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CIRCULATE

1/1/77-12/31/78

1977-78 GLOUCESTER COUNTY PROBATION OFFICERS' CONTRACT

ARTICLE I - AGREEMENT

This AGREEMENT is entered into this 11 day of January 1978, by and between the Judges of the County Court of Gloucester County, New Jersey (hereinafter referred to as the "Judges") and the Gloucester County Probation Officers' Association (hereinafter referred to as "Association").

ARTICLE II - RECOGNITION

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of only the Senior Probation Officers and Probation Officers of the Gloucester 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 the N.J.S.A. 2A:168-1 et. seq.

ARTICLE III - SALARIES

Section 1. Effective January 1, 1977, salary ranges and increments for Probation Officers shall be as follows:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>
Principal Probation Officer II	\$14,127	\$21,325	\$ 700.
Senior Probation Officer	11,623	19,127	600.
Probation Officer	10,040	15,506	500

Section 2. Effective January 1, 1977 (and retroactive to that date), each Probation Officer shall receive an appropriate salary increment (that has already been awarded) and shall receive a further salary adjustment equal to SIX PERCENT (6%). Therefore,

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the 1977 salary shall be computed by adding the Officer's salary as of December 31, 1976 to the amount of the appropriate increment and then multiplying by the SIX PERCENT (6%) factor.

Section 3. Effective January 1, 1978, salary ranges and increments for Probation Officers shall be as follows:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>
Principal Probation Officer II	\$14,833	\$23,458	\$700.
Senior Probation Officer	12,204	21,040	600
Probation Officer	10,543	17,057	500

Section 4. Effective January 1, 1978 each Probation Officer shall receive a TEN PERCENT(10%) increase over his/her base salary in existence on December 31, 1977.

Section 5. Notwithstanding the method of salary adjustment for the year 1978, in the event that as of January 1, 1979, a contract between the parties shall not have been negotiated for that year, then each employee shall receive a salary increase equal to that listed for salary increments in Article III, Section 1, provided that this salary increase, if paid, shall be deducted to the extent of such payment from the overall salary increase negotiated for each employee.

i.e. - if an employee hereafter is given a \$1,000.00 increase, but paid during 1979 the sum of \$200.00 as part of the agreed increase prior to the execution of contract, then the net additional payment to employee shall be \$800.00.

Section 6. Any Probation Officer that holds a provisional appointment and has less than six months service in the probation department as of December 31, 1977 shall receive only the amount of the new minimum salary. Any Probation Officer hired from a Civil Service list and not having served for three months and having be-

come permanent before December 31, 1977 shall receive only the amount of the new minimum salary.

Section 7. In the event that any employee shall, during the course of any given year, be promoted to a "higher classification", his or her salary shall be adjusted to that step in the higher salary range above the present salary being received. Promotions during any given year, requiring a salary adjustment shall be increased for the balance of the year beginning on date of his or her higher classification. If for any reason this procedure differs from that agreed upon by the County for their employees and their remuneration would be higher, then Probation Officers will be so paid.

ARTICLE IV - AUTOMOBILES

Section 1. As authorized by N.J.S.A. 2A:168-8, the Judges will request the County to make available two(2) automobiles in 1978 for use of the Probation Department. These automobiles shall be used by the officers in the performance of their duties. In case these automobiles are not adequate to serve the needs of the Courts, Probation Officers who are required to use their private vehicles on Probation Department business shall be reimbursed at the rate of seventeen cents(\$.17)per mile for 1977. Probation Officers who 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. Effective January 1, 1978 the reimburse-mileage rate shall be increased by TWO CENTS(\$.02)to NINETEEN CENTS(\$.19)

per mile.

Section 3. Probation Officers who use their 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 and NO CENTS(\$100,000.00) for each person, and THREE HUNDRED THOUSAND DOLLARS and NO CENTS(\$300,000.00) for each occurrence, and Property Damage in the amount of TWENTY-FIVE THOUSAND DOLLARS and NO CENTS(\$25,000.00) for each occurrence. Possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer. Probation Officers shall be reimbursed for the difference in cost between the insurance premiums for personal use and business use of the automobile.

ARTICLE V - EDUCATIONAL AWARDS

Section 1. On July 1 of each year a lump sum payment of FOUR HUNDRED TWENTY-FIVE DOLLARS and NO CENTS(\$425.00) shall be paid to each officer who has his or her Master's or Doctorate 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. Officers who were covered by the 1976 Labor Agreement and are participating in an educational program in academic year 1977-78, which is not recognized by the degree requirements of this Section shall be permitted to qualify for the cash stipend upon receipt of the degree if they have achieved 12 or more credits

as of December 31, 1977. All new officers hired after the contract, if effective, or who have accumulated less than 12 credits, must qualify by meeting the aforesaid degree requirements.

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 award for attainment of a Master's Degree or Doctorate Degree according to the provisions in Sections 1 and 2 above shall be increased to FOUR HUNDRED FIFTY DOLLARS and NO CENTS(\$450.00).

ARTICLE VI - TUITION REIMBURSEMENT

Probation Officers may request to receive tuition reimbursement for courses taken at the graduate level in accordance with the requirements established by the Gloucester County Administrator under the existing County program.

ARTICLE VII - SUPPER ALLOWANCE

Probation Officers who are required to remain on duty through the supper hour(6:00 p.m.), shall receive a supper allowance of FOUR DOLLARS AND FIFTY CENTS(\$4.50). 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.

ARTICLE VIII - DAMAGED CLOTHING

A Probation Officer shall be entitled to reimbursement for clothing damaged while in the course of duty.

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
January 16th	Martin Luther King Day
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Armistice or Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25th	Christmas Day
Good Friday	
General Election Day	

They shall also receive such other holidays as any other County employee, when approved by the Judiciary.

Section 2. If any Probation Officer is required to work a legal holiday, or other day off approved by the Judiciary, the Officer shall be granted an equivalent amount of time off.

ARTICLE X - VACATION AND OTHER LEAVE CREDITS

Section 1. Pursuant to R. 1:30-5(b), Probation Officers of the Gloucester County Probation Department shall receive the same vacation and sick leave credits as are provided generally to other employees of the County. If during the term of this agreement the County grants to its employees any additional vacation or sick leave credits, such credits shall simultaneously be awarded to the Probation Officers.

Section 2. Probation Officers shall receive the benefit of any County established plan for payment for unused sick leave upon retirement.

ARTICLE XI - HEALTH AND WELFARE BENEFITS

Probation Officers shall continue to be provided with all health and welfare benefits presently granted to Gloucester County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan and a non-contributory 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 XII - EMPLOYEES RIGHTS

When the Chief Probation Officer and the County Court Judges decide that a promotion is required for proper administration and operation of the Probation Department, notwithstanding the existence of other departmental conditions and circumstances, such promotion shall be made consistent with all applicable Civil Service Rules and Regulations.

ARTICLE XIII - 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 aforementioned 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/she may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following three(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/she 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 other than the Chief and Assistant Chief Probation Officer, or other representative who is not an employee of the Courts, to hear and make recommendations to them for disposition; or

(c) He/she 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;
2. As permitted by P.E.R.C. Rule 19:12-5.4, the cost of arbitration shall be borne equally by both parties, with the understanding that only grievances of a serious and substantive nature shall be made subject to arbitration.

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 this provision of the 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 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 XIV - LIABILITY INSURANCE

The parties recognize the need for clarification concerning the issue of liability coverage of Probation Officers in the performance of their duties. To secure additional information, the parties hereby agree to study the issue and report on it with recommendations during the period of this Agreement.

ARTICLE XV - SAVINGS CLAUSE

Should any article, section or provision of this agreements 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 XVI - 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 XVII - DURATION OF CONTRACT

The provisions of this Agreement shall be retroactive to January 1, 1977, and shall remain in full force and effect until December 31, 1978.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures this 11 day of January 1975.

FOR THE JUDGES

[Handwritten signature]
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FOR THE ASSOCIATION

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TRUE COPY

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1/12/78