

2-0013

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Judges of the Superior Court
and

(Contract on p. 3)

Gloucester Co. Probation Officers Assn.

GLouceSTER COUNTY SUPERIOR COURT

1/20, 1/21/81

In the Matter of the Approval of :
 Gloucester County Probation Col :
 lective Agreement negotiated : ORDER
 pursuant to Chapter 125 of the :
 Laws of 1974. :

Notice having been given pursuant to Law and a hearing
 having been held on June 26, 1980 with the Board of Chosen
 Freeholders in and for the County of Gloucester upon said
 negotiated collective agreement (Attachment I):

It is on this 2nd day of July 1980
 ORDERED that the Gloucester County Probation Collective
 Agreement in the form as negotiated pursuant to Chapter
 125 of the Laws of 1974 be and it is hereby approved, along
 with Attachment II representing actual salaries to be paid.

And it appearing that said Probation Collective Agree-
 ment while setting and increasing salary ranges of Senior
 Probation Officers and Probation Officers does not provide
 benefits for the Chief Probation Officer or the Principal
 Probation Officers, it is deemed fair and proper that some
 adjustment be made in the compensation of the Chief Proba-
 tion Officer and the Principal Probation Officers.

It is furthered ORDERED that the compensation of the
 Chief Probation Officer of the County of Gloucester and the

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Principal Probation Officers be based on the information supplied in Attachment II. Also, said Chief Probation Officer and the Principal Probation Officers shall receive all other fringe benefits provided in said contract.

The settlement negotiated in Attachment I was concluded in light of the knowledge that the Judges acting under their authority will be increasing the office hours of Probation Officers to 55 hours per week effective October 6, 1980.

Charles A. Rizzi

Charles A. Rizzi
Assignment Judge

Ernest L. Alvino

Ernest L. Alvino

Samuel H. Bullock

Samuel H. Bullock

Paul L. Cunard

Samuel G. DeSimone

Robert E. Francis

Milton L. Silver

* * * * *

1979-1981 Gloucester County Probation Collective Agreement ✓

* * * * *

Article I - Agreement

This Agreement is entered into this 2ND day of JULY 1980, by and between the Judges of the Superior Court of Gloucester County, New Jersey, (hereinafter referred to as the "Judges") and the Gloucester County Probation Officers' Association, (hereinafter referred to as the "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, 1979, salary ranges for probation officers shall be as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Senior Probation Officer | \$12,814 | \$22,140 |
| Probation Officer | 11,070 | 18,157 |

Section 2

Effective January 1, 1979 (and retroactive to that date), each probation officer (unless Section 7 below is

applicablè) shall receive a salary adjustment of \$1,100 (salary adjustments previously made shall be deducted from \$1,100 e.g., an officer who received a \$500 salary increase on January 1, 1979 shall be entitled only to an additional \$600 retroactive to that date).

Section 3

Effective May 1, 1980 (and retroactive to that date) salary ranges for probation officers shall be as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Senior Probation Officer | \$12,814 | \$23,790 |
| Probation Officer | 11,070 | 19,807 |

Section 4

Effective May 1, 1980 (and retroactive to that date) each probation officer (unless Section 7 below is applicable) shall receive a salary adjustment of \$1,650 added to the officer's base salary in existence on December 31, 1979.

Section 5

Effective January 1, 1981, salary ranges for probation officers shall be as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Senior Probation Officer | \$13,300 | \$25,540 |
| Probation Officer | 11,500 | 21,557 |

Section 6

Effective January 1, 1981 each probation officer (unless Section 7 below is applicable) shall receive a salary adjustment of \$1,750 added to the officer's base salary

in existence on December 31, 1980. If County employees generally receive a salary adjustment for 1981 which is greater than that awarded to Probation Officers, the parties agree to reopen negotiations of the 1981 salary adjustment package. (Probation officer's award for 1981 was based on average increase of 11.65%)

Section 7

Any probation officer that holds a provisional appointment and has less than six months service in the probation department as of December 31st of each year 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 become permanent before December 31st of each year shall receive only the amount of the new minimum salary.

Article IV - Automobiles

Section 1

Probation officers who are required to use their private vehicles on Probation Department business shall be reimbursed at the rate of nineteen cents (\$.19) per mile. 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.

Section 2

If, during the term of this agreement, the Gloucester County mileage reimbursement exceeds 19¢, the probation officers shall be entitled to receive that higher rate.

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

Effective July 1, 1979 a lump sum payment of Five Hundred Dollars and no cents (\$500.00) 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.

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 July 1, 1980, 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 Five Hundred Seventy-five Dollars and no cents (\$575.00).

Section 4

Effective July 1, 1981, 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 Six Hundred Fifty Dollars and no cents (\$650.00).

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

Section 1

Probation officers who are required to remain on duty through the supper hour (6:00 P.M.), shall receive a supper allowance of up to 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.

Section 2

Effective January 1, 1980 the supper allowance shall be increased to Five Dollars (5.00). Effective January 1, 1981 the supper allowance shall be increased to Five Dollars and Fifty Cents (\$5.50).

Article VIII - Damaged Clothing

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

Article IX - Promotions

Section 1

Each probation officer receiving a promotion to a higher classification shall receive a salary adjustment of Six Hundred Dollars and no cents (\$600.00) added to the officer's base pay.

Section 2

Effective January 1, 1980 the promotional increase shall be increased to Eight Hundred Dollars and no cents (\$800.00).

Section 3

Effective January 1, 1981 the promotional increase shall be increased to Nine Hundred Dollars and no cents (\$900.00)

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 1st New Year's Day
- January 15th M. L. 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.

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 XI - 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 XII - 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 XIII - Promotions

When the Chief Probation Officer and the Superior 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 XVI - Liability Insurance

Section 1

The County of Gloucester acknowledges that it is primarily responsible for insurance liability coverage of Probation Officers during the course of their official duties. To that end, it agrees to provide the following types of insurance coverage.

Section 2 Automobile Liability - Probation officers who are operating their own vehicles shall apply to their personal automobile insurance company for an endorsement covering their activities while in the course of their employment. The bill for the cost of this endorsement

shall be forwarded to the County and will be paid by the County. Those probation officers operating County vehicles will be covered by a County automobile liability policy which will offer them protection while in the course of their duties.

Section 3

The County of Gloucester will maintain a general liability policy of insurance which will cover probation officers for tortuous damage to others arising from negligence committed by the probation officer during the course of their official duties.

In addition, the County of Gloucester will hold harmless the probation officers from tortuous damage to others arising from acts committed by the Probation Officers during the course of their official duties. Nothing herein shall prohibit the County of Gloucester from entering into any contract of insurance to insure any probation officer's tortuous action. Where a policy of insurance is not in effect or the damages sought exceeds the policy limit, the County of Gloucester reserves the right to assign counsel on behalf of the probation officer affected. Likewise, no probation officer, without the consent of the County of Gloucester shall agree to pay any sum or sums or affect any other settlement of the dispute or claim arising out of the alleged tortuous action. In all such actions covered by the provisions of this section the probation officer shall be required to extend his full cooperation to the County of Gloucester or the County's designee(s).

Article XV - 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, the officer may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following two (2) 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; or,
- (b) The officer may appeal to the Superior 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 Probation Officer, or a 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 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 XVI - 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 rules 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 XVII - Conclusiveness of Agreement

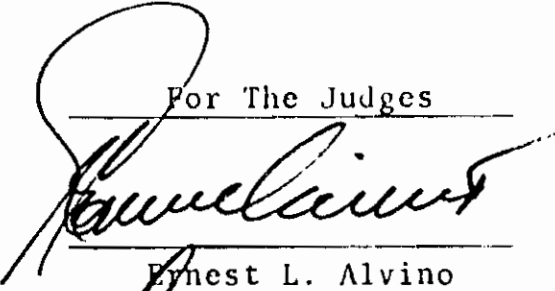
This Agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

Article XVIII - Duration of Contract

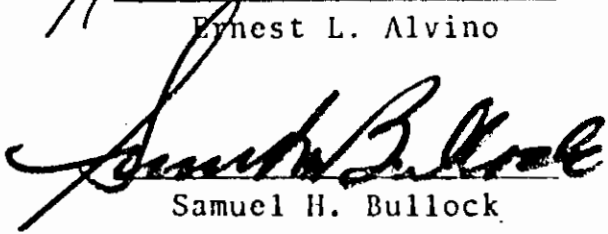
The provisions of this Agreement shall be retroactive to January 1, 1979, and shall remain in full force and effect until December 31, 1981.

In witness whereof, the parties to this Agreement have
affixed their signatures this 2ND day of July 1980.

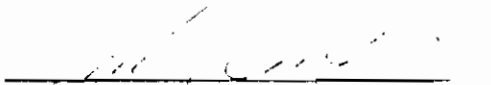
For The Judges



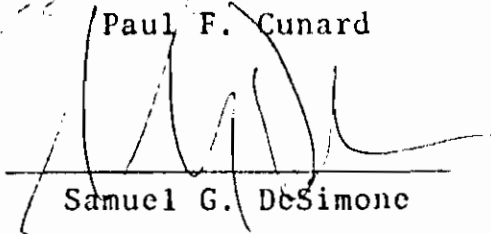
Ernest L. Alvino



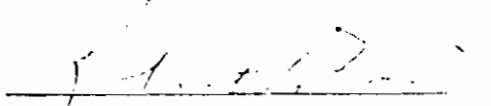
Samuel H. Bullock



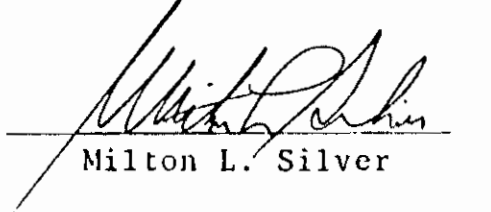
Paul F. Cunard



Samuel G. DeSimone

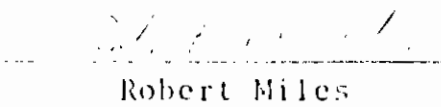


Robert E. Francis

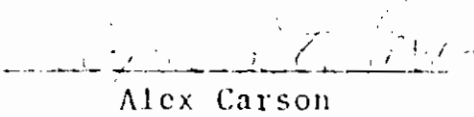


Milton L. Silver

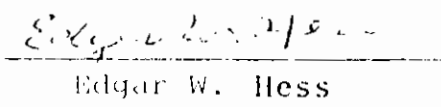
For The Association



Robert Miles



Alex Carson



Edgar W. Hess

Charles A. A. Rizzi, Assignment Judge

PROBATION OFFICERS - CONTRACT OF 1979-1980

II

salaries will be in accordance with the following schedule:

| <u>NAME AND TITLE</u> | <u>Salary 1979</u> | <u>PROMOTION</u> | <u>SALARY 5/01/80</u> | <u>PROMOTION</u> |
|-----------------------|------------------------|--------------------|---------------------------|--------------------|
| DELEGATE, L., Sr. PO | \$11,643 | (3/03/80) \$12,443 | \$14,093 | |
| DEFF, T., PPO II | 17,932 | (5/14/79) 18,632 | 21,102 | |
| DETWELL, M., PO | 11,643 | | 13,293 | |
| DEWSON, A., Sr. PO | 14,504 | | 16,154 | |
| DEWALDI, R., PO, Sr. | 14,149 | | 15,799 | (6/02/80) \$16,599 |
| DEWLA, M., Sr. PO | 18,733 | | 20,072 | |
| DEWPER, S., PO | 11,070 | | 12,720 | |
| DEWIS, A., PO | 11,070 | | 12,720 | |
| DEWRO, J., Sr. PO | 19,444 | | 21,094 | |
| DEWSEE, L., PPO II | 24,252 | | 26,722 | |
| DEW, J., PO | 11,070 | | 12,720 | |
| DEWDR, N., CPO | 28,000 | | 31,089 | |
| DEWE, E., Sr. PO | 16,504 | | 18,154 | |
| DEW, R., PO | 12,144 | | 13,794 | |
| DEWY, K., PO | 11,070 | | 12,720 | |
| DEWNEY, S., PO | 11,643 | | 13,293 | |
| DEWC, C., Sr. PO | 18,422 | | 20,072 | |
| DEWREY, C., PO | ---- | (Hired: 5/05/80) | 11,070 | |
| DEWELL, G., PPO II | 23,300 | | ---- | (Retired: 3/05/80) |
| DEWR, R., Sr. PO | 12,643 | (4/02/79) 13,243 | 14,893 | |
| DEWH, H., Sr. PO | 19,933 | | 21,583 | |
| DEWM, M., PO | 11,070 | | 12,720 | |
| DEWB, B., PPO II | 18,422 | (3/03/80) 19,322 | 21,792 | |
| DEWK, K., PO | 11,643 | | 13,293 | |
| DEWFT, G., PO | 11,643 | | 13,293 | |
| DEWA, A., Sr. PO | 14,504 | | 16,154 | |

Probation Officer - Salaries of 1979-1980 Cont'd.

| | <u>Salary</u> <u>1979</u> | <u>Promotion</u> | <u>Salary</u> <u>5/01/80</u> | <u>Promotion</u> |
|----------------------|------------------------------|--|---------------------------------|------------------|
| QUINTON, V., PO | \$ | (Hired: 3/10/80) | \$ 11,070 | |
| SAUSELEN, H., PPO II | 23,602 | | 26,072 | |
| SCHOLDING, J., PO | 13,809 | | 15,459 | |
| TETSER, E., PPO II | 21,324 | ^{4/2/79} (3/31/80) \$22,024 | 24,494 | |
| FEITZEL, C., PO | 11,070 | | 12,720 | |
| WHITAKER, D., PO | 12,144 | | 13,794 | |
| WILER, M., PO | 11,643 | | 13,293 | |
| WINK, T., Sr. PO | 16,491 | | 18,141 | |