

THIS DOES NOT  
CANCEL

Ocean County, Judges of the Superior Court  
and  
Ocean County Probation Officers Association

\*\*\*\*\*  
1984-86 OCEAN COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT  
\*\*\*\*\*

Institute of Management  
Labor Relations  
AUG 0 1985  
RUTGERS UNIVERSITY

RECEIVED  
MAY 31 1984  
EMPLOYEE RELATIONS

X April 1, 1981 - March 31, 1986

TABLE OF CONTENTS

1984-86 OCEAN COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

<u>Number</u>	<u>Article</u>	<u>Page Number</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1-3
IV	Automobiles	3-4
V	Telephone Allowance	4
VI	Education Benefits Program	4-6
VII	Longevity	7
VIII	Promotional Increment	7
IX	Holidays	7-8
X	Vacation and Other Leave Credits	8
XI	Health and Welfare Benefits	9
XII	Provisional Appointment	9
XIII	Meetings	9
XIV	Suspensions	9
XV	Notice of Vacancies and Transfers	10
XVI	Grievance Procedure	10-11
XVII	Promotional Policy	11
XVIII	Policy on Civil Service	11
XIX	Severability	12
XX	Conclusiveness of Agreement	12
XXI	Fully-Bargained Provision	12
XXII	Duration of Contract	12
	Signatures	13

Article I - Agreement

This agreement is entered into this 1984 by and between the Assignment Judge of the Superior Court of Ocean County, New Jersey (hereinafter referred to as the Judge) and the Ocean County Probation Officers' Association (hereinafter referred to as the Association.)

Article II - Recognition and Pledge Against Discrimination

Section 1

The Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and the Probation Officers of the Ocean County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment.

Section 2

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

Article III - Salaries

Section 1

Effectice April 1, 1984, and retroactive to that date, salary ranges for probation officers covered by this agreement shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$12,000	\$15,300
Maximum	22,500	32,550

Section 2

Effective April 1, and retroactive to that date all probation officers and senior probation officers on the payroll as of October 1, 1983 shall have their March 31, 1984 base salary increased by \$450 in lieu of any clothing allowance stipends. Probation officers hired prior to April 1, 1984 and after September 30, 1983 shall receive effective April 1, 1984 the minimum salary set forth in Section 1 of this article plus a \$450 base salary increase in lieu of any clothing allowance stipends. Probation officers hired as of April 1, 1984 shall receive the new minimum salary only.

Section 3

Effective April 1, 1984 and retroactive to that date, all probation officers and senior probation officers presently employed and on the payroll as of October 1, 1983 shall receive a base salary increase equal to 2.5% of their April 1, 1984 base salary after application of the increase in Section 2 of this article.

Section 4

After application of the salary increase described in Section 3 of this article, effective April 1, 1984 all persons employed in the title of probation officer who are not earning the maximum salary identified in Section 1 of this article, shall receive an increment equal to \$550 added to their base salary provided the \$550 increment would not cause a probation officer's base salary to exceed the maximum salary described in Section 1 of this article. Any probation officer whose base salary would exceed the maximum salary by receipt of a full \$550 increment shall receive a lesser portion of that increment added to base salary up to the maximum salary for the position as described in Section 1.

Section 5

After application of the salary increase described in Section 3 of this article effective April 1, 1984 all persons employed in the title of senior probation officer who are not earning the maximum salary identified in Section 1 of this article, shall receive an increment equal to \$700 added to their base salary provided the \$700 increment would not cause a probation officer's base salary to exceed the maximum salary established in Section 1 of this article. Any senior probation officer whose salary would exceed the maximum salary by receiving the full \$700 increment shall receive a lesser portion of that increment added to base salary up to the maximum salary for the position as described in Section 1.

Section 6

Effective April 1, 1985, salary ranges for probation officers covered by this agreement shall be as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$12,500	\$16,000
Maximum	24,500	34,200

Section 7

Effective April 1, 1985 all probation officers and senior probation officers presently employed and on the payroll as of October 1, 1984 shall receive a base salary increase equal to 3% of their March 31, 1985 base salary.

Section 8

After application of the salary increase described in Section 7 of this article, effective April 1, 1985, all persons employed in the title of probation officer who are not earning the maximum salary identified in Section 6 of this article, shall receive an increment equal to \$550 added to their base salary provided the \$550 increment would not cause a probation officer's base salary to exceed the maximum salary established in Section 6 of this article. Any probation officer whose base salary would exceed the maximum salary by receipt of a full \$550 increment shall receive a lesser portion of that increment added to base salary up to the maximum salary for the position as described in Section 6.

Section 9

After application of the salary increase described in Section 7 of this article effective April 1, 1985 all persons employed in the title of senior probation officer who are not earning the maximum salary identified in Section 6 of this article, shall receive an increment equal to \$700 added to their base salary provided the \$700 increment would not cause a senior probation officer's base salary to exceed the maximum salary established in Section 6 of this article. Any senior probation officer whose base salary would exceed the maximum salary by receipt of a full \$700 increment shall receive a lesser portion of that increment added to base salary up to the maximum salary for the position as described in Section 6.

Section 10

Effective April 1, 1985 each probation officer hired on or after October 1, 1984 shall have his/her base salary raised to the minimum described in Section 6 of this article.

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 rate of twenty-four cents (24¢) per mile. Probation officers authorized to use their private vehicles shall keep a monthly record specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

Probation officers required to use private vehicles on Probation Department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence and property damage in the amount of fifty thousand dollars (\$50,000) for each occurrence. Each probation officer shall receive an annual allowance of \$150 to help defray the costs of this coverage. Possession of such coverage shall be verified by submission to the Chief Probation Officer of proof from the carrier's agent that the additional insurance coverage is being provided. The annual allowance shall be reimbursed by voucher semi-annually on October 1 and April 1 of each year of the agreement and payment will be prorated accordingly.

Article V - Telephone Allowance

Each probation officer may charge business telephone calls from their home to the Probation Department number in accordance with rules prepared by the Chief Probation Officer. Vouchers shall be submitted according to existing county regulations and proof of placement and cost of the toll calls shall be recorded on these vouchers and submitted to the Chief Probation Officer.

Article VI - Education Benefits Program

Section 1 - Program Eligibility

Probation officers on the payroll prior to the date this agreement is signed shall have the option of continued eligibility for the previous education benefit program as described in Section 3 of this article or may elect to become eligible for the new educational benefit program described in Section 4 of this article but, not both. Newly hired probation officers hired on or after the date this agreement is signed shall be eligible for the education benefits program described in Section 4 of this article only.

Section 2 - Eligibility Procedural Requirement

Probation officers permitted the option of selecting either education benefit program as described in Section 1 of this article, must notify the Chief Probation Officer of their choice in writing by July 1 of each year or they shall be considered eligible for only those education benefits established in Section 3 of this article during that year. Once an officer has notified the Chief in writing of his/her desire to be eligible for educational benefits described in Section 4 of this article, such determination shall be final and the officer shall cease to be eligible for educational benefits as described in Section 3 of this article.

Section 3 - Educational Benefits Program A

(A) Probation officers who have chosen this educational benefits program shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations.

1. Prior approval for desired courses and/or alternate courses must be secured in writing from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Judge;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement will be eighty percent (80%) of total tuition and mandatory tuition fees of the approved courses, not to exceed four hundred (\$400) per semester (spring, fall, or summer).

(B) The tuition reimbursement program described in Section 3(A) shall be considered a fund of last resort, subject to the availability of other funds. Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

(C) In order to be entitled to tuition reimbursement, the Probation Officer must be an employee of the Probation Department at both the time of registration and the time of course completion.

(D) Probation officers who chose this educational benefits program and who have, or who shall 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 and as determined by the Chief Probation Officer and approved by the Judge (with at least fifty percent (50%) of the credits being taken in the approved curriculum) shall be entitled to an annual award of eight hundred and fifty dollars (\$850). Effective April 1, 1985 the annual award described above shall be increased to \$900. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is a submission of evidence of such attainment to the Chief Probation Officer.

(E) The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under Section 3(D) shall be final and not subject to further appeal.

(F) It is mutually agreed between the parties that no educational stipend may be received until such time as the officer completes the required credits for the Master's Degree. This award shall be limited to one graduate degree per Probation Officer.

Section 4 - Educational Benefits Program B

(A) Graduate level tuition reimbursement for educational courses may be provided to permanent full-time probation officers under the following circumstances:

1. The Chief Probation Officer must approve the course in advance and certify that it is directly related to the employee's job classification as described in Section 3, A-2 of this article, and successful completion will necessarily improve job performance. Further, the Chief Probation Officer must certify that sufficient funds for this purpose are available within the departmental budget.
2. Eligible courses must be offered by institutions of higher learning in New Jersey, vocational schools, the Public Service Institute, or agencies of State and Federal government.
3. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate of grade report attached to the voucher. A copy of the prior approval shall also be attached.
4. Reimbursement for up to the first thirty (30) semester hours shall not exceed the rate per semester hour which would prevail for graduate level courses taken at Ocean County College. Reimbursement for semester hours in excess of (30) shall not exceed the rate per semester hours which would prevail if the course was taken at Rutgers - The State University. If graduate level courses are not available at Ocean County College, reimbursement for semester hours shall be at the rate per semester which would prevail if the course was taken at Rutgers - The State University.



Article VII - Longevity

Section 1

Effective April 1, 1984 probation officers shall receive longevity salary benefits according to the following schedule:

Completion of 10 years of service	-	1.5%
Completion of 15 years of service	-	2.6%
Completion of 20 years of service	-	3.7%
Completion of 25 years of service	-	4.0%

Effective April 1, 1985 probation officers shall receive longevity salary benefits according to the following schedule:

Completion of 10 years of service	-	2.5%
Completion of 15 years of service	-	3.6%
Completion of 20 years of service	-	4.7%
Completion of 25 years of service	-	5.0%
Completion of 30 years of service	-	6.0%

Section 2

The Judiciary and the county shall continue to pay out longevity salary adjustments in accordance with the previous practice and policies.

Article VIII - Promotional Increment

During the term of this agreement, a probation officer receiving a promotion to senior probation officer shall receive a salary adjustment of 7% of his/her base salary in existence on the date of the promotion or shall receive the minimum salary in existence for that position, whichever is greater.

Article IX - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these thirteen (13) legal holidays shall include:

January 1.....	New Year's Day
January 15.....	Martin Luther King's Birth
February 12.....	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 11.....	Armistice or Veterans' Day
4th Thursday in November.....	Thanksgiving Day
December 25.....	Christmas Day
Good Friday and General Election Day	

and/or the listed holidays as per county policy.

Section 2

If a probation officer is required to work on a legal holiday or on another day approved by the Judiciary as a day off, the officer shall be granted an equivalent amount of time off on a later date.

Section 3

During inclement weather or other emergencies, probation officers are subject to reporting for duty pursuant to the directive issued by the Assignment Judge on February 15, 1978.

Article X - Vacation and Other Leave Credits

Section 1

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

Section 2

Probation officers shall receive three (3) days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave must be used as full-day units and only in the year in which the leave is granted or be forfeited---it may not be accumulated. If during the period covered by this agreement, the county grants to its employees any increase in personal leave, such increase shall simultaneously be awarded to probation officers.

Section 3

Probation officers shall receive the same sick leave credits as are provided to other employees of the county. Additionally, probation officers shall be entitled to reimbursement of unused sick leave at retirement in accordance with the provisions of the program initiated by Ocean County.

Section 4

Probation officers shall receive up to three (3) days leave in the event of a 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, grandparent, grandchild, and any other member of the immediate household, such leave being separate and distinct from any other leave. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

Article XI - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Ocean County employees. These benefits, consistent with county policy, presently include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical health insurance plan, and a vision plan (for permanent employees effective April 1, 1982).

(A) If during the term of this agreement the county grants to all its employees any additional health and welfare benefits or provides any expanded coverage, and such benefits were not subjects available during the negotiations for this agreement, then the same benefits shall simultaneously be awarded to probation officers. If during the term of this agreement the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage and such benefits were not subjects available during negotiations for this agreement, the Assignment Judge may grant the same benefit to probation officers or may reopen this article for further negotiation.

Article XII - Provisional Appointment

Pursuant to Civil Service Rule 4:1-7.3(c), any probation officer who receives a provisional appointment from the Judge to serve for an extended or indefinite period in a position higher than his permanent position shall be entitled to and receive the promotional increment as per Article VIII, of this agreement for the higher position during such appointment is in effect.

Article XIII - Meetings

Representatives of the Association may meet with the Chief Probation Officer and the Probation Liaison Judge upon the request of any party to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

Article XIV - Suspension

No probation officer shall be suspended unless said suspension is imposed in strict accordance with the Civil Service rules and regulations governing such matters, e.g., N.J.A.C.4:1-16.7.

Article XV - Notice of Vacancies and Transfers

Section 1

When a vacancy in a promotional position occurs in a section or division, the unit head will alert the section or division staff as to the vacancy. The Association may then have probation officers submit letters of interest to the appropriate Principal Probation Officer for transmittal to the Chief Probation Officer.

Section 2

Any probation officer desiring to transfer to another position within the Probation Department may submit, in writing, a request for transfer incorporating reasons for same to the officer's Principal Probation Officer for transmittal to the Chief Probation Officer.

Article XVI - 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 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 within 15 working days from the date the grievant or the majority representative should reasonably have known that an alleged violation had occurred, 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 (step 1) the grievance shall be put in writing and submitted to the Chief Probation Officer within 10 working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned.

The Chief 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 grievance is not resolved at Step 2 the grievant may, within 10 working days from the date a decision was rendered in Step 2, 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 may appeal to the Assignment Judge or a Superior Court Judge acting on his behalf 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 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.

### Article XVII - Promotional Policy

The basis for promotions will be standardized classifications and specifications for all probation officer ranks agreed upon by the New Jersey Department of Civil Service in cooperation with the Administrative Office of the Courts.

### Article XVIII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated

thereunder are to be observed in the administration of this agreement with respect to classified employees governed by this agreement, except to the extent that this agreement pertains to subjects not therein contained or where this agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

#### Article XIX - 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 Administrative Director of the Courts) conflicts with the provisions of this agreement, the provision or provisions so effected 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 XX - 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 the mutual consent and upon the happening of some unforeseen event.

#### Article XXI - Fully-Bargained Provision

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. All matters that were or could have been negotiable have either been dropped or have been incorporated into this agreement. Neither party shall be required to renegotiate any part of this agreement until the expiration date of this agreement.

#### Article XXII - Duration of Contract

##### Section 1

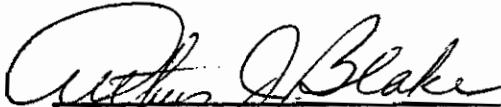
The provisions of this agreement shall become effective on April 1, 1984 and shall remain in full force and effect until March 31, 1986. By mutual concurrence of the parties, the provisions may be continued for an additional time period.

##### Section 2


A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to March 31, 1986.

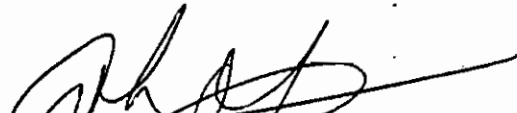
In witness to this agreement, the parties to it have affixed their signatures this 23<sup>rd</sup> day of May 1984.

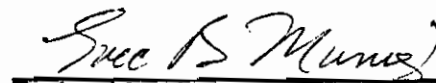
Assignment Judge

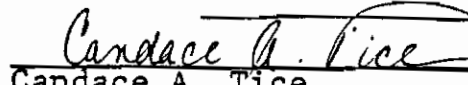
  
Arthur J. Blake, A.J.S.C.

For the Association

  
Michael Carpenter  
Negotiator

  
John Oppenheimer  
Negotiator

  
Eric Muniz  
Negotiator

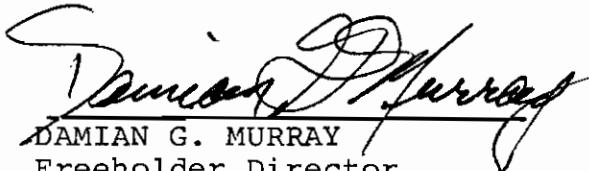
  
Candace A. Tice  
President

Judiciary/County of Ocean

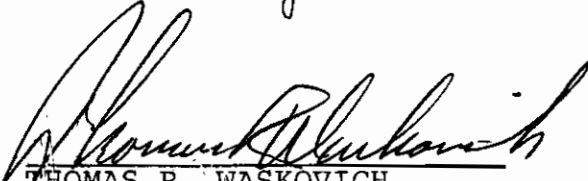
Understanding

At the request of the Judiciary, the administration of the County of Ocean was actively involved in the discussions for the 1984-85 Ocean County Probation Officers' Agreement and as a result, do not disagree with any of the terms contained therein.

For the County of Ocean

  
DAMIAN G. MURRAY  
Freeholder Director

Witnessed before me  
this 23<sup>rd</sup> day of  
May 1984.

  
THOMAS R. WASKOVICH  
Clerk of the Board