

2-0319 received 8/24/81 from Robert McNamee, Chief Probation Officer  
Copy to management 8/24/81. 13-00

Monmouth County, Judges of the  
Superior Court  
and  
Monmouth County Probation Officers  
Association

\* \* \* \* \*

X 1981-82 MONMOUTH COUNTY PROBATION OFFICERS'  
COLLECTIVE AGREEMENT

\* \* \* \* \*

LIBRARY  
Institute of Management and  
Labor Relations  
OCT 6 1981  
RUTGERS UNIVERSITY

Article I - Agreement

This agreement is entered into this 1-1 day of 1981 by and between the Assignment Judge representing the Superior Court of Monmouth County, New Jersey and the Monmouth County Probation Officers' Association (hereinafter referred to as the "Association").

*Thurs 12/31/81*

Article II - Recognition

The Assignment Judge hereby recognizes the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Monmouth 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

Retroactive to January 1, 1981 each probation officer shall receive a percentage increase on the officer's December 31, 1980 base pay in accordance to the following schedule:

<u>Years of Continuous Service (as of December 31, 1980)</u>	<u>Salary Adjustment</u>
1 (1980 date of hire)	0%
2	1%
3-4	3%
5-6	4.5%
7+	1%

Section 2

Retroactive to January 1, 1981 probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$10,750	\$21,858
Senior Probation Officer	11,750	22,615

Section 3

Retroactive to January 1, 1981 each probation officer shall receive a salary increase of \$250. In addition each officer shall receive a salary adjustment of \$1,050.

Section 4

Effective January 1, 1982 probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,000	\$23,558
Senior Probation Officer	12,000	24,315

Section 5

Effective January 1, 1982 each probation officer shall receive a salary increase of \$250. In addition each officer shall receive a salary adjustment of \$1,450.

Article IV - Cash Educational Award

Section 1

Retroactive to January 1, 1981 each probation officer who obtains 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 Assignment Judge shall be entitled to an award of \$700 added to his/her salary upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree. Effective January 1, 1982 this award shall be raised to \$750.

Section 2

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

Section 3

Each probation officer completing one-half of the credits necessary to earn a Master's Degree will receive \$300. The fields of study and procedure shall conform to Sections 1 and 2 above. This award for achieved credits will be paid for a maximum period of three years from the date of initial payment.

Article V - Educational Leaves of Absence

Section 1

The Assignment Judge may grant a leave of absence without pay for permanent probation officers to attend graduate school on a full-time basis, so long as the leave of absence and the proposed educational program meets with the accord of the Chief Probation

Officer. The leave of absence shall not exceed six (6) months, which may be renewed for an additional period not to exceed six (6) months, based on the recommendation of the Chief Probation Officer and in accordance with the provisions of N.J.A.C. 4:1-17.2.

## Section 2

No more than one (1) officer for each fifteen (15) officers of the bargaining unit shall be on leave at any one time. In the event the number of applications for leave exceed the allowable numbers, the decision of the Chief Probation Officer as to who shall be allowed to take the leave of absence shall be final and binding upon all parties concerned and not subject to further appeal.

## Article VI - Tuition Reimbursement

### Section 1

The Chief Probation Officer may use budgeted tuition funds to provide probation officers with 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 Assignment Judge;
- 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) Application for reimbursement must be made to the Chief Probation Officer on or before October 1, 1981 for 1981 and October 1, 1982 for 1982, in order to be eligible for reimbursement;
- e) In order for courses to be eligible for reimbursement, they must be completed in the calendar year for which reimbursement is being requested; and,
- f) The decision of the Chief Probation Officer and the Assignment Judge 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.

### Section 4

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 5

It is understood that a receipt of approval for a course does not guarantee reimbursement of tuition for that course, and that reimbursement is limited to a funds available basis. It is further understood that tuition reimbursement shall be available only to probation officers who have attained permanent status of at least twelve (12) months at the time that application for approval of courses is made. It is further understood that, in the event that funds are not available for the reimbursement of all applicants such funds as are available will be divided equally among the applicants whose courses were approved by the Chief Probation Officer in accordance with this Article.

## Article VII - Conferences and Educational Programs

### Section 1

Upon approval of the Chief Probation Officer within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend approved meetings, seminars and conferences in correction, social work and related disciplines. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

### Section 2

The Chief Probation Officer shall, as he receives information, make employees aware of educational programs that are financed and initiated by Federal and State authorities and shall render assistance as is required to permit the employees to partake of the aforementioned programs.

## Article VIII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour shall receive a supper allowance in the sum

of \$5.50. Reimbursement shall be made after submission of a voucher and a receipt in accordance with the provisions of N.J.S.A. 2A:168-8. Effective January 1, 1982 the supper allowance shall be increased to \$6.00.

#### Article IX - On-Call Pay

Effective on the date of the signing of this Agreement each probation officer required to be on call (juvenile intake-beeper duty) for a full week in accordance with departmental regulations in effect shall receive \$100.00 upon submission of a voucher pursuant to the provisions of N.J.S.A. 2A:168-8. Prior to implementing a mandatory assignment plan the Chief Probation Officer shall meet with representatives of the Association to discuss the plan.

#### Article X - Promotional Increase

Retroactive to January 1, 1981 upon promotion from probation officer to senior probation officer, the employee's base salary shall be increased by 5½%.

#### Article XI - Vacation and Other Leave Credits

##### Section 1

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

##### Section 2

Probation officers who become ill while on vacation shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is properly notified of the occurrence of the illness and the desire of the employees to substitute such credits as described herein. Medical proof of the illness shall be required as a condition of making the substitution.

##### Section 3

Probation officers who exhaust their accrued sick leave during any prolonged illness may request and shall be permitted to convert and use accrued vacation credits (on a one-to-one basis) during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits and provided medical proof of the illness is supplied.

Article XII - 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
- 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.

Section 2

If any 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 (excluding beeper duty).

Article XIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Monmouth 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 XIV - Place of Residence

Section 1

The Assignment Judge agrees that any officer of the Monmouth County Probation Department, after having received permanent appointment, may be permitted to reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the Probation Department of Monmouth County. However, in the event such officer has been granted the use or control of a vehicle owned by the County, then such vehicle must not be taken out of the confines of Monmouth County, except on official business. In the event such officer does reside without the County, such vehicle will be returned to

the County garage or such other place as is designated by the Chief Probation Officer at the conclusion of each working day, or the time within which the same is being used or operated on Probation Department business. It is understood that cars shall not be used for any purpose except County business.

Section 2

If the Board of Freeholders revises its policy with respect to the car arrangements, the parties hereto agree to enter into negotiations for the purposes of discussing the impact of such a change. It is further understood that this is the only item which will be discussed in any such negotiations.

Article XV - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association stewards for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for the purpose of handling employees' grievance and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

Article XVI - Meetings

Representatives of the Association may meet with the Chief Probation Officer and the Assignment Judge or his designee 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 XVII - Evaluation Procedure

A committee of probation officers, senior probation officers and other members of the probation department shall be established to develop and recommend procedures concerning personnel evaluations to the Chief Probation Officer. Composition of the committee shall be agreed upon by both parties.



Article XVIII - Management's 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:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. 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. 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.

Section 3

The Assignment Judge and Management's use and enjoyment

of their powers, rights, authority, duties and responsibilities, the adoption of its 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 Assignment Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or of the United States.

### Article XIX - 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 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:

- 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 Superior Court Assignment Judge, in which case the decision of the Assignment Judge or his designee shall be final and shall be rendered with reasonable promptness. The Assignment Judge 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, and/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 subh agreement. (N.J.S.A. 34:13A-5.3)

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

#### Article XX - Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon written notification to the Chief Probation Officer. All documents contained in such files shall be sequentially numbered and, upon examination of said documents, each document shall be initialed by the employee concerned. The signature affixed by the employee to any document in such file shall not indicate in any way that the employee agreed with the contents of the file. The signature will be affixed only to show the file has been reviewed, in accordance with the present Agreement. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. A copy of any document subsequently placed in the personnel file shall be given to the affected employee.

#### Article XXI - 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 XXII - 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 XXIII - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1981 and shall remain in full force and effect until December 31, 1982. 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, 1982.

ASSIGNMENT JUDGE:

FOR THE ASSOCIATION:

*Thomas F. Shebell, Jr.*  
Thomas F. Shebell, Jr.

*Signed: 8-27-81*

*Paul M. Sussias*

*Lawrence A. Vola*

*Elaine Post*

*Charles Beshard*

*Richard Muraaga*

NAME	STARTED	1980 SALARY	o/o	ADJUSTMENT	ADJ. SALARY	1981 RAISE	1981 SALARY	1982 RAISE	1982 SALARY
DNIK	10-76	12600	4.5	630	13230	1300	14530	1700	16230
WISON	3-75	13389	4.5	603	13992	1300	15292	1700	16992
RIELLO	10-71	18234	1	182	18416	1300	19716	1700	21416
ASE	11-72	16808	1	168	16976	1300	18276	1700	19976
PKINS	12-69	19197	1	191	19388	1300	20688	1700	22388
DOFF	2-75	13389	4.5	603	13992	1300	15292	1700	16992
ST	7-72	16808	1	168	16976	1300	18276	1700	19976
DEN, M.	3-78	13037	3	391	13428	1300	14728	1700	16428
STRICK	2-75	13389	4.5	603	13992	1300	15292	1700	16992
SKO	8-79	11288	1	113	11401	1300	12701	1700	14401
BELL	7-81						10750	1700	12450
IREND	3-78	11771	3	353	12124	1300	13424	1700	15124
ANK	2-79	11771	1	118	11889	1300	13189	1700	14889
ZZA	5-79	11288	1	113	11401	1300	12701	1700	14401
HILL	11-79	11771	1	118	11889	1300	13189	1700	14889
SSLAR	3-78	11771	3	353	12124	1300	13424	1700	15124
RISTIE	5-79	11288	1	113	11401	1300	12701	1700	14401
PPEN	10-78	11771	3	353	12124	1300	13424	1700	15124
DSS	9-80	10500	0		10500	1300	11800	1700	13500
AN	2-75	12752	4.5	574	13326	1300	14626	1700	16326
WN	9-75	12752	4.5	574	13326	1300	14626	1700	16326
EHAN	5-78	11771	3	353	12124	1300	13424	1700	15124
AY	3-77	12000	3	360	12360	1300	13660	1700	15360
AZIANO	10-80	11163	0		11163	1300	12463	1700	14163
INKEVICH	2-77	12000	3	360	12360	1300	13660	1700	15360
RARY	9-75	13451	4.5	605	14056	1300	15456	1700	17206

NAME	STARTED	1980 SALARY	o/o	ADJUSTMENT	ADJ. SALARY	1981 RAISE	1981 SALARY	1982 RAISE	1982 SALARY
W NESSEY	4-81						10750	1700	12450
RTMAN	10-79	11288	1	113	11401	1300	12701	1700	14401
ALY	11-79	12000	1	120	12120	1300	13420	1700	15120
PESTA	8-79	11288	1	113	11401	1300	12701	1700	14401
LY	5-79	11288	1	113	11401	1300	12701	1700	14401
NEKE	6-81						10750	1700	12450
RECQUE	10-71	18169	1	182	18351	1300	19651	1700	21351
	5-79	11288	1	113	11401	1300	12701	1700	14401
INGTON	2-78	11771	3	353	12124	1300	13424	1700	15124
TON	5-71	17366	1	174	17540	1300	18840	1700	20540
D	9-80	10500	0		10500	1300	11800	1700	13500
DONALD	8-80	10500	0		10500	1300	11800	1700	13500
ZO	11-79	12000	1	120	12120	1300	13420	1700	15120
SON	7-77	12000	3	360	12360	1300	13660	1700	15360
CORMICK	5-76	12000	4.5	540	12540	1300	13840	1700	15540
CUE	6-81						10750	1700	12450
DEVITT	3-77	12000	3	360	12360	1300	13660	1700	15360
ONE	11-79	11771	1	118	11889	1300	13189	1700	14889
TON	6-80	10500	0		10500	1300	11800	1700	13500
IVAGGI	12-79	11288	1	113	11401	1300	12701	1700	14401
ME	3-81						10750	1700	12450
REY	9-66	20354	1	204	20558	1300	21858	1700	23558
AN	12-79	11288	1	113	11401	1300	12761	1700	14401
R	12-79	11288	1	113	11401	1300	12701	1700	14401
ENBAUER	12-79	11288	1	113	11401	1300	12701	1700	14401
EN	3-78	11771	3	353	12114	1300	13424	1700	15124

NAME	STARTED	1980 SALARY	ADJUSTMENT		ADJ. SALARY	1981 RAISE	1981 SALARY	1982 RAISE	1982 SALARY
			o/o						
SSIAS, M.	12-79	11288	1	113	11401	1300	12701	1700	14401
SSIAS, P.	12-76	12000	4.5	540	12540	1300	13840	1700	15540
LER	2-78	11771	3	353	12124	1300	13424	1700	15124
RENTINO	2-77	12000	3	360	12360	1300	13660	1700	15360
RENTINO	9-78	11771	3	353	12124	1300	13424	1700	15124
CO	7-79	11288	1	113	11401	1300	12701	1700	14401
CY	7-81						10750	1700	12450
TI	5-76	12648	4.5	569	13217	1300	14517	1700	16217
A	10-76	12000	4.5	540	12540	1300	13840	1700	15540
NHEIMER	5-79	11288	1	113	11401	1300	12701	1700	14401

\*ANSELL -HENNESSEY - KOENEKE - MC CUE - TRACY

These probation officers were hired in 1981 at \$10,500, therefore with the signing of the contract would be entitled to 1981 increase of \$250.00 back to date of hiring.

\*\* CROSS

Cross was discharged May 29, 1981, so any adjustment would be from January 1, 1981 till May 29, 1981.

\*\*\* WILLIAM SORRENTINO resigned.