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STORAGE

Atlantic

Atlantic County Judges of
the Court

and
Atlantic County Probation Officers

* * * * *

1985-1984 ATLANTIC COUNTY PROBATION COLLECTIVE AGREEMENT

* * * * *

X Jan. 1, 1983 - Dec. 31, 1984

Article I - Agreement

This Agreement entered into this _____ day of _____ by and between the Assignment Judge for the Superior Court Judges of Atlantic County, New Jersey, (hereinafter referred to as the Judge) and the Atlantic County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Atlantic 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 January 1, 1983, and retroactive to that date, the salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$13,100	\$27,376
Senior Probation Officer	\$14,000	\$29,121

Section 2

a. Effective January 1, 1983, and retroactive to that date, all probation officers on the department payroll prior to that date (and still on payroll as of the date this agreement is duly signed and executed) shall receive a salary adjustment of 8½% added to their base salary in existence on December 31, 1982.

b. Effective January 1, 1983, and retroactive to that date, all probation officers on the department payroll prior to that date, and who have not reached the maximum salary established for the appropriate title listed in Section 1 of this Article, shall receive a special salary adjustment of \$150 added to their base salary following the initial 8½% adjustment set forth in Section 2a. of this Article.

c. If an officer reaches his/her maximum salary as a result of the awarding of the special salary adjustment listed in Section 2b. of this Article, such officer's salary shall not exceed the maximum but shall be paid a portion of the adjustment up to the maximum salary for the appropriate title. In no event shall an officer's base salary exceed the maximum established for the appropriate titles as set forth in Section 1 of this Article.

Section 3

Effective January 1, 1984, the salary ranges for probation officers shall be established as follow:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$13,500	\$29,703
Senior Probation Officer	\$14,500	\$31,596

Section 4

a. Effective January 1, 1984, all probation officers on the department payroll prior to that date shall receive a salary adjustment of 8½% added to their base salary in existence on December 31, 1983.

b. Effective January 1, 1984, all probation officers on the department payroll prior to that date, and who have not reached the maximum salary established for the appropriate title listed in Section 3 of this Article, shall receive a special salary adjustment of \$150 added to their base salary following the initial 8½% of adjustment set forth in Section 4a. of this Article.

c. If an officer reaches his/her maximum salary as a result of the awarding of the special salary adjustment listed in Section 4b. of this Article, such officer's salary shall not exceed the maximum but shall be paid a portion of the adjustment up to the maximum salary for the appropriate title. In no event shall an officer's base salary exceed the maximum established for the appropriate titles as set forth in Section 3 of this Article.

Section 5

Provisional probation officers hired prior to January 1, 1982, who have not achieved permanent status and who have maintained continuous full time employment with the department, shall receive a salary commensurate with service in the department upon achieving permanent status, e.g., if permanent status is achieved after two (2) years service, the salary shall be fixed at the level of a permanent probation officer with two (2) years service.

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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/her 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.

Section 2

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. Possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer.

Article V - Parking

The county shall provide at its expense, parking facilities for vehicles of the probation officers while all of said officers are on duty in the probation office.

Article VI - 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 \$6.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VII - Longevity

Section 1

Commencing with the fifth anniversary date of employment in the Atlantic County Probation Department and on each anniversary date thereafter, probation officers shall be entitled to and shall receive a longevity increment (which is not incorporated in the probation officers' base pay). This increment shall be a percentage of their salary as of their anniversary date in accordance with the following table:

<u>Anniversary</u>	<u>Percentage</u>
5th - - 9th --	2
10th - 14th	4
15th - 19th	6
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The longevity increments so fixed shall be paid in equal semi-monthly payments in the same manner as the salaries of the

probation officers, beginning with the first pay period after the anniversary date. The amounts to be paid will be recomputed (based on the above percentage) annually, on the anniversary date of each probation officer entitled to the increment.

Article VIII - Promotions

Each probation officer receiving a promotion to a higher position shall receive a salary adjustment of 7% of his/her base pay.

Article IX - Cash Educational Awards

Section 1

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 Judge shall be entitled to an annual award of \$250 for the year of 1983. This annual award shall be increased to \$275 for the year of 1984. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

Section 2

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

Article X - Bilingual Duty Award

Bilingual probation officers who perform interpreter or translation services for the Judiciary, determined by the Chief to be unrelated or in excess of Civil Service job specifications and duty requirements for such position, may be eligible to receive an annual stipend up to, but no greater than, half ($\frac{1}{2}$) of the cash educational award listed in Article IX of this Agreement. Eligibility shall be determined by the Chief Probation Officer who will record and certify the number of hours each officer has accumulated performing such unrelated or additional bilingual duty. At the end of each year, the Chief shall submit a report to the Assignment Judge who shall determine the amount of the annual award. The decision of the Assignment Judge shall be final and not subject to appeal through the grievance procedure.

Article XI - Tuition Reimbursement

Probation officers shall be eligible to participate in

the county administered tuition reimbursement program, under the same guidelines as those established for county employees covered by the management benefit package.

Probation officers shall be eligible for the county's undergraduate tuition reimbursement program provided the courses in the undergraduate program are a bona fide prerequisite of an approved field of study outlined in Article IX, Section 1, of this Agreement. To obtain reimbursement, probation officers shall be required to provide verification of prerequisite status from the attending institution as well as secure prior approval of the Assignment Judge and the Chief Probation Officer.

Article XII - Vacation and Other Leave Credits

Section 1

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

<u>Length of Service</u>	<u>Number of Days</u>
1st Year	1 per full month employed
2nd - 5th Year	12 annually
6th - 10th Year	15 annually
11th - 15th Year	18 annually
16th - 20th Year	21 annually

For each additional five (5) years service, three (3) extra days annually shall be received.

Section 2

Probation officers shall be permitted to carry over the vacation credits earned during a given calendar year into the following year. If the vacation credits so carried over are not used during the second year, they will be forfeited.

Section 3

During each year of this Agreement, probation officers shall be granted three (3) days personal leave, as needed, for conducting personal business.

This leave shall be non-cumulative and shall be requested in accordance with departmental policy.

Article XIII - 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 Veteran's Day
4th Thursday in November	Thanksgiving Day
December 25th	Christmas Day
Good Friday and General Election Day	

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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.

Article XIV - Health and Welfare Benefits

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Probation officers of Atlantic County shall continue to be provided with health and welfare benefits granted to Atlantic County employees generally. Benefits the county currently provides include a non-contributory major medical insurance plan, a dental plan and a prescription drug plan requiring a \$1.00 employee copayment.

Effective upon the signing of this Agreement, probation officers shall be provided with an optical plan that the county provides for its employees generally.

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Probation officers shall be entitled to receive upon retirement a lump sum cash payment for unused sick leave based upon the policies of Atlantic County. In addition, upon retirement probation officers shall be entitled to the same health and welfare benefits as are provided to Atlantic County employees.

Section 3

Effective January 1, 1984, probation officers will become eligible to participate in the County Disability Pool described

in attached Schedule A. Probation officers who elect to partake in this benefit shall be subject to all prerequisite conditions outlined in the plan in order to be eligible for participation.

Article XV - Liability Indemnification

The county will defend and indemnify all members of the Probation Officers' Negotiating Unit for civil claims arising from their employment, including professional liability claims, to the extent permitted by law. Members of the Probation Officers' Negotiating Unit agree to cooperate in the defense of any such claims. It is recognized that the county currently carries liability coverage of \$5,000,000.

Article XVI - 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 Assignment Judge and Management hereby reserve and retain unto themselves all the power, 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 of the probation department;
2. To direct its working forces 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 departments. 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 insofar as possible following the presentation of a letter of intent from the Chief Probation Officer to one of the Association stewards or Association officers.

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 this 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 of the United States.

Article XVII - 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 effecting them, if not otherwise provided for in law or in applicable rules and regulations have 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 working days thereafter. In 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, the officer may appeal to the Assignment Judge, 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 him for disposition.

In using the grievance procedure established herein 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 procedure 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 work day.

Article XVIII - Federal and State Laws - 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 the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the 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 thirty (30) day to renegotiate the itme so severed.

Article XIX - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargaining 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 XX - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1984. By mutual concurrence of the parties, they may be continued for an additional time period.

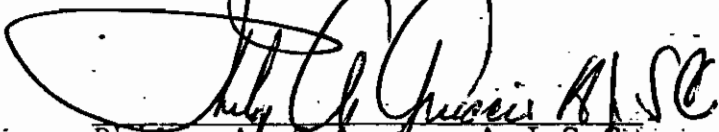
Section 2

A written notice to the Assignment Judge from the Association to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1984.

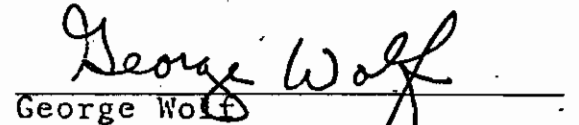
In witness of this Agreement the parties to it have affixed their signature this _____ day of _____, 1983.

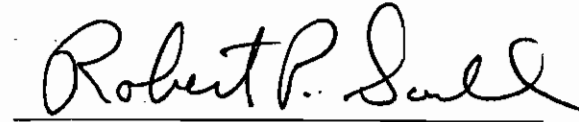
FOR THE JUDGES

FOR THE ASSOCIATION


Philip A. Gracco, A.J.S.C.
15 September 1983


James Salvaryn


George Wolf


Robert Scull

Schedule A

DISABILITY POOL

Effective January 1, 1984, the Probation Officers' Negotiating Unit members will become eligible for participation in the County Disability Pool. This pool has as its purpose the granting of wage continuation to employees who because of non-job related illness have exhausted all accrued sick and vacation time.

Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time, a member may utilize the pool for wage continuation to a maximum of one-hundred twenty (120) days.

The Disability Pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half ($\frac{1}{2}$) of the member's sick and annual sick leave time, each subsequent calendar year until all time has been repaid.

* * * * *

1983-1984 ATLANTIC COUNTY PROBATION COLLECTIVE AGREEMENT

* * * * *

Article I - Agreement

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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 working days thereafter. In 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, the officer may appeal to the Assignment Judge, 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 him for disposition.

In using the grievance procedure established herein 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 procedure 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 work day.

Article XVIII - Federal and State Laws - 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 the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the 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 thirty (30) day to renegotiate the itme so severed.

Article XIX - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargaining 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 XX - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1984. By mutual concurrence of the parties, they may be continued for an additional time period.

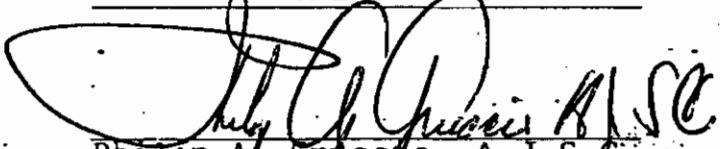
Section 2

A written notice to the Assignment Judge from the Association to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1984.

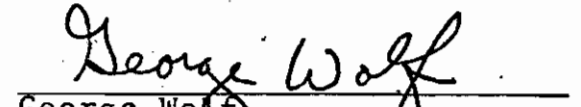
In witness of this Agreement the parties to it have affixed their signature this _____ day of _____, 1983.


FOR THE JUDGES

FOR THE ASSOCIATION


Philip A. Gruccio, A.J.S.C.
15th September 1983


James Salvaryn


George Wolf


Robert Scull

Schedule A

DISABILITY POOL

Effective January 1, 1984, the Probation Officers' Negotiating Unit members will become eligible for participation in the County Disability Pool. This pool has as its purpose the continuation of wage continuation to employees who because of non-job related illness have exhausted all accrued sick and vacation time.

Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time, a member may utilize the pool for wage continuation to a maximum of one-hundred twenty (120) days.

The Disability Pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half ($\frac{1}{2}$) of the member's sick and annual sick leave time, each subsequent calendar year until all time has been repaid.