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Salem County 1977-78 Probation Contract 1

Article I - Agreement

This agreement entered into this ninth day of June 1977 by and between the Judge of the County Court of Salem County, New Jersey (hereinafter referred to as the Judge) and the Salem 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 the sole and exclusive representative of the Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Salem 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

Effective January 1, 1977, salary ranges for the probation officer series shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$12,061	\$15,677
Senior Probation Officer	10,419	13,545
Probation Officer	9,450	12,283

Section 2

Effective January 1, 1977 (and retroactive to that date) each permanent probation officer shall be entitled to and shall receive a salary adjustment equal to 6.5% of the officer's December 31, 1976 salary. Probation officers shall receive their adjustment prorated during the calendar year.

Section 3

Salary adjustments for the year beginning January 1, 1978 shall be subject to reopened negotiations to commence at least 60 days prior to December 31, 1977.

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 private vehicle on probation department business, shall be reimbursed at the rate of 14¢ per mile. Probation officers, authorized to use their private vehicles, shall keep monthly records 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

If the average cost of gasoline increases by 6¢ or more per gallon over the December 31, 1976 price, the reimbursement rate for mileage described in Section 1 will be subject to reopened negotiations.

Section 3

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. Each probation officer shall be reimbursed for the additional costs which the officer is required to pay by reason of carrying the above insurance coverage and using the private vehicle for official business up to a maximum of \$130. Probation officers shall submit proof of possession of the required coverage and the additional costs of such coverage to the Chief Probation Officer.

Article V - Meal Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour of 6:00 P.M., shall be paid a meal allowance of up to \$4.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VI - Longevity

Probation officers shall receive longevity payments as are granted to Salem 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 probation officers.

Article VII - 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
- 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 a 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 VIII - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers 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 types of leave credits:

- a. Vacation Leave
- b. Sick Leave

Section 2

If, during the term of this agreement, the County grants to its employees generally any additional leave credits or any expanded leave credits, such credits shall simultaneously be awarded to probation officers.

Section 3

Probation officers shall receive three (3) days personal leave credits that must be used during the year they are granted and may not be carried over into the next year.

Article IX - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Salem County employees generally. The benefits include, but are not limited to, a non-contributory Blue Cross, Blue Shield, Rider J and Major Medical Insurance plan. If, during the term of 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 X - 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 Judge of the County Court and Management 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 working 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 disciplinary action for just cause 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 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's 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 Judge and Management in the exercise of

their rights, responsibilities and authority pursuant to the laws of this state or the United States.

#### Article XI - 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 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 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;
- b. He may appeal to the County Court Judge, in

which case the decision of the Judge 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 Union 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. 34:13A-5.3).

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal workday.

#### Article XII - 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 XIII - 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 their mutual consent and upon the happening of some unforeseen event.

Article XIV - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977 and shall remain in full force and effect until December 31, 1978. By mutual concurrence of the parties, they may be continued for an additional time period.

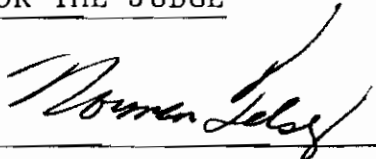
Section 2

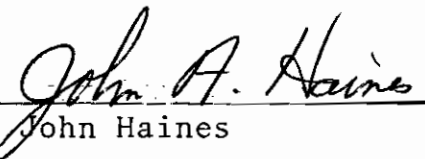
A written notice to terminate or modify this agreement is required to be given at least 60 days prior to December 31, 1978.

In witness of this Agreement, the parties to it have affixed their signatures this **9th** day of **June,** 1977.

FOR THE JUDGE

FOR THE ASSOCIATION

  
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Norman Telsey

  
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John Haines

SEPC  
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