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STORAGE

Camden

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Camden County, Judges at the Superior Court

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CIRCULATE

AFCMSE, Council 41  
(Probation and Senior Probation Officers)

\* \* \* \* \*

1985-1985 Camden County Probation Collective Agreement

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X January 1, 1983 - December 31, 1985

1983-1985 Camden County Probation Collective Agreement

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## Article I - Agreement

This agreement is entered into this *6th* day of *October* 1983 by and between the Judges of the Superior Court of Camden County, New Jersey (hereinafter referred to as the Judges) and the American Federation of State, County and Municipal Employees, Council 71 (hereinafter referred to as the Union).

## Article II - Recognition

The Judges hereby recognize the Union as the sole and exclusive representative of the Probation Officers and Senior Probation Officers of the Camden County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment.

## Article III - Salaries

Section 1

Effective January 1, 1983, probation officer salary ranges shall continue as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$12,700	\$14,493
Maximum	17,828	19,324

Section 2

Effective July 1, 1983, and retroactive to that date, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$12,700	\$14,493
Maximum	19,878	21,374

Section 3

Effective July 1, 1983 and retroactive to that date, each probation officer employed in such title as of December 31, 1982 shall receive a salary adjustment of \$2,050 added to his/her base salary in existence on June 30, 1983.

Section 4

Effective January 1, 1984, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$13,000	\$14,793
Maximum	21,498	23,116

Section 5

Effective January 1, 1984, all probation officers employed in such title as of December 31, 1983 shall receive a 5% salary adjustment added to their December 31, 1983 base salary.

Section 6

Effective July 1, 1984, all probation officers employed as of June 30, 1984 shall receive a special 3% salary adjustment added to their June 30, 1984 base salary.

Section 7

Effective January 1, 1985, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$13,300	\$15,093
Maximum	23,244	24,993

Section 8

Effective January 1, 1985, all probation officers employed in such title as of December 31, 1984 shall receive a 6% salary adjustment added to their December 31, 1984 base salary.

Section 9

Effective July 1, 1985, all probation officers employed as of June 30, 1985 shall receive a special 2% salary adjustment added to their June 30, 1985 base salary.

## 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 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 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. Probation officers shall be reimbursed for the full cost of the business portion of automobile insurance upon written proof of the difference between the cost of the private personal rate of insurance and the business rate of insurance. All probation officers are to submit their claim for the cost of business automobile insurance on the monthly expense voucher.

Article V - Longevity

Section 1

Longevity pay will be granted annually on or about December 1st of each year in a separate check to all CLASSIFIED probation officers covered by this Agreement, with five (5) or more years of full time service on that date, as per the following schedule:

5 Years Service:	2½ of annual pay	\$ 600 Maximum
7 Years Service:	3½ of annual pay	\$ 800 Maximum
10 Years Service:	5½ of annual pay	\$1,000 Maximum
15 Years Service:	6½ of annual pay	\$1,200 Maximum
20 Years Service:	7½ of annual pay	\$1,400 Maximum

In computing longevity pay the effective date shall be January 1st. If a probation officer leaves the service of the County prior to December 1st, longevity will be based on his/her length of service as of December 1st of the current year, prorated and paid at time of termination. If the probation officer is deceased, his/her longevity shall be prorated and paid to his/her estate, as per the above provisions. In calculating longevity pay, continuous service with the County only, will be considered. However, probation officers who are laid off by the County and later recalled within two (2) years, will not be considered to have a break in their employment for the purposes of this Article.

Section 2

Longevity pay will likewise be granted annually on or about December 1st of each year in a separate check to all permanent part-time probation officers, with five (5) or more years part-time service on that date, on a prorated basis, as per the above schedule and provisions.

Section 3

In calculating longevity pay, the time a probation officer has service with Camden County under CETA or similar Federal Program, or any Grant Program and is subsequently hired on the regular County payroll, that time, provided there has been no break in the service, shall be counted.

#### Section 4

For time on an active pay status, any probation officer retiring during the course of the year shall be entitled to longevity to be paid on a prorated basis. Probation officers who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

### Article VI - Cash Educational Awards

#### Section 1

Probation officers who have, or who 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 Administrative Office of the Courts shall be entitled to an annual award of \$650. This award shall be prorated where applicable from the date of completion of all requirements to the degree upon submission of satisfactory evidence of such completion to the Chief Probation Officer.

#### Section 2

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

#### Section 3

Probation officers may have their fields of study approved by the Chief Probation Officer in writing at the time of entry into the graduate program subject to the above conditions.

### Article VII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (6:00 P.M.) to receive reports shall receive a supper allowance of \$5.00. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

### Article VIII - Promotion Increase

Each probation officer receiving a promotion to Senior Probation Officer shall receive a salary increase of \$700.

### 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 legal holidays shall include:

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

## Section 2

Whenever a legal holiday falls on a Saturday the preceding Friday shall be observed as the holiday when approved by the Judiciary.

## Article X - Vacation

### Section 1

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

- a. Permanent full-time probation officers in the County Service shall be entitled to the following annual vacation with pay:
  - (1) Up to one (1) year of service, one (1) working days' vacation for each month of service.
  - (2) After one (1) year and up to ten (10) years of service, twelve (12) working days' vacation.
  - (3) After ten (10) years and up to twenty (20) years of service, eighteen (18) working days' vacation.
  - (4) After twenty (20) years of service, twenty-five (25) working days' vacation.
- b. Full-time provisional probation officers in the County service shall be entitled to vacation leave to the same extent such leave is provided for permanent probation officers.
- c. Permanent part-time probation officers shall receive vacation leave on a prorated basis, in accordance with the above schedule.

## Section 2

The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the probation department. Probation officers may utilize vacation leave credits at any time during the calendar year, subject to the approval of the Chief Probation Officer. Employees terminating employment shall be required to repay any used but unearned vacation credits.

## Section 3

In order to exercise seniority, vacation requests shall be submitted by the probation officer to the Chief Probation Officer or his designee by April 1st so that the Chief Probation Officer can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference. The scheduling of all vacation is subject to approval of the Chief Probation Officer. For vacation of one (1) week or longer, the Chief Probation Officer, or his designee, will advise probation officers of the approval or disapproval of the requested vacation time.

## Section 4

Probation officers shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Chief Probation Officer.

## Section 5

If a probation officer dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate.

## Section 6

Vacation time cannot be used for sick time without the express written consent of the probation officer.

## Section 7

Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the Chief Probation Officer may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time, shall be given to the probation officer in writing. If, in the second year, due to the pressure of work as determined by the Chief Probation Officer, a probation officer still has accumulated vacation that will be lost, the probation officer has a right to sell that time only. Such request shall be made in writing by December 1st.



## Article XI - Sick Leave and Other Leave Credits

### Section 1

Sick leave is hereby defined to mean absence of any probation officer from duty because of personal illness which prohibits the probation officer from doing the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the probation officer.

### Section 2

The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the probation officer, and grandmother and grandfather.

### Section 3

Probation officers will provide notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.

### Section 4

Sick leave shall accrue for regular full-time probation officers at the rate of one (1) day per month during the first calendar year employment and one and one quarter (1 $\frac{1}{4}$ ) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time probation officers shall be entitled to sick leave on a prorated basis.

### Section 5

If any probation officer is absent for five (5) consecutive working days (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the Chief Probation Officer may require acceptable evidence on the form prescribed. The nature of the illness and length of time the probation officer was absent shall be stated on a doctor's certificate.

### Section 6

At the discretion of the Chief Probation Officer, any probation officer seeking sick leave may be required to submit medical evidence to substantiate his/her request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the probation officer will suffer a loss of his/her pay for any authorized time period. In the event the probation officer has exhausted his/her accumulated sick leave and is sick, the absence may be charged to the probation officer's vacation, if any, provided that the probation officer agrees.

Section 7

Abuse of sick leave will be cause for disciplinary action.

Section 8

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

Section 9

a. Unused sick time up to a maximum of fifteen (15) days will be payable to probation officers covered by this Agreement on an active pay status on December 1st. Such payment will be made on or about January 15th for the preceding year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave of prior years.

b. Probation officers have the right to elect to continue accumulating sick leave as per Civil Service Rules or to take cash payment as provided above. The probation officer must select one of the two options. In either event, such choice must be made in writing to the Chief Probation Officer, or his designee, no later than December 1st.

Section 10

Probation officers shall be entitled to three (3) days personal leave.

Section 11

A leave of absence with pay up to three (3) days, shall be granted to a probation officer desiring such leave because of a death in the "immediate family" as defined in Section 2 of this Article.

Section 12

Probation officers shall receive the same sick leave credits as are provided generally to other employees of the probation department.

## Article XII - Leaves of Absence

Section 1

Pursuant to N.J.A.C. 4:1-17.2, the Judges may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

Section 2

Probation officers shall be entitled to the same on-the-job injury leave benefits as are provided generally to the other county employees.

## Article XIII - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with those health and welfare benefits granted to county employees generally. These benefits currently are:

- a. The County may continue its health self-insurance program or utilize an insurance carrier so long as substantially similar benefits as existed in 1979 are provided.
- b. The County will reimburse a probation officer on active pay status for the premium cost of the Medicare Plan when the probation officer or spouse reaches age 65.
- c. The County will pay health insurance premiums for a plan providing benefits as required in Section a. above for a County probation officer who has retired after twenty (20) years of service with the County.
- d. (1) The County will pay or cause to be paid to the A.F.S.C.M.E. Local 3129, Council 71 Health and Welfare Fund the sum of one hundred and four (\$104.00) for the year of 1983 and one hundred and nine (\$109.00) dollars per annum thereafter for each probation officer who is a member of the union or for whom the union is the bargaining agent.  
(2) The union and its members agrees to save and hold harmless the Judges as the employer and the County from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each probation officer as stated above, and further agrees to make available to the Judges and the County audits or reports dealing with said funds on June 30, 1983, and each June 30 thereafter.

Section 2

a. When a probation officer is injured on duty, he/she is to receive Worker's Compensation due him/her plus the difference between the amount received as compensation and his/her salary during

the period of temporary disability, to a maximum of forty-five (45) working days.

b. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible probation officer will continue to receive Worker's Compensation. If a probation officer is entitled to use and authorize the County to charge time to accumulated sick leave, the officer may receive the difference between the amount received as Worker's Compensation and his/her salary.

#### Article XIV - Liability

The County of Camden will provide probation officers with liability and legal assistance coverage for actions arising out of the lawful performance of their duties. Present coverage is as set forth in their current policy with Midland Insurance Company (Policy No. 712018). In the event the County changes insurance carriers or coverage for its employees generally, such changes shall also apply to probation officers.

#### Article XV - Residence

Probation officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the probation department.

#### Article XVI - Transport of Probationers

Probation officers shall not be required to transport probationers or other defendants in their own automobiles.

#### Article XVII - Union Business

##### Section 1

The Union shall furnish to the Chief Probation Officer the names of two (2) probation officers who are to be designated as Union stewards for the purpose of handling grievances. One probation officer shall be the primary representative with the second probation officer acting as assistant and/or substitute representative. The stewards may call upon other bona fide representatives of the Union who are not employees of the probation department for assistance, if they are unable to resolve the problem on their own.

##### Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two (2) employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 58:23-2, is not in excess of five (5)

days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

#### Article XVIII - Meetings

Representatives of the Union may meet with the Chief Probation Officer as the representative of the Judges to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

#### Article XIX - Parking

When authorized by the Chief Probation Officer or a duly designated representative to utilize their personal cars on business, the following two options shall be available to the probation officers for parking:

- (1) If the officer utilizes the authorized parking lot, he/she shall submit the parking ticket to the office which will subsequently pay the bill, or,
- (2) If the officer pays for parking, he/she may request one dollar per day reimbursement on his/her expense voucher or upon submission of a receipt up to \$2.25 per day (maximum of \$22.00 per month).

#### Article XX - Seniority

##### Section 1

Seniority shall be defined as a probation officer's total length of service in title in the department beginning with his original date of hire as a probation officer.

##### Section 2

A probation officer having broken service in the department shall not accrue seniority credits for the time he was not employed in the department but shall retain seniority if rehired.

##### Section 3

A probation officer on leave with pay shall continue to accrue seniority during the period of the leave.

##### Section 4

The Chief Probation Officer shall provide to the Union upon request a seniority roster showing the date of hire as a probation officer, classification and pay rate of each probation officer covered by this Agreement on a semi-annual basis.

## Article XXI - Bulletin Boards

Department bulletin boards are to be made available for the posting of Union notices and information subject to the reasonable control of the Chief Probation Officer.

## Article XXII - Dues Deductions

### Section 1

Upon request, the Judges agree to have deducted from the salaries of those officers who authorize it, membership dues in the Union. 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 each pay period and monies collected together with records of any corrections shall be transmitted to the office of Council 71 together with a list of the names of all probation officers for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

### Section 2

Probation officers covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative.

### Section 3

The effective date of a termination of dues deduction to the majority representative shall be as of the January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed with the Judges.

## Article XXIII - 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 Judges of the Superior Court and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

- (1) To manage and administer the affairs and operations of the probation department;
- (2) To direct its working forces and operations;
- (3) To hire, promote, assign and transfer personnel;

- (4) To schedule and determine work assignments;
- (5) To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional" or "temporary" employees;
- (6) To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- (7) To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification of the Chief Probation Officer, which need not be in writing.

## Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights

## Section 3

The Judges and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, and the adoption of their policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

## Section 4

Nothing contained in this Agreement shall operate to restrict the Judges and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

## Article XXIV - 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 polices governing administration of the Courts.

#### Article XXV - 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 superior, 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 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 Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate 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 Union 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 procedure established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of this Agreement.

#### Article XXVI - Pledge Against Discrimination

The provisions of this Agreement shall be applied to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, religion, color, creed, national origin, political affiliation, union membership or union activities.

#### Article XXVII - 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 provision or 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 XXVIII - 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 XXIX - Duration of Contract

##### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1983, (except where modified in the Agreement) and shall remain in full force and effect until December 31, 1985. 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 contract is required to be given at least sixty (60) days prior to December 31, 1985.

In witness of the Agreement, the parties to it have affixed their signatures this 6<sup>th</sup> day of October, 1983.

FOR THE JUDGES:

J. V. DiMartino  
I. V. DiMartino, A.J.S.C.

FOR THE UNION:

Peter A. Tortoreto  
Peter A. Tortoreto

David Litwin  
David Litwin

David B. Reader  
David B. Reader

Memorandum of Understanding

It is understood by the parties to this Memorandum of Understanding that, effective January 1, 1984, the office hours that Probation Officers and Senior Probation Officers are required to be on duty shall be increased from the current rate of the 33 hours per week to 35 hours per week.

The Chief Probation Officer, upon approval of the Assignment Judge, will set the daily attendance schedule.

In witness of this understanding the parties to it have affixed their signatures this *6<sup>th</sup>* day of *October*, 1983.

FOR THE JUDGES

*J. V. DiMartino*  
J. V. DiMartino, A.J.S.C.

FOR THE UNION

*Peter G. Tartarato*

*David B. Lohr*

*David B. Lohr*

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## Article III - Salaries

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### Section 2

Effective July 1, 1983, and retroactive to that date, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$12,700	\$14,493
Maximum	19,878	21,374

### Section 3

Effective July 1, 1983 and retroactive to that date, each probation officer employed in such title as of December 31, 1982 shall receive a salary adjustment of \$2,050 added to his/her base salary in existence on June 30, 1983.

### Section 4

Effective January 1, 1984, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$13,000	\$14,793
Maximum	21,498	23,116

Section 5

Effective January 1, 1984, all probation officers employed in such title as of December 31, 1983 shall receive a 5% salary adjustment added to their December 31, 1983 base salary.

Section 6

Effective July 1, 1984, all probation officers employed as of June 30, 1984 shall receive a special 3% salary adjustment added to their June 30, 1984 base salary.

Section 7

Effective January 1, 1985, probation officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$13,300	\$15,093
Maximum	23,244	24,993

Section 8

Effective January 1, 1985, all probation officers employed in such title as of December 31, 1984 shall receive a 6% salary adjustment added to their December 31, 1984 base salary.

Section 9

Effective July 1, 1985, all probation officers employed as of June 30, 1985 shall receive a special 2% salary adjustment added to their June 30, 1985 base salary.

## 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 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 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. Probation officers shall be reimbursed for the full cost of the business portion of automobile insurance upon written proof of the difference between the cost of the private personal rate of insurance and the business rate of insurance. All probation officers are to submit their claim for the cost of business automobile insurance on the monthly expense voucher.

Article V - Longevity

Section 1

Longevity pay will be granted annually on or about December 1st of each year in a separate check to all CLASSIFIED probation officers covered by this Agreement, with five (5) or more years of full time service on that date, as per the following schedule:

5 Years Service:	2½ of annual pay	\$ 600 Maximum
7 Years Service:	3% of annual pay	\$ 800 Maximum
10 Years Service:	5% of annual pay	\$1,000 Maximum
15 Years Service:	6% of annual pay	\$1,200 Maximum
20 Years Service:	7% of annual pay	\$1,400 Maximum

In computing longevity pay the effective date shall be January 1st. If a probation officer leaves the service of the County prior to December 1st, longevity will be based on his/her length of service as of December 1st of the current year, prorated and paid at time of termination. If the probation officer is deceased, his/her longevity shall be prorated and paid to his/her estate, as per the above provisions. In calculating longevity pay, continuous service with the County only, will be considered. However, probation officers who are laid off by the County and later recalled within two (2) years, will not be considered to have a break in their employment for the purposes of this Article.

Section 2

Longevity pay will likewise be granted annually on or about December 1st of each year in a separate check to all permanent part-time probation officers, with five (5) or more years part-time service on that date, on a prorated basis, as per the above schedule and provisions.

Section 3

In calculating longevity pay, the time a probation officer has service with Camden County under CEIA or similar Federal Program, or any Grant Program and is subsequently hired on the regular County payroll, that time, provided there has been no break in the service, shall be counted.



#### Section 4

For time on an active pay status, any probation officer retiring during the course of the year shall be entitled to longevity to be paid on a prorated basis. Probation officers who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

### Article VI - Cash Educational Awards

#### Section 1

Probation officers who have, or who 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 Administrative Office of the Courts shall be entitled to an annual award of \$650. This award shall be prorated where applicable from the date of completion of all requirements to the degree upon submission of satisfactory evidence of such completion to the Chief Probation Officer.

#### Section 2

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

#### Section 3

Probation officers may have their fields of study approved by the Chief Probation Officer in writing at the time of entry into the graduate program subject to the above conditions.

### Article VII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (6:00 P.M.) to receive reports shall receive a supper allowance of \$5.00. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

### Article VIII - Promotion Increase

Each probation officer receiving a promotion to Senior Probation Officer shall receive a salary increase of \$700.

### 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 legal holidays shall include:

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

## Section 2

Whenever a legal holiday falls on a Saturday the preceding Friday shall be observed as the holiday when approved by the Judiciary.

## Article X - Vacation

### Section 1

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

- a. Permanent full-time probation officers in the County Service shall be entitled to the following annual vacation with pay:
  - (1) Up to one (1) year of service, one (1) working days' vacation for each month of service.
  - (2) After one (1) year and up to ten (10) years of service, twelve (12) working days' vacation.
  - (3) After ten (10) years and up to twenty (20) years of service, eighteen (18) working days' vacation.
  - (4) After twenty (20) years of service, twenty-five (25) working days' vacation.
- b. Full-time provisional probation officers in the County service shall be entitled to vacation leave to the same extent such leave is provided for permanent probation officers.
- c. Permanent part-time probation officers shall receive vacation leave on a prorated basis, in accordance with the above schedule.

## Section 2

The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the probation department. Probation officers may utilize vacation leave credits at any time during the calendar year, subject to the approval of the Chief Probation Officer. Employees terminating employment shall be required to repay any used but unearned vacation credits.

## Section 3

In order to exercise seniority, vacation requests shall be submitted by the probation officer to the Chief Probation Officer or his designee by April 1st so that the Chief Probation Officer can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference. The scheduling of all vacation is subject to approval of the Chief Probation Officer. For vacation of one (1) week or longer, the Chief Probation Officer, or his designee, will advise probation officers of the approval or disapproval of the requested vacation time.

## Section 4

Probation officers shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Chief Probation Officer.

## Section 5

If a probation officer dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate.

## Section 6

Vacation time cannot be used for sick time without the express written consent of the probation officer.

## Section 7

Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the Chief Probation Officer may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time, shall be given to the probation officer in writing. If, in the second year, due to the pressure of work as determined by the Chief Probation Officer, a probation officer still has accumulated vacation that will be lost, the probation officer has a right to sell that time only. Such request shall be made in writing by December 1st.

## Article XI - Sick Leave and Other Leave Credits

### Section 1

Sick leave is hereby defined to mean absence of any probation officer from duty because of personal illness which prohibits the probation officer from doing the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and requires the presence of the probation officer.

### Section 2

The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the probation officer, and grandmother and grandfather.

### Section 3

Probation officers will provide notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.

### Section 4

Sick leave shall accrue for regular full-time probation officers at the rate of one (1) day per month during the first calendar year employment and one and one quarter (1¼) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time probation officers shall be entitled to sick leave on a prorated basis.

### Section 5

If any probation officer is absent for five (5) consecutive working days (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the Chief Probation Officer may require acceptable evidence on the form prescribed. The nature of the illness and length of time the probation officer was absent shall be stated on a doctor's certificate.

### Section 6

At the discretion of the Chief Probation Officer, any probation officer seeking sick leave may be required to submit medical evidence to substantiate his/her request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the probation officer will suffer a loss of his/her pay for any authorized time period. In the event the probation officer has exhausted his/her accumulated sick leave and is sick, the absence may be charged to the probation officer's vacation, if any, provided that the probation officer agrees.

Section 7

Abuse of sick leave will be cause for disciplinary action.

Section 8

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

Section 9

a. Unused sick time up to a maximum of fifteen (15) days will be payable to probation officers covered by this Agreement on an active pay status on December 1st. Such payment will be made on or about January 15th for the preceding year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave of prior years.

b. Probation officers have the right to elect to continue accumulating sick leave as per Civil Service Rules or to take cash payment as provided above. The probation officer must select one of the two options. In either event, such choice must be made in writing to the Chief Probation Officer, or his designee, no later than December 1st.

Section 10

Probation officers shall be entitled to three (3) days personal leave.

Section 11

A leave of absence with pay up to three (3) days, shall be granted to a probation officer desiring such leave because of a death in the "immediate family" as defined in Section 2 of this Article.

Section 12

Probation officers shall receive the same sick leave credits as are provided generally to other employees of the probation department.

## Article XII - Leaves of Absence

Section 1

Pursuant to N.J.A.C. 4:1-17.2, the Judges may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

Section 2

Probation officers shall be entitled to the same on-the-job injury leave benefits as are provided generally to the other county employees.

## Article XIII - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with those health and welfare benefits granted to county employees generally. These benefits currently are:

- a. The County may continue its health self-insurance program or utilize an insurance carrier so long as substantially similar benefits as existed in 1979 are provided.
- b. The County will reimburse a probation officer on active pay status for the premium cost of the Medicare Plan when the probation officer or spouse reaches age 65.
- c. The County will pay health insurance premiums for a plan providing benefits as required in Section a. above for a County probation officer who has retired after twenty (20) years of service with the County.
- d. (1) The County will pay or cause to be paid to the A.F.S.C.M.E. Local 3129, Council 71 Health and Welfare Fund the sum of one hundred and four (\$104.00) for the year of 1983 and one hundred and nine (\$109.00) dollars per annum thereafter for each probation officer who is a member of the union or for whom the union is the bargaining agent.  
(2) The union and its members agrees to save and hold harmless the Judges as the employer and the County from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each probation officer as stated above, and further agrees to make available to the Judges and the County audits or reports dealing with said funds on June 30, 1983, and each June 30 thereafter.

Section 2

a. When a probation officer is injured on duty, he/she is to receive Worker's Compensation due him/her plus the difference between the amount received as compensation and his/her salary during

the period of temporary disability, to a maximum of forty-five (45) working days.

b. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible probation officer will continue to receive Worker's Compensation. If a probation officer is entitled to use and authorize the County to charge time to accumulated sick leave, the officer may receive the difference between the amount received as Worker's Compensation and his/her salary.

#### Article XIV - Liability

The County of Camden will provide probation officers with liability and legal assistance coverage for actions arising out of the lawful performance of their duties. Present coverage is as set forth in their current policy with Midland Insurance Company (Policy No. 712018). In the event the County changes insurance carriers or coverage for its employees generally, such changes shall also apply to probation officers.

#### Article XV - Residence

Probation officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the probation department.

#### Article XVI - Transport of Probationers

Probation officers shall not be required to transport probationers or other defendants in their own automobiles.

#### Article XVII - Union Business

##### Section 1

The Union shall furnish to the Chief Probation Officer the names of two (2) probation officers who are to be designated as Union stewards for the purpose of handling grievances. One probation officer shall be the primary representative with the second probation officer acting as assistant and/or substitute representative. The stewards may call upon other bona fide representatives of the Union who are not employees of the probation department for assistance, if they are unable to resolve the problem on their own.

##### Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two (2) employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is not in excess of five (5)

days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

#### Article XVIII - Meetings

Representatives of the Union may meet with the Chief Probation Officer as the representative of the Judges to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

#### Article XIX - Parking

When authorized by the Chief Probation Officer or a duly designated representative to utilize their personal cars on business, the following two options shall be available to the probation officers for parking:

- (1) If the officer utilizes the authorized parking lot, he/she shall submit the parking ticket to the office which will subsequently pay the bill, or,
- (2) If the officer pays for parking, he/she may request one dollar per day reimbursement on his/her expense voucher or upon submission of a receipt up to \$2.25 per day (maximum of \$22.00 per month).

#### Article XX - Seniority

##### Section 1

Seniority shall be defined as a probation officer's total length of service in title in the department beginning with his original date of hire as a probation officer.

##### Section 2

A probation officer having broken service in the department shall not accrue seniority credits for the time he was not employed in the department but shall retain seniority if rehired.

##### Section 3

A probation officer on leave with pay shall continue to accrue seniority during the period of the leave.

##### Section 4

The Chief Probation Officer shall provide to the Union upon request a seniority roster showing the date of hire as a probation officer, classification and pay rate of each probation officer covered by this Agreement on a semi-annual basis.



## Article XXI - Bulletin Boards

Department bulletin boards are to be made available for the posting of Union notices and information subject to the reasonable control of the Chief Probation Officer.

## Article XXII - Dues Deductions

### Section 1

Upon request, the Judges agree to have deducted from the salaries of those officers who authorize it, membership dues in the Union. 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 each pay period and monies collected together with records of any corrections shall be transmitted to the office of Council 71 together with a list of the names of all probation officers for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

### Section 2

Probation officers covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative.

### Section 3

The effective date of a termination of dues deduction to the majority representative shall be as of the January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed with the Judges.

## Article XXIII - 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 Judges of the Superior Court and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

- (1) To manage and administer the affairs and operations of the probation department;
- (2) To direct its working forces and operations;
- (3) To hire, promote, assign and transfer personnel;

- (4) To schedule and determine work assignments;
- (5) To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional" or "temporary" employees;
- (6) To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- (7) To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification of the Chief Probation Officer, which need not be in writing.

## Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights

## Section 3

The Judges and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, and the adoption of their policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

## Section 4

Nothing contained in this Agreement shall operate to restrict the Judges and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

## Article XXIV - 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 XXV - 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 superior, 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 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 Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate 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 Union 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 procedure established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of this Agreement.

#### Article XXVI - Pledge Against Discrimination

The provisions of this Agreement shall be applied to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, religion, color, creed, national origin, political affiliation, union membership or union activities.

#### Article XXVII - 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 provision or 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 XXVIII - 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 XXIX - Duration of Contract

##### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1983, (except where modified in the Agreement) and shall remain in full force and effect until December 31, 1985. 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 contract is required to be given at least sixty (60) days prior to December 31, 1985.

In witness of the Agreement, the parties to it have affixed their signatures this 6<sup>th</sup> day of October, 1983.

FOR THE JUDGES:

J. V. DiMartino  
J. V. DiMartino, A.J.S.C.

FOR THE UNION:

Peter A. Tortoreto  
Peter A. Tortoreto

David Litwin  
David Litwin

David B. Reader  
David B. Reader

Memorandum of Understanding

It is understood by the parties to this Memorandum of Understanding that, effective January 1, 1984, the office hours that Probation Officers and Senior Probation Officers are required to be on duty shall be increased from the current rate of the 33 hours per week to 35 hours per week.

The Chief Probation Officer, upon approval of the Assignment Judge, will set the daily attendance schedule.

In witness of this understanding the parties to it have affixed their signatures this *6<sup>th</sup>* day of *October*, 1983.

FOR THE JUDGES

*J. V. DiMartino*  
J. V. DiMartino, A.J.S.C.

FOR THE UNION

*Peter G. Tortoreto*

*David J. [unclear]*

*David B. [unclear]*

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