

Cape May County, Judges of the Court

and

Cape May County Probation

Officers

(Senior and Principal)  
Probation Officers, II)

\* \* \* \* \*

1983-1984 Cape May County Probation Collective Agreement

\* \* \* \* \*

X July 1, 1983 - December 31, 1984

Article I - Agreement

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Assignment Judge for the County of Cape May, New Jersey (hereinafter referred to as the Judge) and the Cape May County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Principal Probation Officers II, Senior Probation Officers and the Probation Officers of the Cape May 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

Retroactive to January 1, 1983 probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$13,409	\$21,935
Senior Probation Officer	14,970	24,448
Principal Probation Officer II	16,190	26,413

Section 2

Retroactive to January 1, 1983, each permanent probation officer on the payroll prior to that date shall receive a \$1,000 salary adjustment to be added to their December 31, 1982 base salary.

Section 3

Effective August 1, 1983, and retroactive to that date, each permanent probation officer on the payroll prior to that date shall receive a \$600 salary adjustment to be added to their July 31, 1983 base salary.

Section 4

Effective January 1, 1984 probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$13,409	\$23,672
Senior Probation Officer	14,970	26,310
Principal Probation Officer II	16,190	28,374

Section 5

Effective January 1, 1984, each permanent probation officer on the payroll prior to that date shall receive a base salary adjustment of 5% added to their December 31, 1983 base salary.

Section 6

Effective July 1, 1984, each permanent probation officer on the payroll prior to that date shall receive a \$640 salary adjustment added to their June 30, 1984 base salary.

## 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, currently at 18¢ per mile. 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.

## Article V - Retirement Benefits

Section 1

Probation officers of the Cape May County Probation Department shall receive the same retirement benefits as are provided generally to other employees of the county.

Section 2

Probation officers of the Cape May County Probation Department shall be entitled to receive upon retirement, a lump sum cash payment equal to 50% of their accrued sick leave credits up to the maximum designated by Chapter 130 of Public Laws of 1973.

## Article VI - Longevity

Probation officers shall continue to receive longevity payments as are granted to Cape May 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 the probation officers.

## Article VII - Educational Awards

### Section 1

Effective January 1, 1978, probation officers who have, or who 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 Judges shall be entitled to an annual award of \$250. 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 appeal.

### Section 3

Each probation officer who earns at least 10 credits in the pursuit of a Master's Degree in the appropriate areas (see Section 1) shall receive an annual award of \$75.00. It is understood that payment of this partial credit award shall be limited to a maximum of 3 years. This award shall be prorated where applicable from the date of completion of the 10 credits and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

## Article VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. 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 the Judge;
3. 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;

4. The amount of reimbursement will be 50% of total tuition costs of the approved courses, up to the maximum allotted by the county budget; and
5. The decision of the Chief Probation Officer and the Judge is final and shall not be subject to further appeal.

#### Article IX - Supper Allowance

Probation officers who are directed to remain on duty through the supper hour (6:00 P.M.) shall receive a supper allowance of up to \$5.00 based upon the submission of a receipt. Reimbursement of these expenses shall be paid in accordance with the provisions of N.J.S.A. 2A:168-8.

#### Article X - Vacation and Other Leave Credits

##### Section 1

Pursuant to R. 1:30-5(b), probation officers of the Cape May County Probation Department 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 vacation credits:

<u>Length of Service</u>	<u>Number of Days</u>
1st Year	1 per full month employed
2nd - 10th Year	12 annually
11th - 15th Year	15 annually
16th - 20th Year	17 annually
21st - 25th Year	20 annually
25 + Years	25 annually

Unused vacation credits may be carried into the succeeding year only, subject to departmental and county policy limitations.

##### Section 2

The principle of seniority shall govern the selection and scheduling of vacation periods provided that there is no disruption of normal operations, as determined by the Chief Probation Officer. Seniority in title shall be determined by the length of employment a probation officer has served, commencing with the date of permanent appointment in accordance with Civil Service rules and regulations.

Section 3

Probation officers shall be entitled to three (3) days administrative leave upon approval of the Chief Probation Officer. Administrative leave shall not accumulate, but must be used in the calendar year.

Section 4

Probation officers shall be entitled to a maximum of three (3) days bereavement leave in the event of a death in the immediate family upon approval of the Chief Probation Officer. The immediate family shall include husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, and grandchildren.

Article XI - Sick Leave

Section 1

Probation officers of the Cape May County Probation Department shall receive the same sick leave allowance as is provided generally to other employees of the county. Presently, sick leave with pay shall accrue to any probation officer on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and 15 working days in every calendar year thereafter.

Section 2

Any amount of sick leave allowance not used in any calendar year shall accumulate to the probation officer's credit from year-to-year to be used if and when needed for such purposes.

Section 3

The use, recording and accumulation of sick leave shall be consistent with N.J.S.A. 11:24A, Civil Service Rules and Regulations and other appropriate statutes and court rules.

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 Years 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 Veterans 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 a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

In the event a legal holiday listed in Section 1 of this Article falls on a Saturday, probation officers shall receive the preceding Friday off provided prior approval is granted by the Assignment Judge.

Article XIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees. The benefits include but are not limited to:

1. medical and surgical health insurance
2. major medical coverage
3. eye care coverage
4. prescription insurance plan
5. life insurance coverage
6. dental insurance
7. retirement insurance coverage

If during the period covered by this Agreement, the County grants to its employees generally any additional health and welfare benefits, such benefits shall simultaneously be awarded to probation officers.

Article XIV - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association stewards for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for

the purpose of handling employee 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, and is not in excess of five (5) 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.

## Article XV - In-Service Training

### Section 1

The Chief Probation Officer shall furnish to the Association information on in-service training, as the information is received.

### Section 2

Probation officers shall be granted authority to participate in seminars and in-service training courses as they may be established by the Administrative Office of the Courts provided that such courses are timely scheduled and are considered to be appropriate and that there is no disruption of normal operations. Information on training seminars and courses sponsored by agencies other than the Administrative Office of the Courts that come to the attention of the department will be posted. Probation officers wishing to attend such seminars and courses will submit a request to the Chief Probation Officer to be reviewed. With approval of the Chief Probation Officer and the Assignment Judge, the selected probation officers may attend such seminars and courses. Determination as to reimbursement for all or part of the costs associated with approval attendance will be made by the Chief Probation Officer and the Assignment Judge with appropriate consideration being given to budgetary provisions.

## Article XVI - Leaves of Absence

The Judge may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

## Article XVII - Promotion

### Section 1

During the term of this Agreement each Probation Officer, upon receiving a promotion to Senior Probation Officer, shall receive



receive a salary increase of \$600 or the minimum for the new position whichever is greater.

Section 2

During the term of this Agreement any Senior Probation Officer, upon receiving a promotion to Principal Probation Officer II, shall receive a salary increase of \$600 or a salary increase greater than \$600 as specifically set forth by the Assignment Judge. Any decision of the Assignment Judge regarding the granting of promotional increases, which are consistent with the terms of this provision, shall be final and not subject to review through the grievance procedure.

Section 3

Any probation officer receiving a provisional appointment from the Judge to serve for an extended or indefinite period to a position higher than his/her permanent position, shall be entitled to and shall receive the award as set forth in Sections 1 and 2 of this Article during the period of time served in that position.

Article XVIII - Managements 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 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 demoté, 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. 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 Judge 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 Judge and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

## Article XIX - 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 XX - 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 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;

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; or,
- (b) He 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 him for disposition.

If an officer chooses to appeal to Civil Service as is provided in subsection (a) of Step 2 of this procedure, at such time when the appeal is filed he/she shall forward a copy of the notice of appeal and any supportive information to the vicinage Assignment Judge and the Chief Probation Officer.

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, the bargaining agent, 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 procedure established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

#### Article XXI - Pledge Against Discrimination

The provisions of this Agreement shall be applied equally to all probation officers without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

#### Article XXII - Federal and State Laws - 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 the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the 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 thirty (30) days to renegotiate the item so severed.

#### Article XXIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the rights of the parties to reopen discussion of any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

#### Article XXIV - Duration of Contract

##### Section 1

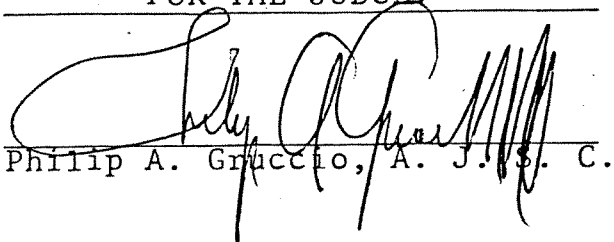
The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1984. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section 2

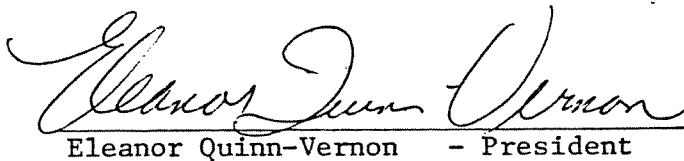
A written notice to terminate or modify this contract is required to be given at least ninety (90) days prior to December 31, 1984.

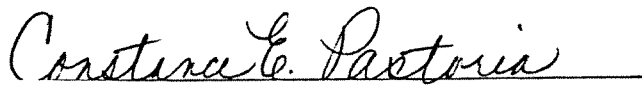
In witness of this Agreement, the parties to it have affixed their signatures this 14<sup>th</sup> day of November 1983..

FOR THE JUDGE:

  
Philip A. Gruccio, A. J. S. C.

FOR THE ASSOCIATION

  
Eleanor Quinn-Vernon - President

  
Constance E. Pastoria  
Negotiations Committee Member

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