

THIS DOES NOT  
CIRCULATE

Article I - Agreement

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1978 by and between the Judges of the County Court of Ocean County, New Jersey (hereinafter referred to as the Judges) and the Ocean County Probation Officers' Association (hereinafter referred to as "Association").

Article II - Recognition and Pledge Against Discrimination

Section 1

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 Senior Probation Officers and the Probation Officers of the Ocean County Probation Department (hereinafter referred to collectively as probation officers) and excluding Manpower and temporary personnel, 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.

Section 2

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

Article III - Salaries

Section 1

Effective March 23, 1978, the minimum salary and the amount of the increment for the different titles of the probation officers series shall be as follows:

<u>Title</u>	<u>Minimum Salary</u>	<u>Increment</u>
Senior Probation Officer	\$13,500	\$615
Probation Officer	10,550	560

Section 2

Effective March 23, 1978, and retroactive to that date, each probation officer or senior probation officer having six months or more service in the Probation Department as of the aforementioned date shall receive a salary adjustment of 10% of his/her March 22, 1978 salary, inclusive of the increment.

Section 3

Effective March 23, 1978 and retroactive to that date, each probation officer who has served less than six months previous

to the date of March 23, 1978, shall receive a 1/6 pro rata share. For each month served prior to March 23, 1978, each month's increase is to be 1-2/3% up to the maximum increase of 10% of the officer's March 22, 1978 salary, which shall be paid to all officers in the bargaining unit hired on or before October 1, 1977.

Section 4

Effective March 22, 1979 each probation officer or senior-probation having six months or more service in the Probation Department as of the aforementioned date shall receive a salary adjustment of 10% of his/her March 22, 1978 salary, inclusive of the increment.

Section 5

Effective March 22, 1979 each probation officer who has served less than six months previous to the date of March 22, 1979 shall receive a 1/6 pro rata share. For each month served prior to March 22, 1979, each month's increase is to be 1-2/3% up to the maximum increase of 10% of the officer's March 22, 1979 salary, which shall be paid to all officers in the bargaining unit hired on or before October 1, 1978.

**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 rate of seventeen cents (\$.17) per mile. Probation officers authorized to use their private vehicles shall keep a monthly record 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.

Section 2

Probation officers required to use private vehicles on Probation Department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence and property damage in the amount of one hundred thousand dollars (\$100,000) for each occurrence. Each probation officer shall be reimbursed for the difference in cost between his/her insurance premium for the specific coverage cited above and the minimum New Jersey liability requirement. Possession of such coverage shall be verified by submission of proof from the carrier's agent that the additional insurance coverage is being provided and has been paid for to the Chief Probation Officer. Each probation

officer shall be reimbursed for the actual amount of the additional insurance premium necessary to cover the cost of the additional coverage cited above. The appropriate amount shall be reimbursed after submission of a voucher in accordance with procedures established by the Chief Probation Officer.

## Article V - Clothing & Telephone Benefits

### Section 1

To maintain proper courtroom decorum for probation officers, they will receive a \$250.00 clothing allowance in 1978 and \$300 in 1979. This allowance shall be paid upon submission of a voucher in accordance with procedures established by the Chief Probation Officer.

### Section 2

Each probation officer may charge business telephone calls from their home to a probation department number in accordance with rules prepared by the Chief Probation Officer.

## Article VI - Tuition Reimbursement

### Section 1

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

- a. Prior approval in writing must be secured from the Chief Probation Officer;
- b. 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;
- c. 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;
- d. The amount of reimbursement will be eighty percent (80%) of total tuition and mandatory tuitional fees of the approved courses, not to exceed four hundred (\$400) per semester (Spring, Fall or Summer); and,
- e. The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

Section 2

The tuition reimbursement program described in Section 1 shall be considered a fund of last resort. The amount of reimbursement provided under Section 1 shall be calculated after the probation officer has received any other available sources of reimbursement (e.g., SLEPA or LEEP). Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

Section 3

In order to be entitled to tuition reimbursement the probation officer must be an employee of the probation department at both the time of registration and the time of course completion.

Article VII - Educational Awards

Section 1

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 (with at least fifty percent [50%] of the credits being taken in the approved department) shall be entitled to an annual award of seven hundred and fifty dollars (\$750). This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is a submission of 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.

Section 3

Probation officers who in September of 1976, shall have completed at least one-half of the required credits for a Master's Degree in a field of study other than those listed in Section 1 shall receive all financial benefits as if their course of study had been previously approved by the Chief Probation Officer and the Judges. Probation officers who, in September of 1976, shall not have completed at least one-half of the required credits for a Master's Degree must pursue the degree in any of the enumerated fields or in a related field, after securing appropriate approval, in order to be entitled to the financial benefits.

Section 4

It is mutually agreed between the parties that no

educational benefits are to be received until such time as the officer completes the required credits for the Master's Degree. Cash educational awards shall be limited to one graduate degree per probation officer only.

Article VIII - Longevity

Probation officers shall continue to receive longevity payments as are granted to Ocean County employees. If during the period covered by this agreement, the County grants to its employees any increase in longevity payments such increase shall simultaneously be awarded to probation officers.

Article IX - Promotional Increment

During the term of this agreement, a probation officer receiving a promotion to senior probation officer shall receive a salary adjustment of \$300 or receive the minimum salary for the new position, whichever is greater.

*\$500.00 Judge White 4/20/78*

Article X - Holidays

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 Veterans' Day
4th Thursday in November . . . . .	Thanksgiving Day
December 25th . . . . .	Christmas Day
Good Friday and General Election Day.	

Article XI - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers of the Ocean County Probation Department shall receive the same vacation credits as are provided to any other employee of the county.

Section 2

Probation officers shall receive two (2) days personal leave which may be used for personal business upon receiving permis-

sion from the Chief Probation Officer. Personal leave must be used in the year in which it is granted or be forfeited--it may not be accumulated. Also, only one personal leave day may be used in any calendar month, it may not be tied to vacation leave credits, and it may not be used on the day before or after a holiday except with special permission from the Chief Probation Officer. If during the period covered by this agreement, the county grants to its employees any increase in personal leave such increase shall simultaneously be awarded to probation officers.

### Section 3

Probation officers shall receive the same sick leave credits as are provided to other employees of the county. Additionally, probation officers shall be entitled to reimbursement of unused sick leave at retirement in accordance with the provisions of the program initiated by Ocean County.

### Section 4

Probation officers shall receive up to three (3) days leave in the event of a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild and any other member of the immediate household, such leave being separate and distinct from any other leave. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

## Article XII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Ocean County employees. If during the term of this agreement, the county grants to its employees 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 - Provisional Appointment

Pursuant to Civil Service Rule 4:1-7.3(c), any probation officer who receives a provisional appointment from the Judges to serve for an extended or indefinite period in a position higher than his permanent position shall be entitled to and shall receive at least the established minimum salary for the higher position, during the period such appointment is in effect.

## Article XIV - Meetings

Representatives of the Association may meet with the

Chief Probation Officer and the County Liaison Judge upon the request of any party to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

#### Article XV - Suspensions

No probation officer shall be suspended unless said suspension is imposed in strict accordance with the Civil Service rules and regulations governing such matters, e.g., 4:1-16.7.

#### Article XVI - Notice of Vacancies & Transfers

##### Section 1

When a vacancy in a promotional position occurs in a section or division, the unit head will alert the section or division staff as to the vacancy. The Association may then have probation officers submit letters of interest to the appropriate Principal Probation Officer for transmittal to the Chief Probation Officer.

##### Section 2

Any probation officer desiring to transfer to another position within the probation department may submit, in writing, a request for transfer incorporating reasons for same to the officer's Principal Probation Officer for transmittal to the Chief Probation Officer.

#### Article XVII - 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 affecting 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 and 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 seven (7) 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, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following 3 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; and,
- (c) He may request the matter to be heard by an impartial arbitrator who shall be selected in accordance with the provisions of P.E.R.C. Rule 19:12-5.3.
  1. The decision of the arbitrator shall be final and binding on both parties, except as to those matters reserved to the jurisdiction of the County Judges, by N.J.S.A. 2A:168-8.
  2. As permitted by P.E.R.C. Rule 19:12-5.4, the cost of arbitration shall be borne equally by both parties.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3(c) above is limited exclusively to the interpretation and application of the specific provisions of this Agreement. Other grievances not associated with the interpretation and application of the provisions of this agreement, shall be subject only to the application of Steps 1, 2 and 3(a) and (b), for their resolution.

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 an 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)

#### Article XVIII - Promotional Policy

The basis for promotions will be standardized classifications and specifications for all probation officer ranks agreed upon by the New Jersey Department of Civil Service in cooperation with the Administrative Office of the Courts, dated May 12, 1966.

#### Article XIX - Manpower and Temporary Employees

Manpower and temporary employees shall receive the applicable salary and compensable fringe benefits for the Manpower or temporary titles they hold.

#### Article XX - 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 XXI - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties of 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 XXII - Fully-Bargained Provision

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other

than those set forth herein. All matters that were or could have been negotiable have either been dropped or have been incorporated into this agreement. Neither party shall be required to renegotiate any part of this agreement, until the expiration date of this agreement.

Article XXIII - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to March 23, 1978 and shall remain in full force and effect until March 19, 1980. By mutual concurrence of the parties, the provisions may be continued for an additional time period.

Section 2

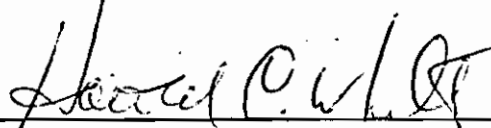
A written notice to terminate or modify this contract is required to be given at least ninety (90) days prior to March 19, 1980.

Section 3

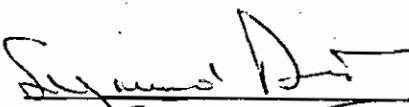
The Association agrees to provide the Judges with any amended collective agreement by October 1, 1979, and the parties agree that the first negotiation meeting will be held not later than December 1, 1979, and meetings will continue periodically until an agreement is reached.

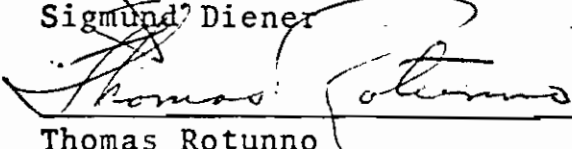
In witness to this agreement the parties to it have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

FOR THE JUDGES

  
\_\_\_\_\_  
Honorable Harold C. White

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Sigmund Diener

  
\_\_\_\_\_  
Thomas Rotunno

\_\_\_\_\_

\_\_\_\_\_