

Ocean County 1976 Probation Collective Agreement 1

Article I - Agreement

This agreement entered into this 23 day of DEC 1976 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 I -

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 I and II, Senior Probation Officers and 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 II -

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 I -

Effective March 25, 1976, the minimum salary and the amount of the increment for the different titles of the probation officer series shall be as follows:

Title	Minimum Salary	Increment
Principal Probation Officer I	\$ 18,360	\$725
Principal Probation Officer II	16,320	670
Senior Probation Officer	13,500	615
Probation Officer	10,550	560

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Section II -

Probation Officers in all titles will receive a salary adjustment retroactive to March 25, 1976 to provide the probation officers with salaries in accordance with Appendix A.

Article IV - Automobiles

Section I -

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 a prevailing county mileage rate, presently fifteen cents (\$.15) per mile. Probation officers authorized to use their private vehicle shall keep a monthly record 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.

Section II -

Probation officers required 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 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 actual cost of his/her additional insurance premium for the specific coverage cited above. 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 by voucher semi-annually on October 1, 1976 and April 1, 1977 and payments will be prorated accordingly.

Article V - Telephone Allowance

Section I -

Each probation officer shall be reimbursed by voucher for any toll calls that are placed by the probation officer in order to transact county business. Vouchers shall be submitted according to existing county regulations and proof of placement and cost of the toll calls shall be recorded on these vouchers and submitted to the Chief Probation Officer.

Article VI - Tuition Reimbursement .

Section I -

Effective in the fall of 1976, probation officers shall receive financial reimbursement for graduate level courses taken at the 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 dollars (\$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 II -

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

Section III -

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 2 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 one of the enumerated fields, or in a related field, after securing appropriate approval, in order to be entitled to the financial benefits.

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 - 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. 30:1-1,

these legal holidays shall include:

- January 1st.New Year's Day
- February 12th.Lincoln's Birthday
- 3rd Monday in FebruaryWashington's Birthday
- Last Monday in MayMemorial Day
- July 4thIndependence 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.

Article X - 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 generally to other employees of the county.

Section 2

Probation officers shall receive 1 day personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave must be used in the year in which it is granted or forfeited--it may not be accumulated. If during the period covered by this agreement, the County grants to its employees generally any increase in personal days 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 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 XI - 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 XII - 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 XIII - 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 XIV - 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 XV - 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 19:13-5.3 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 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 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 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)

Article XVI - Promotional Policy

The basis for promotions will be the 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, 1960.

Article XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - Work Continuity Clause

The Association covenants and agrees that for the lifetime of this agreement, neither the Association, or any person acting on its behalf, or a member of this bargaining unit will cause, authorize or support, nor will any of the members of the bargaining unit participate in any: strike (i.e.) the concerted failure to report for duty or willful absence of an employee from his/her position; stoppage of work or absenteeism in whole or in part from the full, faithful and proper performance of the employee's duties of employment; work stoppage, or slow down, walk-out or other job action against the Board of Freeholders or the County Judges. The Association agrees that such action would constitute a material breach of this agreement.

The Association, during the working life of this agreement, will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down or walk-out or other job action against the Board of Freeholders or the County Judges by members of the bargaining unit.

Nothing contained herein shall be construed to limit or restrict the Board of Freeholders or the County Judges in their right to obtain and seek such judicial relief as they may be entitled to, to have in law or in equity for an injunction or damages or both in the event of such breach by the Association or its members or members of the bargaining unit after exhausting the procedure set forth in this agreement.

Article XXII - Duration of Contract

Section I -

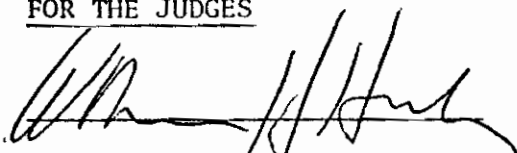
The provisions of this agreement shall be retroactive to March 25, 1976 and shall remain in full force and effect until March 31, 1977. By mutual concurrence of the parties, the provisions may be continued for an additional time period.

Section II -

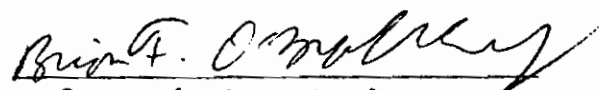
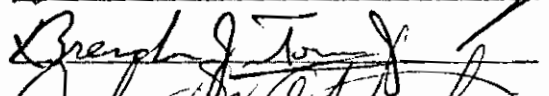

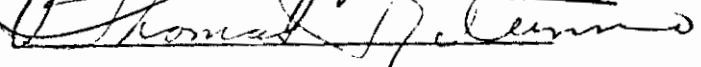
A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to March 31, 1977.

In witness of this agreement the parties to it have affixed their signatures this 23 day of Dec, 1976.

FOR THE JUDGES


Honorable William H. Huber
County Judge

FOR THE ASSOCIATION

Appendix A

Ocean County Probation Officer Salary Schedule
effective March 25, 1976 is as follows:

<u>Name of Probation Officer</u>	<u>Salary</u>
Gordon Peterson	\$ 19,465
Eamonn McCluskey	18,578
Millard Thompson	16,711
Joseph Decker	16,365
Siegmund Diener	16,349
Roy Van Houten	15,100
James Rutigliano	15,100
George Jadelis	14,397
Reita Pavscik	14,397
Charles Peters	14,397
Beverly Neyenhouse	13,793
Andrew Baran	13,793
John Murphy	12,547
Joan Crocker	12,547
Brian O'Malley	12,547
Richard Prifoid	12,522
Brendon Toner	11,961
Scott Coon	11,961
Gordon Hess	11,155
Lorraine Homm	11,130
Donald Wilson	11,130
John Oppenheimer	11,130
Gary Pulz	11,130
Robert Redling	11,130
Thomas Rotunno	11,105
✓ William Ziemer	11,105
✓ Thomas Bertollo	11,105
✓ David Hood	11,105
Candice Tice	11,105
Richard Barry	11,105
Janice Holt	11,105
✓ Laura Katzin	11,105
✓ James Kelly	10,805
✓ David Sandburg	10,805
✓ Donn Godin	10,805
✓ Elizabeth Graham	10,805
✓ David Smith	10,805
✓ Kenneth Kerwin	10,805