Contract ws. 1346

INSTITUTE OF MANAGEMENT
AND 18 1992

RUTGERS UNIVERSITY

1990-92 ATLANTIC COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT



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1990-92 Atlantic County Probation Officers' Collective Agreement

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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 those employees listed in Appendix A to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Effective January 1, 1990, and retroactive to that date, the salary ranges for probation officers shall be established as follows:

Title	Minimum	Maximum
Probation Officers	\$20,000	\$44,828
Probation Officers/Bilingual (Spanish/English)	21,000	45,828
Senior Probation Officers	26,000	36,000

Section 2

Effective January 1, 1990, and retroactive to that date, each probation officer and senior probation officer whose December 31, 1989 base salary is less than twenty-five thousand dollars (\$25,000) shall receive an adjustment in his/her base salary of 7.14% in consideration for the increased workweek.

Effective January 1, 1990, and retroactive to that date, each probation officer and senior probation officer whose December 31, 1989 base salary is twenty-five thousand dollars (\$25,000) or more, shall receive an adjustment in his/her base salary of 5% in consideration for the increased workweek.

Section 3

Effective January 1, 1990, and retroactive to that date, each probation officer whose December 31, 1989 base salary is less than thirty thousand dollars (\$30,000) shall receive (after the adjustment in Section 2 above) an increase in his/her base salary of seven hundred fifty dollars (\$750).

Effective January 1, 1990, and retroactive to that date, each senior probation shall receive (after the adjustment in Section 2 above) an increase in his/her base salary of one thousand dollars (\$1,000).

Effective January 1, 1990 and retroactive to that date, an officer holding the New Jersey Department of Personnel variant title "Probation Officer Rilingual (Spanish/English)" shall receive one thousand dollars (\$1,000) and the negotiated wage increase for his/her step annually which shall be an enhancement of his/her base salary.

Section 4

1%

Effective July 1, 1990, the salary ranges for probation officers on the salary guide shall be established as follows:

Title	Minimum	Maximum
Probation Officers Probation Officer/Bilingual	\$21,400	\$31,000
(Spanish/English)	22,400	32,000
Senior Probation Officers	28,000	38,000

Section 5

Effective July 1, 1990, the salary schedule shall be established in accordance with Appendix B attached hereto.

Section 6

Effective July 1, 1990, each probation officer and senior probation officer shall be placed on step and shall receive an increase in his/her June 30, 1990 base salary in accordance with Appendix B attached hereto.

Section 7

Probation officers whose December 31, 1989 base salary is \$27,653 shall receive a lump sum payment of three hundred dollars (\$300) in each year of this Agreement not to be added to base salary.

Section 8

Effective January 1, 1991, the salary ranges for probation officers on the salary guide shall established as follows:

<u>Title</u>	Minimum	Maximum
Probation Officers	\$23,678	\$33,300
Probation Officers/Bilingual (Spanish/English)	24,678	34,300
Senior Probation Officers	30,400	40,900

Section 9

Effective January 1, 1991, each probation officer and senior probation officer whose December 31, 1990 base salary is less than twenty-five thousand dollars (\$25,000) shall receive an adjustment in his/her base salary of 7.14% in consideration for the increased workweek.

Effective January 1, 1991, each probation officer and senior probation officer whose December 31, 1990 base salary is twenty-five thousand dollars (\$25,000) or more, shall receive an adjustment in his/her base salary of 5% in consideration for the increased workweek.

Section 10

Effective January 1, 1991, each probation officer whose December 31, 1990 base salary is less than thirty-five thousand dollars (\$35,000) shall receive (after the adjustment in Section 9 above) an increase in his/her base salary of seven hundred fifty dollars (\$750).

Effective January 1, 1991, each senior probation officer shall receive (after the adjustment in Section 9 above) an increase in his/her base salary of one thousand dollars (\$1,000).

Section 11

Effective January 1, 1991, the salary schedule shall be established in accordance with Appendix C attached hereto.

Section 12

Effective January 1, 1991, each probation officer and senior probation officer shall remain on his/her December 31, 1990 step and shall receive an increase in his/her December 31, 1990 base salary in accordance with Appendix C attached hereto.

Section 13

Effective July 1, 1991, the salary ranges for probation officers on the salary guide shall be established as follows:

<u>Title</u>	Minimum	Maximum
Probation Officers	\$24,862	\$34,299
Probation Officer/Bilingual (Spanish/English)	25,862	35,299
Senior Probation Officers	31,920	42,127

Section 14

Effective July 1, 1991, the salary schedule shall be established in accordance with Appendix D attached hereto.

Section 15

Effective July 1, 1991, each probation officer and senior probation officer on the payroll as of December 31, 1990, and not at maximum, shall advance one step on the salary schedule in accordance with Appendix D attached hereto.

Effective January 1, 1992, the salary ranges for probation officers on the salary guide shall be established as follows:

<u>Title</u>	Minimum	Maximum
Probation Officers Probation Officers/Bilingual	\$26,105	\$35,328
(Spanish/English) Senior Probation Officers	27,105	36,328
Senior Probation Officers	33,516	43,391

Section 17

Effective January 1, 1992, the salary schedule shall be established in accordance with Appendix E attached hereto.

Section 18

Effective January 1, 1992, each probation officer and senior probation officer not at maximum shall advance one step on the salary schedule in accordance with Appendix E attached hereto.

Section, 19

For the term of this Agreement, the salaries for the following individuals shall be in accordance with Appendix F attached hereto:

- D. Williams
- D. Christie
- D. Gruber

ARTICLE IV - Automobiles

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.

All county operated vehicles shall be properly maintained and serviced. County vehicles shall be available for probation purposes subject to the request of the Vicinage 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 - Meal Allowance

Section 1 - 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 as follows:

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Effective January 1, 1990, and retroactive to that date - $8.75
Effective January 1, 1991 - $9.00
Effective January 1, 1992 - $9.25
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Section 2 - Lunch Allowance

Probation officers who are on official probation department assignment that requires their presence outside their normal work site, shall be paid a lunch allowance as follows:

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Effective January 1, 1990, and retroactive to that date - $8.25
Effective January 1, 1991 - $8.50
Effective January 1, 1992 - $8.75
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Section 3

Reimbursement for the lunch and supper allowance shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VII - Longevity

Section I

County Probation Department and on each anniversary date thereafter, probation officers shall be entitled to and shall receive a longevity increment (which shall be paid in a lump sum on the longevity pay week following the employee's anniversary date). This increment shall be a percentage of their salary as of their anniversary date in accordance with the following table:

Anniversary	<u>Percentage</u>	Maximum
5th - 9th	2 up to but not greater than	\$ 400
10th 14th	4 up to but not greater than	\$ 700
15th 19th	6 up to but not greater than	\$1,000
20th on	8 up to but not greater than	\$1,400

The amounts to be paid will be recomputed (based on the above schedule) annually, on the anniversary date of each probation officer entitled to the increment.

ARTICLE VIII - Promotions

Section 1

Effective January 1, 1990 and retroactive to that date, and through June 30, 1990, each probation officer receiving a promotion to a higher position shall receive a salary adjustment of seven percent (7%) of his/her base pay.

Section 2.

Effective July 1, 1990, each probation officer receiving a promotion to senior probation officer shall be placed on the nearest step of the senior probation officer salary range affording the probation officer an increase in base salary. In no event shall the increase in base salary be less than one thousand dollars (\$1,000).

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 \$500. 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 - 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 XI - 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:

Length of Service	Number of Days	
lst Year	1 per full month employed	
2nd - 5th Year	13 annually	
6th - 10th Year	16 annually	
llth - 15th Year	19 annually	
16th - 20th Year	22 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 XII - 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:

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 XIII - Health and Welfare Benefits

Section 1

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, an optical plan, and a prescription drug plan requiring a \$1.00 employee co-payment.

If during the term of this agreement Atlantic County grants to all employees an additional health and welfare benefit(s) and such benefit was not made available during negotiation of this agreement, then such benefit(s) shall simultaneously be awarded to probation officers. If during the term of this agreement, Atlantic County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not available as a subject of negotiation for this agreement, the Assignment Judge may grant such benefit(s) to probation officers or shall reopen this matter for further negotiation.

Section 2

Probation officers shall be entitled to receive upon retirement a lump sum cash payment of 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.

Probation officers continue to be eligible to participate in the County Disability Pool (see attachment). If agreement is reached between the County of Atlantic and its employees generally, the parties agree that this system may be replaced by participation in the State Disability Program.

Section 4

Any employee utilizing less than 38.5 hours (for 7½ hour employees) or 41 hours (for 8 hour employees) of sick time (to include all uses of sick) in a calendar year, will receives a bonus in the amount of \$200.00. Employees must be on-board for the entire calendar year and have no "W" days or suspensions or LAW(s) during the calendar year. Part-time employees hired prior to January 1, 1987 shall be entitled to a prorated bonus amount based on their prorated sick leave use.

ARTICLE XIV - Liability Indemnification

The county will defend and indemnify all members of the Probation Officers' Bargaining 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 XV - 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 the Agreement. Among the rights which Management retains, but not limited to them, are the following:

- To manage and administer the affairs of the probation department;
- To direct its work force operations;
- To hire, promote, assign and transfer personnel;
- 4. To schedule and determine work assignments;
- To demote, suspend, discharge, or otherwise take action of a disciplinary nature against "provisional, temporary, or unclassified" employees;

- 6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in the career service 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, maybe 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.

The parties to this agreement acknowledge that the New Jersey Constitution, Statutes and Court Rules (R.1:33-8(b)) 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 with 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 to 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 XVI - Dues Deduction

Section 1

Upon request, the Judge agrees to have deducted from the salaries of those officers who authorize it, membership dues in the Atlantic County Probation Officers' Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the statutes of New Jersey. Deductions shall be made in compliance with law and monies collected, together with records of any collections, shall be transmitted to the treasurer of the Association following each pay period in which deductions are made.

If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Judge a certified copy of the resolution indicating dues changes and the effective date of such changes.

Section 3

Payroll deductions of Association dues under properly executed authorization for payroll deduction of Association dues forms shall become effective at the time the form is signed by the probation officer and shall be deducted by the next full pay period and each pay period thereafter from the pay of the probation officer.

Section 4

The aggregate total for all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the designated financial officer of the Association.

Section 5 . ..

The Association will provide the necessary dues deduction form and will secure the signature of its members on the terms and deliver the signed forms to the Chief Probation Officer. The Association shall indemnify, defend and save harmless the Judge and the County against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

Section 6

The above payroll deduction shall be the only deduction made by the Judge for the benefit of any labor organization representing or purporting to represent the recognized bargaining unit.

Section 7

Withdrawal of permission for dues deduction shall become effective on the succeeding July 1st, subsequent to the request of the probation officer.

ARTICLE XVII - Personnel Files

Each probation officer shall have access to his/her own personnel file during reasonable working hours upon a written notification to the Chief Probation Officer Officer. The probation officer shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

ARTICLE XVIII - Flex Time

A committee of management and Association representatives shall be established to study the feasibility of Flex Time scheduling and to make recommendations to the Assignment Judge by April 1, 1990.

ARTICLE XIX - Grievapce 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 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 (5) 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.

All dispositions shall be forwarded to the grievant in writing, citing the basis for the decision. In using the grievance procedure established herein 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 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 XX - 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(s) so severed.

ARTICLE XXI - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all negotiable 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 XXII - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1990 and shall remain in full force and effect until December 31, 1992. 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, 1992.

In witness of this Agreement the parties to it have affixed thier signature this $/77^{\circ}$ day of $Apr_{1}/7$, 1990.

For the Judges

Richard J. Williams, A.J.S.C.

For the Association

David Berger

APPENDIX A

Probatión Officers Probation Officer/Bilingual (Spanish/English) referred to as "probation officers." Senior Probation Officers

- D. Williams D. Christie
- D. Gruber

APPENDIX B

Base Salary			Base Salary
June 30, 1990			July 1, 1990
Probation Officers		Step	Salary
\$20,000		1	\$21,400
20,571		2	22,300
21,000		3	23,200
21,234	54	3	23,200
21,663		3	23,200
21,982		4	24,100
21,993		4	24,100
22,576		4	24,100
22,987		5	25,000
24,432		6	25,900
24,907		Control	26,350
26,945	•	Control	28,000
29,786_		Maximum	31,000
35,082		Off-Guide	35,082
44,828		Off-Guide	44,828
Sr. Probation Officers		Step	Salary
		1	\$28,000
en4 240		2	29,000
\$26,340 27,480		3	30,000
28,383		4	31,000
20,363		5	32,000
		6	33,000
31,671		Control	35,000
32,070		Control	35,000
34,618		Maximum	38,000

APPENDIX C

Base Salary December 31, 1990

Base Salary January 1, 1991

Probation Officers

<u>Step</u>		Salary		Step	Salary
1	-	\$21,400		1	\$23,678
2		22,300	-28 1	2	24,642
3		23,200		3	25,606
4		24,100		4	26,571
5		25,000		5	27,000
6		25,900		6	27,945
Control		26,350		Control	28,418
Control		28,000		Control	30,150
Maximum		31,000		Maximum	33,300
Off-Guide		35,082		Off-Guide	36,836
Off-Guide	. ``	44,828		Off-Guide	47,069

Sr. Probation Officers

Step	Salary	Step	Salary
1	\$28,000	1	\$30,400
2	29,000	2	31,450
3 .	30,000	3	32,500
4	31,000	4	33,550
5	32,000	5	34,600
6	33,000	6	35,650
Control	35,000	Control	37,750
Maximum	38,000	Maximum	40,900

APPENDIX D

Base	Sal	ary
June	30.	1991

Base Salary July 1, 1991

Probation Officers

Step	Salary.	<u>Step</u>	Salary	
	ρω «	1	\$24,862	
Ī	\$23,678	2	25,874	
2	24,642	3	26,887	
3	25,606	4	27,899	
4	26,571	5	28,350	
5	27,000	6	29,342	
6	27,945	Control	29,838	
Control	28,418	Control	29,838	
Control	30,150	Control	31,658	
Maximum	33,300	Maximum	34,299	
Off-Guide	36,836	Off-Guide	36,836	
Off-Guide	47,069	Off-Guide	47,069	

Sr. Probation Officers

Step	Salary	Step	Salary
		1	\$31,920
1	\$30,400	2	33,023
2	31,450	3	34,125
3	32,500	4	35,228
4	33,550	5	36,330
5	34,600	6	37,433
6	35,650		
Control	37,750	Control	39,638
Maximum	40,900	Maximum	42,127

APPENDIX E

Base Salary December 31, 1991

Base Salary January 1, 1992

Probation Officers

Step	Step Salary			Step	<u>Salary</u>
	٠,			1	\$26,105
I		\$24,862	56 .	2	27,168
2		25,874		3	28,231
3		26,887		4	29,294
4		27,899		5	29,768
5		28,350		6	30,809
6		29,342		Control	1 31,330
Control		29,838		Contro	31,330
Control		31,658		Control	1 33,241
Maximum		34,299		Maximum	a 35,328
Off-Guide	~ ·	36,836		Off-Guio	le 37,573
Off-Guide	· `	47,069		Off-Guid	de 48,010
_					

Sr. Probation Officers

_			
Step	<u>Salary</u>	Step	Salary
		1	\$33,516
1	31,920	2	34,674
2	33,023	3	35,831
3	34,125	4	36,989
4	35,228	5	38,147
5	36,330	6	39,305
6	37,433		
Control	39,638	Control	41,620
Maximum	42,127	Maximum	43,391

APPENDIX F

Name	Base Salary 1/1/90	Base Salary 7/1/90	Base Salary	Base Salary 7/1/91	Base Salary 1/1/92
D. Williams	\$23,571	\$25,000	\$27,000	\$29,342	\$31,330
D. Christie	31,198 _	34,000	36,700	38,535	40,462
D. Gruber	32,343	35,000	37,750	39,638	41,620

DISABILITY POOL

Effective January 1, 1984, the Probation Officers' Negotiating Unit members became 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.

All probation officers will make a one time contribution of (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 (1) of the member's sick and annual leave time, each subsequent calendar year until all time has been repaid.

MEMORANDUM OF UNDERSTANDING

Any probation officer required to be on call in the Family Division or the Criminal Division for twenty-four (24) hours per day for a full week, including evenings and weekends, shall continue to receive \$70.00 for each full week of such assignment. If a legal holiday falls on any day when an officer has been assigned this duty, the officer's compensation for the full week will be \$80.00. This compensation shall be in addition to the officer's regular pay and shall not be added to the probation officer's base pay.

For the Judges

For the Association

David Berger

Judiciary/County of Atlantic

Understanding

At the request of the Judiciary, the administration of the County of Atlantic was actively involved in the negotiations of the 1990-92 Atlantic County Probation Officers, Agreement and as a result, do not disagree with the terms contained therein.

For The County of Atlantic

Meth Afriday

Witnessed before me this day of 1990.

Charles E. McCaffery, TCA

MEMORANDUM OF UNDERSTANDING

As of January 1, 1990, all sick, vacation and administrative time brought forward from 1989, in addition to those advanced in 1990, shall be converted to reflect the extended workday as follows:

Amount of Leave : 7 x 7.5 = New Amount of Leave

As of January 1, 1991, all sick, vacation and administrative time brought forward from 1990, in addition to those advanced in 1991, shall be converted to reflect the extended workday as follows:

Amount of Leave $\frac{1}{2}$ 7.5 x 8 = New Amount of Leave

For the Judges

Richard J. Williams, A.J.S.C.

For the Association

David Berger.