168-8.

Article III - Salaries

Section 1

Effective January 1, 1981, (and retroactive to that date) the salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,060	\$22,535
Senior Probation Officer	13,060	23,971
Principal Probation Officer II	14,060	27,139
Principal Probation Officer I	15,060	28,892

Section 2

Effective January 1, 1981, (and retroactive to that date) each permanent probation officer shall receive the salary adjustment described in Appendix A.

Section 3

Effective January 1, 1982, the salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,560	\$25,232
Senior Probation Officer	13,560	26,880
Principal Probation Officer II	14,560	28,493
Principal Probation Officer I	15,560	30,334

Section 4

Effective January 1, 1982, each permanent probation officer shall receive a salary adjustment of 11.5% added to the officer's base pay.

Section 5

Each provisional probation officer shall receive the amount of the minimum salary. Upon achieving permanent status each provisional probation officer shall receive a salary commensurate with service in the department, e.g., if permanent status is achieved after 2 years service, the salary shall be fixed at the level of a permanent probation officer with 2 years service.

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/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 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. Possession of such coverage 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.

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 \$5.50. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:163-8.

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 - Promotions

Each probation officer receiving a promotion to a higher position shall receive a salary adjustment of 7% of the officer's base pay.

Article IX - Cash Educational Awards

Section 1

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 Judge shall be entitled to an annual award of \$225. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

Section 2

The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under this article shall be final and not subject to further approval.

Article X - Tuition Reimbursement

Probation Officers shall be eligible to participate in the county administered tuition reimbursement program, under the same guidelines as those established for county employees covered by the management benefit package.

Article XI - Vacation & Other Leave Credits

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 five years service, three extra days annually shall be received.

Section 2

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

Section 3

Probation Officers shall be entitled to bereavement leave credits as specified in Appendix "B".

Article XII - 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
January 15th	Martin Luther King's Birthday
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
Good Friday 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 XIII - Health and Welfare Benefits

Section 1

Probation Officers shall continue to be provided with health and welfare benefits to include a non-contributory major medical insurance plan and a non-contributory life insurance plan.

Additionally, effective June 8, 1981, a prescription drug plan will be provided to employees and their eligible dependents. Eligible dependents will include the employees spouse (unless legally separated) and unmarried children under age 23 who live with the employee in a regular parent-child relationship. Employees will be required to pay the entire amount and be reimbursed all but the required \$2.00 copayment.

Also, effective January 1, 1982, a dental plan will be provided to employees and their eligible dependents. The plan will be equal to or better than the plan identified in Appendix "C" to this Agreement.

Section 2

Probation Officers shall be entitled to receive upon retirement a lump sum cash payment for unused sick leave based upon the policies of Atlantic County. In addition, upon retirement probation officers shall be entitled to the same health and welfare benefits as are provided to Atlantic County employees.

Article XIV - 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 Assignment Judge and Management hereby reserve and retain unto themselves all the power, 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 of the probation department;
2. To direct its working forces 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 departments. 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 Association stewards or Association 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 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 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 XV - 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 have 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 working days thereafter. In 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:

- (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) The officer may appeal to the Assignment Judge, 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.

Any 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 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. (N.J.S.A. 34:15A-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 XVI - 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 XVII - 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 XVIII - Duration of Contract

Section 1

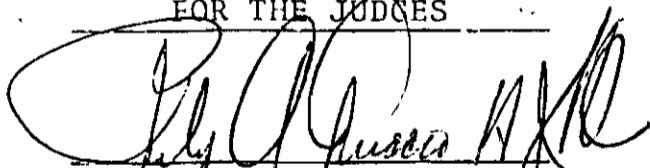
The provisions of this Agreement shall be retroactive to January 1, 1981 and shall remain in full force and effect until December 31, 1982. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1982.

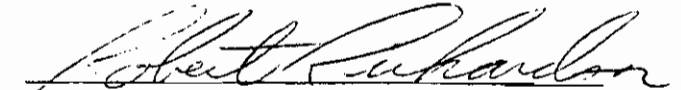
In witness of this Agreement the parties to it have affixed their signature this 4th day of June 1981.

FOR THE JUDGES




Philip A. Gruccio, AJSC

FOR THE ASSOCIATION



Robert Richardson



Charles M. Morvay

APPENDIX A

<u>RANK</u>	<u>NAME</u>	<u>'81 SALARY</u>
PPO I	Sochocky, B.	\$24,530
PPO II	Morvay, C.	22,771
PPO II	Sera, R.	24,060
PPO II	Sullivan, J.	22,771
SPO	Pisano, R.	21,305
SPO	Richardson, R.	18,060
SPO	Wolf, G.	16,086
PO	Boyer, T.	22,535
PO	Brown, F. S., Jr.	13,570
PO	Bruno, A.	13,570
PO	Delmar, H.	13,570
PO	Dorn, Jr.	13,570
PO	Githens, D.	13,570
PO	Hines, K.	13,570
PO	Hall, D.	16,860
PO	Porter, D. D.	13,570
PO	Scull, R.	13,570

APPENDIX "B"

Bereavement Leave

A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family as herein defined:

- (1) Mother or Father
- (2) Mother-in-law or Father-in-law
- (3) Brother or Sister
- (4) Spouse
- (5) Children of employee or step-children
- (6) Grandmother or Grandfather

In the event that death and/or interment occurs outside a 300-mile radius of Atlantic County, the employee will be granted an additional two (2) days without loss of pay as travel time.

APPENDIX C

The dental services available under this program are provided only by licensed dentists.

	<u>PLAN PAYS</u>	<u>PATIENT PAYS</u>
<u>DIAGNOSTIC & PREVENTIVE</u>		
Initial oral examination (once every six months)	70%	30%
Periodic oral examination	70%	30%
Study models	70%	30%
Treatment planning	70%	30%
Prophylaxis (cleaning of teeth once every six months)	70%	30%
Fluoride treatment (once every six months)	70%	30%
Consultations	70%	30%
Comprehensive Disease Control Program	70%	30%
Emergency Dental Visits (exclusive or extractions)	70%	30%
Oral X-Rays (full mouth every 3 years)	70%	30%
<u>BASIC RESTORATIVE - FILLINGS</u>		
Silver Amalgam:		
1 surface	70%	30%
2 surfaces	70%	30%
3 surfaces	70%	30%
Plastic - Composite Resins	70%	30%
<u>ENDODONTICS - (ROOT CANAL THERAPY)</u>		
Anterior Tooth	50%	50%
Bicuspid	50%	50%
Molar	50%	50%
Pulpotomy	50%	50%
<u>ORAL SURGERY</u>		
Single Extraction	50%	50%
Multiple Extraction	50%	50%
General Anesthesia (Non-Hospital)	50%	50%
Impactions - Soft Tissue	50%	50%
Apicoectomy	50%	50%
Alveoloplasty (Per Arch)	50%	50%

APPENDIX C

	<u>PLAN PAYS</u>	<u>PATIENT PAYS</u>
<u>PERIODONTICS</u>		
Periodontal Surgery or Gingivoplasty - per quadrant	50%	50%
Gingival Curettage-per quadrant	50%	50%
Ossseous surgery (including flap entry per quadrant)	50%	50%
Periodontal scaling and root planing (entire mouth)	50%	50%
Periodontal scaling & root planing (per quadrant)	50%	50%
<u>PROSTHETIC SERVICES FIXED & REMOVABLE</u>		
*Crowns/individual bridgework	50%	50%
**Complete Upper or Lower Acrylic Base Denture	50%	50%
**Partial Upper or Lower Denture, without clasp, acrylic base	50%	50%
**Full Cast Partial Denture	50%	50%
Repair broken complete or partial denture no teeth damage	50%	50%
One broken tooth	50%	50%
Replace additional teeth on complete or partial denture - each tooth additional	50%	50%
Replace broken tooth on denture no other repairs	50%	50%
Adding tooth to partial denture to replace extracted tooth - each tooth	50%	50%
Reattaching undamaged clasp on denture	50%	50%
Denture Reline Office	50%	50%
Laboratory	50%	50%

*Limited to three crowns per person per year at the listed patient payment. Additional crowns at the dentist's UCR. These figures are for non-precious metal crowns. If gold is used, a surcharge for the gold costs will be made.

**Once every four years

12/80