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1976-1977 CUMBERLAND COUNTY PROBATION CONTRACT

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1976-1977 Cumberland County Probation Contract 1

Article I - Agreement

This agreement entered into this 7th day of June, 1976 by and between the Judges of the County Court of Cumberland County, N. J. (hereinafter referred to as the Judges) and the Cumberland County Probation Officers' Association (hereinafter referred to as "Association".)

Article II - Recognition

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, Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Cumberland 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, 1976 probation officers salary grades will be established as follows (see Appendix A):

<u>Title</u>	<u>Grade</u>
Probation Officer	9
Senior Probation Officer	10
Principal Probation Officer II	12
Principal Probation Officer I	13

Section 2

Retroactive to January 1, 1976, an additional step will be added to all probation officer salary grades as shown in Appendix A.

Section 3

a) Retroactive to January 1, 1976, Probation Officers with 6 months or more experience and Senior Probation Officers shall receive a salary adjustment equal to an

increment plus a 1% cost-of-living increase based on their 1975 salaries.

b) Probation Officers with less than 6 months experience as of January 1, 1977 will be entitled to a salary adjustment equal to 1% of their 1976 salaries.

Section 4

Retroactive to January 1, 1976, Principal Probation Officers II & I shall be placed in salary grades 12 and 13 respectively, on step in the amount equal to or immediately above their former salaries and shall receive a salary adjustment equal to one increment in their new grade plus a 1% cost-of-living increase based on their 1975 salaries.

Section 5

Effective January 1, 1977 all probation officers shall receive a salary adjustment equal to an increment plus 1/3 the increase in the Consumer Price Index for the Philadelphia area for the 1976 year over the 1975 year. The percentage difference shall be applied to the individual salaries of the probation officers and incorporated in their base pay. For example, if the Consumer Price Index for the Philadelphia area increases 6% in 1976 over 1975, each probation officer shall receive an increase equal to 2% of his/her December 31, 1976 salary. This salary adjustment shall be provided to the probation officers in equal semi-monthly payments in the same manner as their salary commencing with the first pay period after January 1, 1977 (or made retroactive to that date).

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 prevailing county mileage rate. Probation officers authorized to use their private vehicles shall keep monthly records 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.

Article V - Vacation and Other Leave Credits

Section 1

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

Article VI - 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
- December 25th Christmas Day
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.

Article VII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cumberland County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a longevity 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.

Articel VIII - 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 Judges of the County 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 ro the signing of this agreement. Among the rights which Management retains, but not limited to, 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. 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 Judges and Management's use and enjoyment of its 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 Judges and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or of the United States.

Article IX - 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 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, 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 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 work day.

Article X - 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 XI - 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 the mutual consent and upon the happening of some unforeseen event.

Article XII - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1977. By mutual concurrence of the parties, they may be continued for an additional time period.

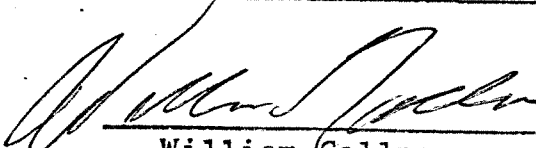
Section 2

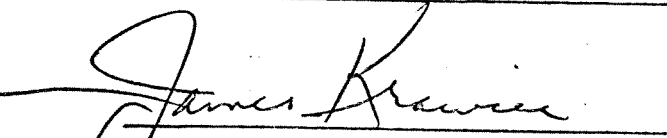
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1977.


In witness of this agreement, the parties
to it have affixed their signature this 7th day of
June, 1976.

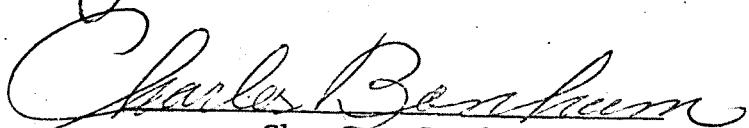
FOR THE JUDGES


FOR THE ASSOCIATION



William Gallner


James Krawiec


Edward S. Miller


Charles Bonham


Paul R. Porreca


Frank J. Testa

APPENDIX A

Cumberland County Probation Salary Chart

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$ 5,369	\$ 5,296	\$ 6,033	\$ 6,395	\$ 6,799	\$ 7,186	\$ 7,617	\$ 8,074	
2	5,750	6,095	6,461	6,848	7,259	7,695	8,157	8,647	
3	6,156	6,525	6,917	7,332	7,771	8,238	8,732	9,257	
4	6,587	6,982	7,401	7,845	8,315	8,814	9,342	9,903	
5	7,044	7,466	7,914	8,390	8,893	9,427	9,993	10,593	
6	7,533	7,985	8,464	8,972	9,510	10,081	10,686	11,327	
7	8,061	8,545	9,058	9,601	10,178	10,789	11,436	12,123	
8	8,628	9,146	9,695	10,277	10,894	11,547	12,240	12,974	
9	9,232	9,786	10,373	10,996	11,656	12,355	13,097	13,882	14,715
10	9,877	10,469	11,098	11,764	12,470	13,218	14,012	14,852	15,743
11	10,573	11,208	11,880	12,593	13,349	14,149	14,998	15,898	16,832
12	11,313	11,991	12,710	13,473	14,282	15,139	16,048	17,011	18,032
13	12,105	12,832	13,602	14,418	15,283	16,200	17,172	18,202	19,294
14	12,955	13,732	14,556	15,430	16,356	17,337	18,377	19,480	20,649
15	13,863	14,694	15,575	16,510	17,500	18,550	19,663	20,843	22,093
16	14,835	15,725	16,669	17,669	18,729	19,853	21,045	22,307	
17	15,877	16,830	17,840	18,910	20,044	21,247	22,522	23,873	