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1976-1977 CAPE MAY COUNTY PROBATION CONTRACT

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Article I - Agreement

This agreement entered into this            day of           , 1976 by and between the Judges of the County Court of Cape May, New Jersey (hereinafter referred to as the Judges) and the Cape May 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 II, Senior Probation Officers and 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 pursuant to the provisions of N.J.S.A. 2A:168-1 et.seq.

Article III - Salaries

Section 1

Retroactive to January 1, 1976 Probation Officer salary grades will be set as follows (see Appendix A):

<u>Title</u>	<u>Grade</u>
Probation Officer	13
Senior Probation Officer	15
Principal Probation Officer	17

Section 2

Consistent with the grade changes noted in Section 1, Senior Probation Officers shall be placed in the appropriate grade, on the step immediately above their former salary. They shall receive the salary designated for that step retroactive to January 1, 1976.

Section 3

During the 1976 calendar year, Probation Officers shall receive a salary adjustment equal to a one step increase (see Appendix A) commencing on the anniversary date of their permanent appointment in their current title.

Section 4

Effective June 1, 1976 one step shall be added to Grades 13, 15 and 17 in the following manner:

<u>Grade</u>	<u>New 6th Step</u>
13	\$14,896
15	16,369
17	18,878

Section 5

Any probation officer receiving a promotion during the period covered by this agreement shall be placed on the step in the appropriate new range equal to at least one increment above his/her previous salary and receive the amount so listed.

Section 6

Effective January 1, 1977 probation officers shall receive a salary adjustment equal to one step on the salary chart (Appendix A), on the anniversary date of their permanent appointment in their title. In addition, if a cost of living increase is provided to Cape May County employees generally, in 1977, probation officers shall simultaneously be awarded the same benefits.

## Article IV - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designed 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.

## 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

Probation officers who have, or who shall hereafter retain 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 \$100. 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

Probation officers who have, or who shall hereafter retain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 1 shall be entitled to an annual award of \$200. This award shall be prorated in accordance with Section 1.

Section 3

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.

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 approved by the Judges;
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, not to exceed \$100 per semester; and,
5. The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

Article IX - 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 - 20th year	15 annually
20+ years	17 annually

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.

Article X - 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 purpose.

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 XI - 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
  - February 12th. . . . .Lincoln's Birthday
  - 3rd Monday in February . . . .Washington's Birthday
  - Lasy 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
- 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.

Article XII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees generally. The 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 period covered by 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 XIII - 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. One officer shall be the primary representative with the second officer acting as assistant and/or supportive representative.

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 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 XIV - 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 County Court Judges the selected probation officers may attend such seminars and courses. Determinations as



to reimbursement for all or any part of the costs associated with approved attendance will be made by the Chief Probation Officer and the County Court Judges with appropriate consideration being given to budgetary provisions.

Article XV - 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 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 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 upon notification by the Chief Probation Officer, which need not be in writing.

Section 2

The parties of 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 XVI - 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; or,
  - (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 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. (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 XVII - 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 XVIII - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties of 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 XIX - Duration of Contract

##### Section 1

The provisions of this agreement shall be retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1977. By mutual concurrence of the parties, they may be continued for an additional time period.

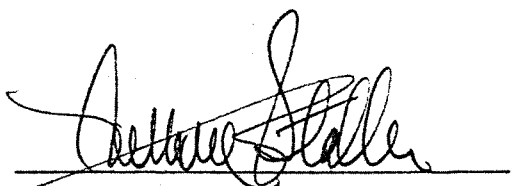
Section 2

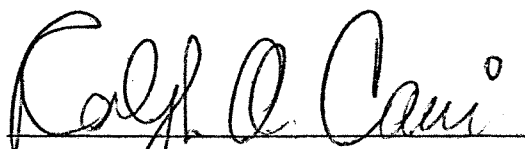
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1977.

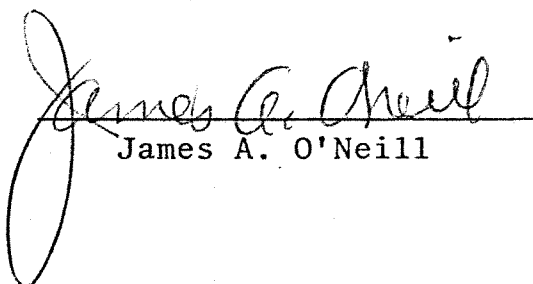
In witness of this agreement, the parties to it have affixed their signatures this 1<sup>st</sup> day of July 1976.

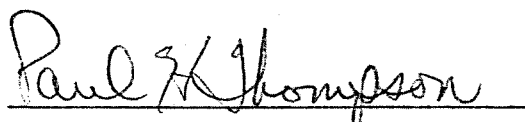
FOR THE JUDGES

FOR THE ASSOCIATION

  
Nathan C. Staller

  
Ralph A. Cacci

  
James A. O'Neill

  
Paul H. Thompson

Appendix A  
SALARY CHART

No.	Minimun	2nd	3rd	4th	5th	6th
1.	5,831	6,368	6,907	7,445	7,981	
2.	6,123	6,682	7,240	7,799	8,361	
3.	6,427	7,010	7,591	8,174	8,756	
4.	6,748	7,357	7,963	8,571	9,181	
5.	7,087	7,719	8,351	8,982	9,613	
6.	7,441	8,099	8,759	9,417	10,076	
7.	7,813	8,499	9,187	9,874	10,560	
8.	8,203	8,920	9,636	10,353	11,072	
9.	8,613	9,362	10,109	10,857	11,603	
10.	9,046	9,822	10,600	11,377	12,157	
11.	9,497	10,308	11,121	11,934	12,746	
12.	9,971	10,819	11,667	12,516	13,366	
13.	10,469	11,355	12,239	13,124	14,010	14,896
14.	10,993	11,917	12,841	13,768	14,693	
15.	11,541	12,508	13,473	14,439	15,404	16,369
16.	12,117	13,128	14,138	15,148	16,158	
17.	13,365	14,467	15,571	16,672	17,775	18,878
18.	14,031	15,148	16,338	17,492	18,647	
19.	14,734	15,938	17,141	18,347	19,550	
20.	16,244	17,561	18,881	20,199	21,521	
21.	17,056	18,435	19,814	21,194	22,576	
22.	17,908	19,353	20,797	22,240	23,686	
23.	18,805	20,316	21,827	23,338	24,849	