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-1977-1979 Burlington County Probation Collective Agreement

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Article I - Agreement

This agreement entered into this 31st day of August 1977 by and between the Judges of the County 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 the Principal Probation Officer IIs, 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 6 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 thru the Judges of the County Court and 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.

Retroactive to January 1, 1977 probation officer minimum salaries shall be as follows:

<u>Title</u>	<u>Minimum Salary</u>
Probation Officer	\$ 9,400
Senior Probation Officer	11,800
Principal Probation Officer II	14,800

Section 2.

Retroactive to January 1, 1977, each permanent probation officer employed by the probation department on or before September 30, 1976 shall receive an increment of \$500 added to the officer's base pay, upon the recommendation of the Chief Probation Officer.

In addition, a cost of living adjustment based on the Consumer Price Index for the Philadelphia region shall be calculated for the 12 month period ending June 30, 1977. The percentage increase

over the prior 12 month period shall be awarded to each probation officer employed prior to July 31st, of the year of the contract in the following manner:

- a. Each officer earning \$12,000 or more shall receive a lump sum increase determined by applying the percentage against the first \$12,000 of his/her annual salary (this figure shall not be added to the officer's base salary);
- b. Each officer earning less than \$12,000 shall have his/her salary adjusted by the amount determined by applying the percentage against his/her annual salary. (This figure shall be added to the base salary).

The effective date of receipt of the above cost of living increase as well as the amount of the increase for each probation officer with less than a full year's prior service shall be in accord with the approach provided to county employees generally.

Section 3

Effective January 1, 1978, each probation officer employed by the Probation department on or before September 30, 1977, shall receive an increment of \$500 added to the officer's base pay upon the recommendation of the Chief Probation officer.

In addition, a cost of living adjustment, based on the Consumer Price Index for the Philadelphia region shall be calculated for the 12 month period ending June 30, 1978. The percentage increase over the prior 12 month period shall be awarded to each probation officer in the manner described in Section 2 above.

Section 4

Effective January 1, 1979, the minimum salary for the Probation officer title shall be increased to \$10,000.

Section 5

Effective January 1, 1979, each probation officer employed by the probation department on or before September 30, 1978, shall receive an increment of \$500 added to the officer's base pay upon the recommendation of the Chief Probation Officer.

In addition, a cost of living adjustment based on the Consumer Price Index for the Philadelphia region shall be calculated for the 12 month period ending June 30, 1979. The percentage increase over the prior 12 month period shall be awarded to each probation officer in the manner described in Section 2 above.

Section 6

Any probation officer hired during the term covered by this agreement having prior job related experience, shall have this experience taken into consideration by the Judges when determining an appropriate salary.

Article IV - 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 at least the amount of the increment provided in Article III. Any Probation officer who is given an essential change of duties involving increased responsibilities and retain the same title shall upon the recommendation of the Chief Probation Officer receive the amount of one increment.

Promotion from Senior Probation Officer to Principal Probation II shall be administered as above.

Article V - Supper Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$4.25. Effective January 1, 1978, the supper allowance shall be increased to \$4.50. Effective January 1, 1979, the supper allowance shall be increased to \$4.75. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

Article VI - Longevity

Probation officers shall receive longevity payments as are granted to Burlington 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 - 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 Chief Probation officer and approved by the Judges shall be entitled to an award of five hundred dollars (\$500) in 1977, added to the officer's base pay after 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

Effective January 1, 1978, the amount of the cash educational award shall be raised to \$600.

Section 4

Officers enrolled at the time of the signing of this agreement in appropriate graduate degree programs will be eligible for the cash educational award upon attainment of the graduate degree.

Section 5

Any probation officer enrolling in a graduate degree program on or after September 1, 1977 shall notify the Chief Probation Officer, in writing, of the degree program being pursued and, if appropriate, secure advanced written approval of the course of study before being eligible for the cash award. Anyone enrolled prior to September 1, 1977 in a Master degree program, consistent with Section A-5 of the previous contract need not obtain approval to receive the cash award.

Article VIII - Vacation and Other Leave Credits

Section 1

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

Section 2

Probation officers shall receive 3 days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave as distinct from vacation credits must be used in the year in which it is granted or it will be forfeited. If during the period covered by this agreement, the County grants to its employees generally any increase in personal leave days such increase shall simultaneously be awarded to probation officers. Probation officers shall provide the Chief Probation Officer or his designated representative with at least one 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 Chief Probation Officer. Also, the awarding of personal leave days shall be pro-rated during the year, and may not be taken before they are earned.

Article IX - 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 any probation officer is required to work on a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

Effective January 1, 1978, probation officers shall also be entitled to the legal holiday of Martin Luther King's birthday.

Article X - 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 a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a dental 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 or drug plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Article XI - Meetings

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

Article XII - 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 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 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 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 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 XIII - 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 XIV - Conclusiveness of Agreement

This 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 XV - 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, 1979. 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, 1979.

In Witness of this agreement, the parties to it have affixed their signatures this 31st day of August 1977.

FOR THE JUDGES

Herman Belopolsky

Herman Belopolsky

Dominick J. Ferrelli

Dominick J. Ferrelli

Paul R. Kramer

Paul R. Kramer

Harold B. Wells, III

Harold B. Wells, III

FOR THE ASSOCIATION

William Luckenbill

William Luckenbill

Paula Giacomarra

Paula Giacomarra

Gregory McCloskey

Gregory McCloskey

David Young

David Young