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Sussex County Probation Officers' Assn.

1982-83 SUSSEX COUNTY PROBATION OFFICERS' AGREEMENT

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Article I - Agreement

This Agreement entered into this 17<sup>th</sup> day of February, 1982 by and between Robert C. Shelton, Jr., as Liaison Judge of the Superior Court of Sussex County, New Jersey (hereinafter referred to as the Judge) and the Sussex County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The 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 Sussex 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..

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. The County of Passaic et al, statutes, court rules, and case law 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.

Article III - Salaries

Section 1 (1982 Ranges)

Effective January 1, 1982 and retroactive to that date, salary ranges for Probation Officers and Senior Probation Officers shall be established as follows:

Probation Officer	\$ 12,500-17,600
Senior Probation Officer	\$ 14,500-19,900

Section 2 (1982 Salary Increase)

Effective January 1, 1982 and retroactive to that date, each probation officer (inclusive of Ceta sponsored officers) who was employed in the department prior to October 1, 1981, shall receive a salary increase of \$1,300 added to his/her base salary in existence on December 31, 1981. Any officer hired on or after October 1, 1981 shall receive only the minimum of the salary established for the position.

Section 3 (1983 Ranges)

Effective January 1, 1983, salary ranges for Probation Officers and Senior Probation Officers shall be established as follows:

Probation Officer	\$13,000-18,200
Senior Probation Officer	15,000-21,300

Section 4 (1982 Salary Increase)

Effective January 1, 1983, each probation officer (inclusive of temporary officers) who was employed in the department prior to December 1, 1982 shall receive a salary increase of \$1,300 added to his/her base salary on December 31, 1982. Any officer hired on or after October 1, 1982 shall receive only the minimum of the salary established for the position.

Article IV - Longevity

Probation officers shall receive the same longevity benefits as do county employees generally, provided such officers are full time and permanent. Payment will be made in the 25th payroll of the year on a lump sum basis. Years of completed service shall be computed from December 16 of any given year to December 15 of the following year.

Should an officer be on leave of absence during the year, in December he/she will receive longevity pro rata based on the number of months he/she actually worked. Should an officer retire under pension regulations (and only upon retirement) during the year, in December he/she will receive longevity pro rata based on the number of months he/she actually worked. Under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

Article V - Promotions

Any probation officer receiving a promotion to Senior Probation Officer shall be entitled to a salary adjustment of \$950 or the new minimum salary whichever is greater.

Article VI - Meal Allowance

Probation officers shall be required to remain on duty after the hour when the department is normally closed and through the supper hour from 6:00 to 3:00 P.M. shall be paid a meal allowance of up to \$4.30. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

## Article VII - Automobiles

As authorized by N.J.S.A. 17A: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, presently at 20¢ per mile. 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 along the appropriate travel voucher form furnished to the officer for this purpose. Traffic violations (fines) are the responsibility of the individual officer.

## Article VIII - on Call Pay

Effective January 1, 1982 and retroactive to that date, each probation officer who is required to be on call for twenty-four (24) hours per day for seven (7) days a week in association with the operation of the Juvenile Intake Service shall receive additional compensation at the per diem rate of \$10.00, which compensation shall be in addition to the officer's regular pay. If, pursuant to N.J.S.A. 36:1-1, a legal holiday falls on any day when an officer has been assigned this duty, the officer's compensation shall be further increased at the above-stated per diem rate of \$10.00 for each such holiday.

## Article IX - Tuition Reimbursement

### Section 1

Effective January 1, 1982 and retroactive to that date, the County agrees to appropriate a sum totaling \$850 annually (non-accumulative under State regulations) to provide a 50% tuition reimbursement to probation officers of Sussex County who intend to take graduate courses that are determined by the Chief Probation Officer and the Superior Court Liaison Judge to be job related. The County Administrator is responsible for advising the Chief Probation Officer of the status of monies allocated for reimbursement and the processing of vouchers for payment.

An employee may use all time and personnel to utilize these funds. Reimbursement will be made for 50% of the costs of tuition and registration for all courses taken in accredited institutions approved by the Secretary. An interested employee must submit a written request for approval and authorization on Form TR-1 prior to registration for course work. The request must be presented to the Chief Probation Officer for preliminary approval and subsequently to the Superior Court Liaison Judge for final approval. The officer will be notified of the eligibility or reason

of ineligibility of his/her application. Within four (4) weeks after completion of the course work, the officer must submit to the Chief Probation Officer the CERTIFICATION OF SUCCESSFUL COMPLETION OF COURSE WORK (Form # 1) for processing and reimbursement. However, this form must first be submitted by the officer to the accredited institution for certification as to evidence of successful completion of the work and the expenses for completing the course. When the \$350 appropriation is expended, there will be no further reimbursements during that fiscal year.

Section 2

Effective January 1, 1983, the amount to be appropriated shall be \$900. However, in addition to the conditions specified in Section 1 above, any officer receiving funds under this Article shall be required to remain in the employment of the probation department or the county for one year after receipt of the last grant of funds. If the officer leaves the employment of the probation department and the county before expiration of the time period specified herein, he/she shall be required to pay back to the county the amount of funds received in that last grant.

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. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

- January 1 . . . . . New Year's Day
- January 15 . . . . . Martin Luther King's Birthday
- February 12 . . . . . Lincoln's Birthday
- 3rd Monday in February . . . . . Washington's Birthday
- Last Monday in May . . . . . Memorial Day
- July 4 . . . . . Independence Day
- 1st Monday in September . . . . . Labor Day
- 2nd Monday in October . . . . . Columbus Day
- November 11 . . . . . Armistice or Veterans' Day
- 4th Tuesday in November . . . . . Thanksgiving Day
- December 25 . . . . . Christmas Day
- Good Friday & General Observation Day

Section 2

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 XI - Vacation and Other Leave Credits

Section 1 - Vacation

Pursuant to Court Rule 1:30-5(b), probation officers shall receive the same vacation credits as are provided generally to other employees of the county. All officers shall be granted vacation leave based upon the following date of last hire:

First year - 1 day per month to end of calendar year  
1 thru 5 years - 12 days per year  
6 thru 7 years - 13 days per year  
8 thru 15 years - 15 days per year  
16 thru 20 years - 20 days per year  
21 thru 26 years - 23 days per year  
27 years or more - 25 days per year

Officers on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the officer works less than twelve months in the calendar year he/she is entitled to a pro rata share of such vacation entitlement. An officer who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at time of severance deducted from his/her final pay for each day of vacation the officer has used in excess of the number of days to which he/she is entitled.

Officers shall submit requests for vacation time of five (5) consecutive workdays or more to the Chief Probation Officer in writing no later than four (4) weeks before the requested vacation, with first and second choices. The Chief Probation Officer shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practicable on the basis of seniority. Vacations of less than five (5) consecutive workdays should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Chief Probation Officer should answer the request in writing no later than two (2) working days before the requested vacation leave.

The Chief Probation Officer shall attempt to schedule work, insofar as possible, to preclude changes in the vacation schedule.

Any officer whose service with the Judiciary terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

No vacation time shall be taken for less than a half day unless it is mutually agreed by the officer and the Chief Probation Officer.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief Probation Officer unless the Chief Probation Officer determines that it cannot be taken because of pressure of work. One week of vacation (5 days) may be automatically carried forward into the new year. A request in writing to the Chief Probation Officer, and approved by the Chief Probation Officer and the Superior Court Liaison Judge, is required in order to carry forward additional vacation time up to a maximum of one week's allotment.

Section 2 - Sick leave

All officers shall be entitled sick leave based upon the following from date of hire:

- 1½ days per month in the first year of service
- 15 days per calendar year thereafter.

All unused sick leave may be accumulated from year to year. Officers absent from work on sick leave shall submit themselves to a physical examination monthly by the County Physician, who shall make a report to the Chief Probation Officer and the Superior Liaison Judge as to said officer's ability to return to work. If the County Physician should determine that the officer can return to work but is not qualified to perform his/her regular duties, then the Chief Probation Officer and the Superior Court Liaison Judge shall determine what other type of work duties, if any, shall be assigned to such officer.

An officer, upon retiring, shall be paid for one-half of the unused sick leave he/she has accumulated up to a maximum of \$12,000. The officer shall be compensated for this accumulated time at his/her daily rate of pay at date of retirement. An officer whose employment is terminated for reasons other than retirement will not be paid for accumulated sick leave. Civil Service Rule 4:1-17.18, "Voluntariness of Sick Leave" shall apply to all officers.

Section 3 - Other leave

A. Personal leave - All officers shall receive three (3) days' leave per year for religious purposes, personal business, etc. Such leave is not accumulative. No personal days shall be taken for less than a half day. An officer must give the Chief Probation Officer twenty-four (24) hours' notice, when possible, before taking personal leave.

B.  bereavement leave - All officers shall receive three (3) days' leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law and grandparents. Such leave is separate and distinct from other leave time. The officer shall be allowed three (3) days per incident.



C. Snow Days - The Board of Chosen Freeholders, in consultation with the Assignment Judge, may declare a snow day for court support departments, including probation. County rules and regulations regarding employee credit for appearance when a snow day is declared shall be honored in this department. Should an employee report for work and subsequently the Board decides to close county offices, such employee who reports to work shall be credited with the day's work. There shall be no charge against his/her benefit leave time. Should the Board close county offices before the start of a workday, all employees scheduled to work that day will be credited with a day's work. There shall be no charge against his/her benefit.

Notification of snow days will be made by radio announcements on a local radio station at 6:00 A.M. and/or 7:00 A.M. and periodically during that day. If the Board does not declare a snow day, an employee who does not report to work will be charged with either a personal leave day or a vacation day. If the Board decides to close county offices after the start of a workday, all offices will remain open until notification from the Board.

In the event the courts are not closed on the declared snow day, the probation officers shall report for duty to service the courts. Snow days may not be taken in the form of compensatory time or accumulated. If the employee is reasonably late in reporting to work because of the weather, that employee shall be credited with a full working day.

D. Leave Without Pay - The Liaison Judge may grant a leave of absence without pay to a permanent officer for a period not to exceed six (6) months at any one time, provided all vacation time earned has been used first. Such leave may be renewed for an additional period of six (6) months only by formal action of the Liaison Judge. A leave of absence to a temporary or provisional officer may not be granted.

An officer on leave of absence shall be responsible for his/her share of pension and contributory insurance premiums. Such premiums shall be deducted from the officer's paycheck upon certification from the Division of Pensions. An officer on leave of absence shall be responsible for payment of all hospitalization coverage premiums. Failure to reimburse the County for these premiums within sixty (60) days or provide substantial reason for not reimbursing the County will result in cancellation of the officer's coverage. The officer shall not be reimbursed for Medicare B during a leave of absence. Officers on leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

E. Maternity Leave - An officer shall notify the Chief Probation Officer and the Personnel Office of her pregnancy as soon as it is medically confirmed. Said officer may request a maternity leave without pay as referenced under Subsection D above. A maternity leave of absence shall be for a period of not more than one year (two consecutive six month periods). The officer may elect to return at an earlier date, provided the officer shall be deemed medically fit to resume the duties and responsibilities of her position. An officer on maternity leave shall be responsible for personal, contributory insurance and hospitalization coverage premiums as stated paid.

F. Silitary Leave - Officers and other leaves may be granted in accordance with 5 C.A.C. 4-1-7.

G. Other Type Leaves - Officers entitled to receive Workmen's Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time or personal leave, but thereafter the employee shall be paid his/her Workmen's Compensation Insurance payment as determined by the proper authorities. However, the time that the officer shall be paid Workmen's Compensation Insurance payments shall not be charged against his/her sick leave, vacation time or personal leave, but said officer shall be paid for any holidays which may occur during the time that he/she is receiving compensation. Further, during the time that the officer is receiving Workmen's Compensation Insurance, the County shall assume both the County share and the officer's share of pension costs (but not contributory insurance) and the costs for all health benefits, excepting however if the officer fails to reimburse the County for contributory insurance.

#### Article XII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits extended to Sussex County employees generally. The benefits shall include contributory Blue Cross, Blue Shield, River J and Major Medical Insurance Plan. Officers also will be eligible for Medicare's Temporary Disability Insurance Program, for which they will be required to contribute through regular payroll deductions as determined by applicable law.

Upon termination or expiration of employment, insurance coverage shall be discontinued the first of the month after one month has elapsed. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance. If, during the term of this agreement, the County grants to its employees generally any additional health and welfare benefits, such as optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

### Article XIII - 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 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/she 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/she may appeal to the Superior Court Liaison Judge who will acknowledge receipt of the grievance within ten (10) work-days and will then fix a date for rendering a final and binding decision. 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.

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/her own choosing, or by a bona fide member of the Association designated to represent him/her 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 Steps 2 and 3 of this grievance procedure shall be held after the normal workday.

#### Article XIV - 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) days to renegotiate the item so severed.

#### Article XV - 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 their mutual consent and upon the happening of some unforeseen event.

#### Article XVI - Duration of Contract

##### Section 1

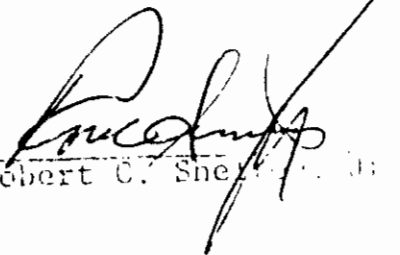
The provisions of this Agreement shall be retroactive to January 1, 1982 and shall remain in full force and effect until December 31, 1983. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section 2

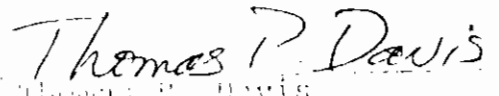
A written notice to terminate or modify this Agreement is required to be given at least thirty (30) days prior to December 31, 1983.

In witness whereof, the parties to it have affixed their signatures this ~~17th~~ **17th** day of **February**, 1987.

FOR THE JUDGE:

  
Robert C. Sheppard, J.S.C.

FOR THE ASSOCIATION:

  
Thomas P. Davis