

Salem County, Judges of the Quack
 and
Salem County Probation Officers

1986-88 Salem County Probation Officers' Collective Agreement

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1986-88 SALEM COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement was entered into this 21 day of April, 1986 by and between the Assignment Judge for the Superior Court Judges 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 Judges hereby recognize the Association as the sole and exclusive representative of the 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.

ARTICLE III - Salaries

Section 1

Effective July 1, 1986, and retroactive to that date, salary ranges for probation officers shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$16,000	\$17,300
Maximum	23,160	28,177

Section 2

Effective July 1, 1987, salary ranges for probation officers shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$17,000	\$18,350
Maximum	24,874	30,262

Section 3

Effective July 1, 1986, and retroactive to that date, each probation officer shall receive an increase in his/her June 30, 1986 base salary as set forth in Appendix "A" attached hereto.

Section 4

Effective July 1, 1987, each probation officer shall receive an increase in his/her June 30, 1987 base salary as set forth in Appendix "B" attached hereto.

ARTICLE IV - Promotional Award

Effective July 1, 1986, and retroactive to that date, each probation officer, upon receiving a promotion to senior probation officer, shall receive a salary increase of \$1,000 or five percent (5%) of his/her base salary, whichever is greater.

ARTICLE V - Automobiles

Section 1

Effective the first full month following the signing of this Agreement, 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 \$.21 per mile. As authorized by N.J.S.A. 2A:168-8, 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

In the event that gasoline prices increase substantially during the term of this Agreement, the amount of reimbursement in Section 1 of this Article may be subject to renegotiation.

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 VI - 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. 2A168-8.

ARTICLE VII - Additional 24 Hour Duty Pay

Effective the first full pay period following the date this Agreement is signed, probation officers required by the Chief Probation Officer to perform "24 hour program duty" shall be subject to the policy of the Assignment Judge for receipt of special compensation for such duty until such policy is modified or expires.

ARTICLE VIII - 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 or specifically any increase in longevity payments, such increase shall simultaneously be awarded to probation officers.

ARTICLE IX - Educational Award

Section 1

Effective July 1, 1986, and retroactive to that date, probation officers who have or 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 Assignment Judge or his designee shall be entitled to an annual cash award of \$700. The total amount of the award shall be paid once each year of the agreement and shall not be considered part of an officer's base salary.

Section 2

The decision of the Chief Probation Officer and the Assignment Judge, or his designee, as to the field of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE X - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary.

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 XI - Vacation and Sick Credits

Section 1

Pursuant to R. 130-5(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
- c. Administrative Leave, as set forth in Section 3 of this Article.

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 administrative leave that must be used during the year they are granted and may not be carried over into the next year.

ARTICLE XII - 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 existing Health Insurance Program shall remain in effect for the life of this Agreement.

Effective January 1, 1985, the County shall provide a payment of eighty dollars (\$80.00) per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on a white voucher for reimbursement up to a maximum of eighty dollars (\$80.00).

Effective January 1, 1986, the County will provide an additional payment of forty dollars (\$40.00) toward the prescription reimbursement program. The maximum cost to the County from January 1, 1986 to December 31, 1986 shall be a net payment of one hundred and twenty dollars (\$120.00) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the County with a white voucher.

This program shall continue for the remainder of this Agreement with no further increase in reimbursement by the County. All full time personnel covered by this Agreement are entitled to this benefit.

If during the term of this Agreement, Salem County grants to all county employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this Agreement, then such benefit(s) shall simultaneously be awarded to probation officers. If during the term of this Agreement, Salem County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation of this Agreement, the Assignment Judge shall re-open this article for further negotiation.

ARTICLE XIII - Liability

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
2. The employee was acting in the discharge of duty imposed or authorized by law, provided
3. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee.

ARTICLE XIV - 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 Superior Court and Management reserve and retain unto themselves all other 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 Judges' 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 the agreement shall operate to restrict the Judges and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE XV - Grievance Procedure

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 within twenty-one (21) days from the date the grievant or the Association could reasonably have known that an alleged violation occurred. The supervisor 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. Grievances not resolved at this step shall be put in writing, signed by the officer and submitted to the next step within fifteen (15) days of receipt of the decision at this step or the grievance shall be considered abandoned.

Step 2

The Chief Probation Officer shall acknowledge receipt of the grievance 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 appeal to the Assignment Judge, or his designee, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The 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 R. 1:33-4, R. 1:34-4 and any other applicable Statute or Court Rules shall be limited to Step 3. 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.

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

ARTICLE XVI - Severability

In the event any federal or State Law, or any determination having the force and effect of law (including rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

ARTICLE XVII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

ARTICLE XVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all negotiating 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 XIX - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to July 1, 1986 and shall remain in full force and effect until June 30, 1988. 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 June 30, 1988.

In witness of this Agreement, the parties to it have affixed their signatures this 21 day of April, 1987

For The Judge

For The Association

James G. Desimone A.J.S.C.

Matt Miller
D. B. Todd

APPENDIX A

	<u>June 30, 1986</u> <u>Base Salary</u>	<u>Negotiated</u> <u>Wage Increase</u>	<u>Judicial</u> <u>Adjustment</u>	<u>July 1, 1986</u> <u>Salary</u>
Probation Officers	\$15,000 15,329	\$500 471	\$500 500	\$16,000 16,300
Senior Probation Officer	\$16,500 16,831 17,763 17,767 19,533 20,419 25,150	\$ 800 844 1,033 1,029 1,267 1,381 850	\$500 500 500 500 500 500 500	\$17,300 17,800 18,175 19,300 19,300 21,300 22,300 26,500

APPENDIX B

	<u>June 30, 1987</u> <u>Base Salary</u>	<u>Negotiated</u> <u>Wage Increase</u>	<u>Judicial</u> <u>Adjustment</u>	<u>July 1, 1987</u> <u>Salary</u>
Probation Officers	\$16,000 16,300	\$500 550	\$500 500	\$17,000 17,350
Senior Probation Officer	\$17,300 17,800 18,175 19,300 21,300 22,300 26,500	\$ 800 800 1,025 1,300 1,300 1,300 1,300	\$500 500 500 500 500 500 500	\$18,350 18,600 19,100 19,700 21,100 23,100 24,100 28,300

✓ (all Freeholders
(27) ✓ De Simone

SUPERIOR COURT OF NEW JERSEY
COUNTY OF SALEM

IN THE MATTER OF THE COLLECTIVE :
BARGAINING AGREEMENT BETWEEN THE :
SALEM COUNTY PROBATION OFFICERS' :
ASSOCIATION AND THE ASSIGNMENT :
JUDGE OF SALEM COUNTY :

ORDER

RECEIVED

APR 22 1987

OFFICE OF THE
CLERK OF THE BOARD

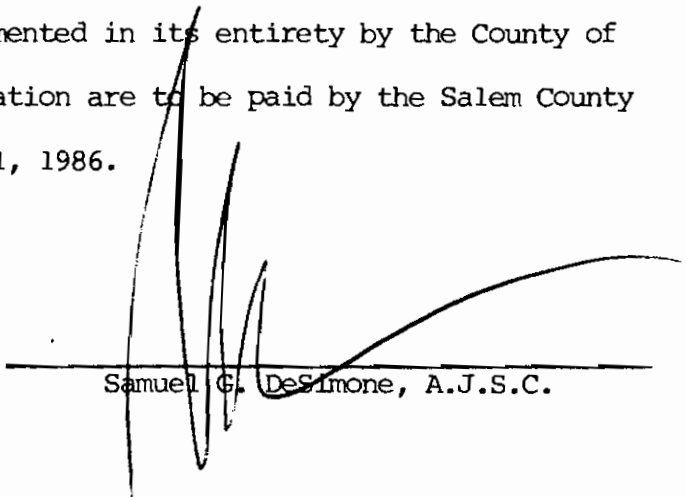
Collective bargaining having begun on May 2, 1986 between the Salem County Probation Officers' Association and the negotiator for the Assignment Judge of Salem County, and

An Agreement having been reached and reduced to writing, and

Notice having been given to the County of Salem on January 5, 1987, of the Assignment Judge's intent to sign the Agreement unless the County wished to be heard pursuant to the provisions of N.J.S.A. 2A:168-8, and

The undersigned being satisfied, after receiving County's objections, that the negotiated Agreement is fair, equitable, and necessary for the effective and efficient operation of the probation department for the reasons set forth and attached hereto,

It is hereby ORDERED on this 21 day of April, 1987, that the negotiated Agreement between the Salem County Probation Officers' Association and the Assignment Judge of Salem County be implemented in its entirety by the County of Salem and that salaries and other compensation are to be paid by the Salem County Board of Freeholders retroactive to July 1, 1986.



Samuel G. DeSimone, A.J.S.C.