

Contract no. 824

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**COURT ADMIN. STRATOR
BURLINGTON COUNTY**

1989-91 BURLINGTON COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1989-1991 BURLINGTON COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____ by and between the Assignment Judge for the Judges of the Superior Court of Burlington County, New Jersey, (hereinafter referred to as the "Judges") and the Burlington County Probation Officers' Association (hereinafter referred to as "Association").

ARTICLE II - Recognition

The Judges hereby recognize the Association as the sole and exclusive representative of Senior Probation Officers and Probation Officers of the Burlington 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 VI 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 through the Judges of the Superior Court, the Trial Court Administrator and the Vicinage Chief Probation Officer 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, 1989, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,000	\$32,000
Senior Probation Officer	23,500	35,500

Section 2

Effective January 1, 1989, and retroactive to that date, all Probation Officers' and Senior Probation Officers' salaries shall be adjusted in accordance with Appendix A attached hereto.

Section 3

Effective January 1, 1989, and retroactive to that date, all Probation Officers hired at Step 1 shall receive an increment on their six month anniversary of employment provided they have not received an unsatisfactory evaluation rating.

Probation Officers as referenced in the above paragraph shall receive a second increment on their first year anniversary of employment provided they have not received an unsatisfactory evaluation rating.

Probation Officers as referenced in the above paragraphs shall remain at Step 3 until July 1st of the succeeding calendar year.

Section 4

Effective July 1, 1989, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,500	\$33,000
Senior Probation Officer	25,000	36,500

Section 5

Effective July 1, 1989, all Probation Officers and Senior Probation Officers shall be placed upon the appropriate range and step of the salary schedule in accordance with Appendix B attached hereto.

Section 6

Effective January 1, 1990, salary ranges for Probation Officers and Senior Probation Officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$20,500	\$34,650
Senior Probation Officer	26,250	38,325

Section 7

Effective January 1, 1990, the salary schedule for all Probation Officers and Senior Probation Officers shall be established in accordance with Appendix C attached hereto.

Section 8

Effective July 1, 1990, each Probation Officer on Step 3 or above and each Senior Probation Officer shall advance one step on the salary schedule provided that he/she has not received an unsatisfactory evaluation rating.

Section 9

Effective July 1, 1990, each Probation Officer and/or Senior Probation Officer whose June 30, 1990 base salary is Step 12 (maximum) his/her respective salary schedule shall receive a sum of five hundred dollars (\$500) not to be added to base salary.

Section 10

Effective January 1, 1991, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$21,500	\$35,650
Senior Probation Officer	27,750	39,825

Section 11

Effective January 1, 1991, the salary schedule for all Probation Officers and Senior Probation Officers shall be established in accordance with Appendix D attached hereto.

Section 12

Effective July 1, 1991, each Probation Officer on Step 3 or above and each Senior Probation Officer shall advance one step on the salary schedule provided that he/she has not received an unsatisfactory evaluation rating.

Section 13

Effective July 1, 1991, each Probation Officer and/or Senior Probation Officer whose June 30, 1991 base salary is Step 12 (maximum) of his/her respective salary schedule shall receive a sum of five hundred dollars (\$500) not to be added to base salary.

ARTICLE IV - Performance Evaluation

Section 1

A standing joint committee shall be established to review the evaluation and merit increase system. The committee shall be chaired by the Trial Court Administrator or his designee, and shall consist of three

members representing management and three members representing the Association. The committee shall report its recommendations to the Assignment Judge no later than June 15, 1989.

Section 2

The system will include the following:

- a. Written semi-annual review system with a written annual evaluation, copies to employees;
- b. Employees who receive an unsatisfactory semi-annual evaluation will be provided with specific goals and supervisory assistance;
- c. An appeal procedure for an unsatisfactory rating including representation from the Association;
- d. A provision that the decision of the Assignment Judge is final.

Section 3

The committee shall thereafter meet annually to review the evaluation system and its implementation and to make any necessary recommendations to the Assignment Judge.

ARTICLE V - Promotions

Promotions from the rank of Probation Officer to the rank of Senior Probation Officer shall occur only when there is an essential change of duties and/or responsibilities. Any Officer receiving such a promotion shall receive one increment in his/her current Probation Officer range and then be placed on the nearest step of the Senior Probation Officer range. In no event shall the promotional increase be less than one thousand dollars (\$1,000).

ARTICLE VI - Supper Allowance and Mileage

Probation Officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour as determined by the Vicinage Chief Probation Officer shall be paid a supper allowance of \$8.50 in 1989, \$9.00 in 1990 and \$9.50 in 1991. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Employees shall be paid the prevailing County mileage rate per mile for privately owned vehicles used during the course of employment.

ARTICLE VII - Cash Educational Award

Section 1

Probation Officers who have, or who shall hereinafter obtain a Masters 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 Vicinage Chief Probation Officer and approved by the Assignment Judge shall be entitled to an award of an increment. Those Probation Officers at Step 12 of the salary range at the time they receive their degree, shall receive a one time payment of six hundred dollars (\$600) in lieu of an increment.

Section 2

The decision of the Vicinage Chief Probation Officer and the Assignment Judge as to the fields of study under this Article shall be final and not subject to further appeal.

Section 3

Any Probation Officer or Senior Probation Officer enrolling in a graduate degree program shall notify the Vicinage Chief Probation Officer, of the degree program being pursued and, if appropriate, provide advance written approval of the course of study before being eligible for the cash award.

ARTICLE VIII - Tuition Reimbursement

Section 1

Effective upon the signing of this Agreement, Probation Officers shall be eligible for tuition reimbursement for approved graduate courses taken at an accredited college or university. The budgeted amount shall be posted annually after the adoption of the budget. The following rules and regulations shall govern the financial reimbursement of Officers.

- a. Prior approval in writing must be secured from the Vicinage Chief Probation Officer with the approval of the Assignment Judge.
- b. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Vicinage Chief Probation Officer and approved by the Assignment Judge.
- c. Reimbursement will be contingent upon proof of completion of the course or courses with a grade of "B" or better.

- d. Reimbursement to eligible Officers will be made first to those currently enrolled in a program and then in order of application until such time as the budgeted amount is exhausted. If more than one Officer applies at the same time, then seniority will become the deciding factor.
- e. Reimbursement shall be limited to the undergraduate per credit tuition charges prevailing at Rutgers, The State University.

Section 2

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.

Section 3

No more than two (2) courses for a maximum of six (6) credits may be taken in a single semester by a Probation Officer. No more than four (4) courses for a maximum of twelve (12) credits may be taken in a full school year by a Probation Officer.

Section 4

It is understood by all parties that a Probation Officer shall remain in the employ of Burlington County for a period of six (6) months for each course for which he/she has received tuition reimbursement. If the Probation Officer leaves the employ of Burlington County before fulfilling this obligation, he/she shall reimburse the County for the outstanding tuition amount received by the Officer. The maximum years of obligation after obtaining the Masters Degree shall be two (2) years.

This Article pertains only to permanent employees. It is understood by both parties to this Agreement that provisional employees are not eligible for tuition reimbursement.

ARTICLE IX - Vacation and Other Leave Credits

Section 1 - Vacation

Pursuant to R. 1:30-5(b), Probation Officers and Senior Probation Officers of the Burlington County Probation Department shall receive the same vacation credits as are provided to other employees of the County. If during the term of this Agreement the County grants to its employees any increase in vacation credits, such increase shall simultaneously be awarded to Probation Officers and Senior Probation Officers.

Section 2 - Personal

Probation Officers and Senior Probation Officers shall receive three (3) days personal leave per annum for personal business upon receiving permission from the Vicinage Chief Probation Officer. Newly hired Probation Officers shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment. Personal leave as distinct from vacation credit must be used in the year in which it is granted or it will be forfeited. In the event of retirement or termination, deductions will be made from the final pay of the Officer for used but unearned personal leave. Officers shall provide the Vicinage Chief Probation Officer or his designated representative, with at least one (1) day's notice of the intent to use a personal leave day. Personal leave days may not be used in conjunction with holidays and vacation leave, or during the month of December without special permission of the Vicinage Chief Probation Officer.

ARTICLE X - Holidays

Probation Officers and Senior Probation Officers shall be entitled to all legal holidays and such other days off as shall be determined by the Assignment Judge. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

- January 1st.....New Year's Day
- 3rd Monday in January.....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
- 4th Friday in November.....The Day After Thanksgiving
- December 25th.....Christmas Day
- Good Friday and General Election Day

Section 2

If any Probation Officer or Senior Probation Officer is required to work on a legal holiday or other day off granted by the Assignment Judge, the Officer shall be granted an equivalent amount of time off.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday when approved by the Assignment Judge.

ARTICLE XI - Health and Welfare Benefits

Probation Officers shall continue to be provided with all health and welfare benefits presently granted to Burlington County employees generally. These benefits include but are not limited to sick leave, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a dental insurance plan, and optical/prescription plan. If during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits, such as a drug plan or extended child care leave, or provides any expanded coverage, such benefits shall simultaneously be awarded to Probation Officers. Any change in health or welfare benefits will be sent to the Association thirty (30) days prior to the effective date.

ARTICLE XII - Meetings

A meeting of the Vicinage Chief Probation Officer, the Executive Committee of the Association and the Assignment Judge or his representative, may be held at the request of any of the parties, when permitted in the schedule of the Assignment Judge.

ARTICLE XIII - Grievance Procedure

The parties agree that a complaint or grievance of any 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 supervising 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 Vicinage 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 Vicinage 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 Vicinage Chief Probation Officer, he/she may choose to utilize one of the following two options:

- (a) The Officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Department agrees to hear the case, or
- (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 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/her own choosing, or by a bona fide member of the Association designated to represent him/her 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.

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 representing the Superior Court and Management hereby reserve and retain unto themselves all the powers, 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:

- a. To manage and administer the affairs and operations of the probation department;
- b. To direct its work forces and operations;
- c. To hire, promote, assign and transfer personnel;
- d. To schedule and determine work assignments;
- e. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;

- f. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- g. 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 Vicinage Chief Probation Officer.

ARTICLE XV - Association Rights

Section 1

The Association shall furnish to the Vicinage Chief Probation Officer a list of the Association's representatives, any two of whom may be designated by the Association President as representatives for handling grievances. One Probation Officer shall be the primary representative with the second Probation Officer acting as assistant and/or substitute representative.

Section 2

The Association's designated representatives shall suffer no loss in pay for attending grievance hearings and other meetings mutually scheduled by management representatives and the Association.

ARTICLE XVI - 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 Administrative Director of the Courts), conflicts with the provisions of this Agreement, the provision or 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(s) so severed.

ARTICLE XVII - Conclusiveness of Agreement

The 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, 1989 and shall remain in full force and effect until December 31, 1991. By mutual concurrence of the parties, they may be continued for additional periods of time.

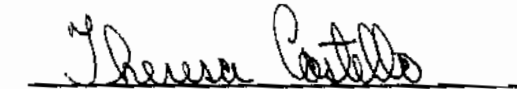
Section 2

In witness of this Agreement, the parties to it have affixed their signatures this 9TH day of Aug, 1989.

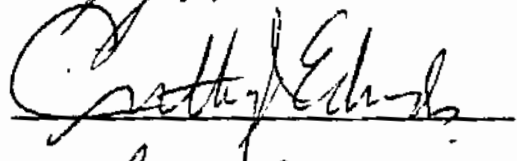
FOR THE JUDGES

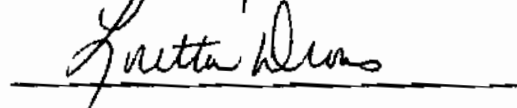

Martin L. Haines, A.J.S.C.

FOR THE ASSOCIATION

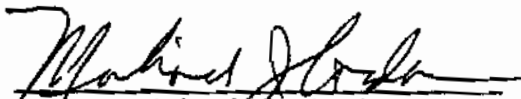









FOR FUNDING PURPOSES, APPROVED BY THE BOARD OF CHOSEN FREEHOLDERS


Michael J. Conda
Freeholder Director


Charles T. Juliana
Clerk/Administrator

Burlington County Probation Officers

Appendix A

<u>1988 Salary</u>	<u>January 1, 1989 Salary</u>
<u>Probation Officer</u>	
Starting Salary	\$19,000
\$16,902 (1988 Date of Perm. Appt.)	19,000
16,902 (1987 Date of Perm. Appt.)	20,000
17,409	20,500
17,931	20,500
18,469	22,000
19,023	22,000
20,131	23,000
20,735	23,000
21,357	24,000
27,485	29,000
28,848	30,500
30,211	32,000
 <u>Sr. Probation Officers</u>	
Minimum Salary	\$23,500
\$21,411	24,000
22,053	24,500
25,501	27,500
28,633	31,000
29,400	31,500
30,167	32,000
30,934	33,000
31,701	34,000
32,468	34,500
34,002	35,500

Burlington County Probation Officers

Appendix B

June 30, 1989 Salary

July 1 1989 Salary

Probation Officer

Step

\$19,000	1	\$19,500
19,000 (1988 Date of Perm. Appt.)	2	20,500
20,000	3	21,750
20,500	4	22,750
22,000	5	23,750
23,000	6	24,750
24,000	7	25,750
25,500	8	27,000
27,000	9	28,500
29,000	10	30,000
30,500	11	31,500
32,000	12	33,000

Sr. Probation Officers

\$23,500	1	\$25,000
24,000	2	26,000
24,500	2	26,000
27,000	3	27,000
27,500	4	28,000
29,000	5	29,000
30,000	6	30,000
31,000	7	31,000
31,500	8	32,000
32,000	9	33,000
33,000	9	33,000
34,000	10	34,000
34,500	11	35,500
35,500	12	36,500

Burlington County Probation Officers

Appendix C

Salary Guide - January 1, 1990

Probation Officers

<u>Step</u>	<u>Salary</u>
1	\$20,500
2	21,525
3	22,838
4	23,888
5	24,938
6	25,988
7	27,038
8	28,350
9	29,925
10	31,500
11	33,075
12	34,650

Sr. Probation Officers

<u>Step</u>	<u>Salary</u>
1	\$26,250
2	27,300
3	28,350
4	29,400
5	30,450
6	31,500
7	32,550
8	33,600
9	34,650
10	35,700
11	37,275
12	38,325

Burlington County Probation Officers

Appendix D

Salary Guide - January 1, 1991

Probation Officers

<u>Step</u>	<u>Salary</u>
1	\$21,500
2	22,525
3	23,838
4	24,888
5	25,938
6	26,988
7	28,038
8	29,350
9	30,925
10	32,500
11	34,075
12	35,650

Sr. Probation Officers

<u>Step</u>	<u>Salary</u>
1	\$27,750
2	28,800
3	29,850
4	30,900
5	31,950
6	33,000
7	34,050
8	35,100
9	36,150
10	37,200
11	38,775
12	39,825

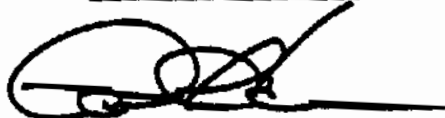
MEMORANDUM OF UNDERSTANDING
Pager Policy

This Memorandum of Understanding is entered into between the Assignment Judge of Burlington County and the Burlington County Probation Officers' Association. The parties do hereby agree as follows:

1. Any Probation Officer or Senior Probation Officer required to be on Pager Duty, shall receive one (1) hour compensatory time off for each eight (8) hours of duty. Additionally, the Officer on call shall receive overtime pay equal to one and a half times his or her hourly rate of pay for calls received. An intake call will begin when initial notification is received and conclude with the resolution of the issue by the officer on call.
2. Payment shall be received within a reasonable length of time.


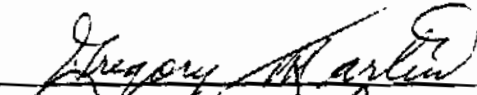
In witness of this Understanding, the parties have affixed their signatures this 7th day of May, 1989.

FOR THE JUDGES

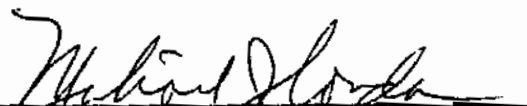


Martin L. Haines, AJSC

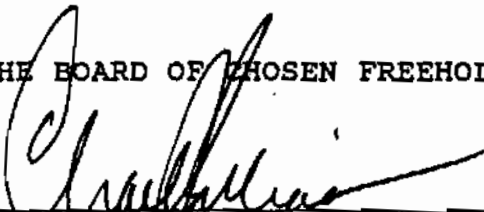
FOR THE ASSOCIATION



FOR FUNDING PURPOSES, APPROVED BY THE BOARD OF CHOSEN FREEHOLDERS



Michael J. Conda
Freeholder Director



Charles T. Juliana
Clerk/Administrator