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OCEAN COUNTY PRINCIPAL PROBATION OFFICERS' 1979-81  
COLLECTIVE AGREEMENT

Article I - Agreement

**THIS DOES NOT  
CIRCULATE**

This agreement was entered into this 15<sup>th</sup> day of March 1979 by and between the Judges of the Superior Court of Ocean County, New Jersey (hereinafter referred to as the Judges) and the Principal Probation Officers' Association of Ocean County (hereinafter referred to as "Association").

Article II - Recognition and Pledge Against Discrimination

Section 1 -

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Principal Probation Officers I and II of the Ocean County Probation Department (hereinafter referred to collectively as probation officers) and excluding Manpower and temporary personnel, to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

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 -

Effective March 22, 1979, the minimum salary for the different titles of the Principal Probation Officer series shall be as follows:

<u>Title</u>	<u>Minimum Salary</u>
Principal Probation Officer I	\$ 18,360
Principal Probation Officer II	\$ 16,320

Section 2 -

Effective March 22, 1979 and retroactive to that date, each Principal Probation Officer shall receive an increase of 10% of his/her salary in existence on March 21, 1979.

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Section 3 -

Effective March 20, 1980, each Principal Probation Officer shall receive an increase of 9% of his/her salary in existence on March 19, 1980.

Section 4 -

Effective March 19, 1981, each Principal Probation Officer shall receive an increase of 8% of his/her salary in existence on March 18, 1981.

## 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 private vehicle on probation department business, shall be reimbursed at prevailing county mileage rate, presently seventeen cents (\$.17 per mile). Principal Probation Officers authorized to use their private vehicle 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. In the event that gasoline prices increase substantially during the term of this agreement, this provision may be subject to renegotiation.

Section 2 -

Principal Probation Officers required to use private vehicle on probation department business shall carry liability coverage for the use of their vehicle covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence, property damage in the amount of one hundred thousand dollars (\$100,000) for each occurrence. Each Principal Probation Officer shall receive an annual allowance of \$80.00 to help defray the costs of this coverage. Possession of such coverage shall be verified by submission of satisfactory evidence. The annual allowance shall be reimbursed by voucher semi-annually on October 1 and April 1 of each year of the agreement and payments will be prorated accordingly.

## Article V - Telephone and Clothing Allowance

Section 1 -

Each Principal Probation Officer may charge business telephone calls from their home to a 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.

Section 2 -

Principal Probation Officers shall receive a \$300 clothing allowance payable by voucher semi-annually on October 1 and April 1 of each of the contract years.

Article VI - Tuition Reimbursement

Section 1 -

Principal Probation Officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

- a. Prior approval in writing must be secured from the Chief Probation Officer;
- b. 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 Judges;
- c. Principal 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;
- d. The amount of reimbursement will be eighty percent (80%) of total tuition and mandatory tuitional fees of the approved courses, not to exceed four hundred dollars (\$400) per semester (Spring, Fall or Summer); and
- e. The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

Section 2 -

The tuition reimbursement program described in Section 1 shall be considered a fund of last resort. The amount of reimbursement provided under Section 1 shall be calculated after the

probation officer has received any other available sources of reimbursement (e.g. SLEPA or LEEP). Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

Section 3 -

In order to be entitled to tuition reimbursement, the Principal Probation Officer must be an employee of the probation department at both the time of registration and the time of course completion.

Article VII - Educational Awards

Section 1 -

Principal 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 Judges (with at least fifty percent (50%) of the credits being taken in the approved curriculum shall be entitled to an annual award of seven hundred and fifty dollars (\$750). 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. This award shall be payable as of the date on the transcript or diploma.

Section 2 -

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

Article VIII - Longevity

Principal Probation Officers shall continue to receive longevity payments as are granted generally to Ocean County employees. If, during the period covered by this agreement, the County grants to its employees any increase in longevity payments such increase shall simultaneously be awarded to probation officers.

Article IX - Promotions

Section 1 -

The basis for promotions will be the 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, dated May 12, 1966 or later.

Section 2 -

During the term of this agreement, a Principal Probation Officer II receiving a promotion to Principal Probation Officer I shall receive a salary increase of \$500 or receive the minimum salary for the new position, whichever is greater.

Article X - Holidays

Section 1 -

Principal 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 -

If a Principal 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, Principal Probation Officers are subject to reporting for duty pursuant to the directive issued by the Assignment Judge on February 15, 1978.

## Article XI - Vacation and Other Leave Credits

### Section 1 -

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

### Section 2 -

Principal Probation Officers shall receive 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 generally any increase in personal days, such increase shall simultaneously be awarded to probation officers.

### Section 3 -

Principal Probation Officers shall receive the same sick leave credits as are provided generally 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 -

Principal Probation Officers shall receive up to three 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 XII - Health and Welfare Benefits

Principal Probation Officers shall continue to be provided with all health and welfare benefits presently granted to Ocean County employees. If, during the term of this agreement, the county grants to its employees any additional health and welfare benefits, such as an optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to Principal Probation Officers.

### XIII - Provisional Appointment

Pursuant to Civil Service Rule 4:1-7.3(c), any Principal Probation Officer who receives a provisional appointment from the Judges to serve for an extended or indefinite period in a position higher than his permanent position shall be entitled to and shall receive at least the established minimum salary for the higher position, during the period such appointment is in effect.

### XIV - Meetings

Representatives of the Association may meet with the Chief Probation Officer and the 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 XV - Suspensions

No Principal 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., 4:1-16.7.

### Article XVI - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:13-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any Principal Probation Officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

#### Step 1

The grievance shall first be taken to the officer's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2

If not resolved at the above level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following 2 options for a final determination of the grievance:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- (b) He may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate any Court employee 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. (N.J.S.A. 34:13A-5-3)



#### Article XVII - Savings Clause

Should any article, section or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

#### Article XVIII - 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 XIX - 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 XXI - Work Continuity Clause

The Association covenants and agrees that for the lifetime of this agreement neither the Association or any person acting on its behalf, or a member of this bargaining unit, will cause, authorize or support, nor will any of the members of the bargaining unit participate in any: strike, i.e., the concerted failure to report for duty or willful absence of an employee from his/her position; stoppage of work or absenteeism in whole or in part from the full, faithful and proper performance of the employee's duties of employment, work stoppage or slow down, walkout or other job action against the Courts in the county. The Association agrees that such action would constitute a material breach of this agreement.

The Association, during the working life of this agreement, will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down or walkout or other job action against the Courts in the county by members of the bargaining unit.

Nothing contained herein shall be construed to limit or restrict the Superior Court Judges in their right to obtain and

seek such judicial relief as they may be entitled to, to have in law or in equity for an injunction or damages or both in the event of such breach by the Association or its members or members of the bargaining unit after exhausting the procedure set forth in this agreement.

Article XXII - Duration of Contract

Section 1 -


The provisions of this agreement shall be retroactive to March 22, 1979 and shall remain in full force and effect until March 18, 1981. By mutual concurrence of the parties, the provisions may be continued for an additional time period.

Section 2 -

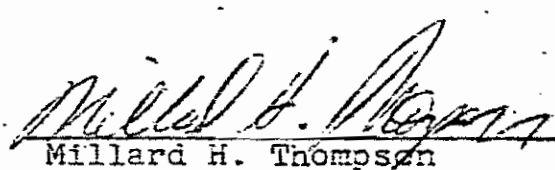
A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to March 1, 1981.

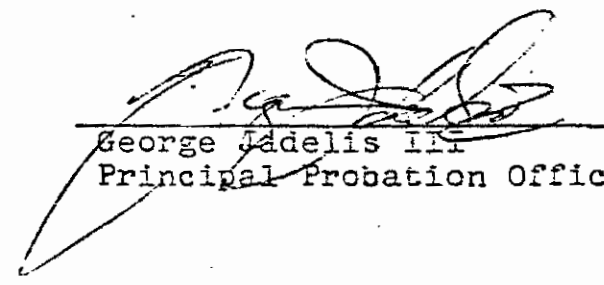
In witness of this agreement, the parties to it have affixed their signatures this 6<sup>th</sup> day of ~~JUNE~~, 1979.

FOR THE JUDGES

  
Honorable Harold C. White  
Superior Court Judge

FOR THE ASSOCIATION

  
Millard H. Thompson  
Principal Probation Office

  
George Jadelis III  
Principal Probation Office