

Cumberland County, Judge [unclear]  
and

Cumberland County Probation Officers' Association

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1988-89 Cumberland County Probation Officers' Collective Agreement

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X January 1, 1988 December 31, 1989

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**ARTICLE I - Agreement**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by and between the Assignment Judge for the Judges of the Superior County of Cumberland County, New Jersey (hereinafter referred to as the "Judge") and the Cumberland County Probation Association (hereinafter referred to as the "Association").

**ARTICLE II - Recognition**

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

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et al; statutes, court rules and case law 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. The parties 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.

**ARTICLE III - Salaries**

Section 1

Effective January 1, 1988, and retroactive to that date, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$16,500	\$23,712
Senior Probation Officers	20,280	29,000

Section 2

Effective January 1, 1988, and retroactive to that date, all probation officers hired prior to January 1, 1988 shall receive a four percent (4%) increase in their December 31, 1987 base salaries in accordance with Appendix "A" attached hereto.

Section 3

Effective July 1, 1988, and retroactive to that date, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$17,250	\$24,812
Senior Probation Officers	21,380	30,100

Section 4

Effective July 1, 1988, and retroactive to that date, all probation officers hired between January 1, 1985 and December 31, 1987 shall receive a nine hundred dollar (\$900) increase in their June 30, 1988 base salaries in accordance with Appendix "A" attached hereto.

Effective July 1, 1988, and retroactive to that date, all probation officers hired prior to January 1, 1985 shall receive an eleven hundred dollar (\$1,100) increase in their June 30, 1988 base salaries in accordance with Appendix "A" attached hereto.

Section 5

Effective January 1, 1989, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$17,750	\$25,712
Senior Probation Officers	22,280	31,000.

Section 6

Effective January 1, 1989, all probation officers shall receive a nine hundred dollar (\$900) increase in their December 31, 1988 base salaries in accordance with Appendix "B" attached hereto.

Section 7

Effective July 1, 1989, probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$18,500	\$26,612
<del>Senior Probation Officers</del>	<del>23,180</del>	<del>31,900</del>

Section 8

Effective July 1, 1989, all probation officers hired prior to January 1, 1989 shall receive a nine hundred dollar (\$900) increase in their June 30, 1989 base salaries in accordance with Appendix "B" attached hereto.

## ARTICLE IV - Automobiles

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 established by Cumberland County for its employees. Retroactive to January 1, 1986 and for the duration of this Agreement, the reimbursement rate shall be consistent with the rate

established by Cumberland County. 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.

#### ARTICLE V - Cash Educational Award

##### Section 1

Retroactive to January 1, 1988, each probation officer who has, or shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, 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 Assignment Judge, shall be entitled to an annual award of \$700. This award shall be prorated to the end of the calendar year in which the degree was awarded, provided there is submitted evidence of such attainment to the Chief Probation Officer.

##### Section 2

The annual award shall be paid as a lump sum within the first pay period of July.

##### Section 3

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

##### Section 4

If during the term of this Agreement the county contractually agrees to providing monies for an educational fund, the parties agree to meet and discuss educational funding.

#### ARTICLE VI - Promotional Increment

Each probation officer receiving a promotion from the probation officer title to senior probation officer shall receive a salary adjustment of \$750.

#### ARTICLE VII - Vacation and Other Leave Credits

Pursuant to R. 1:30-5(b), probation officers of the Cumberland County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Such leave credits include, but are not limited to, personal and funeral leave.

ARTICLE VIII - 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
- 3rd Monday in January.....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 any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE IX - Health and Welfare Benefits

Section 1

Probation officers shall receive the same health and welfare benefits provided to Cumberland County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan. If, ~~during the term of this Agreement, the county grants to its employees generally~~ additional health and welfare benefits, such as an optical or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Section 2

Each probation officer who retires and has earned, but has not used his/her accumulated sick leave shall be entitled to receive 50 percent (50%) of the sick time as severance pay not to exceed \$6,000, in accordance with county policy.

ARTICLE X - Liability Insurance

Probation officers are entitled to the same liability insurance coverage, pursuant to the county's policy for such coverage, as is provided for other county employees generally.

ARTICLE XI - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two (2) probation officers who are to be designated as representatives for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or alternative representative.

Section 2

Time off with pay shall be provided for official representatives of the Association, 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.A. 38:23-2, and 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 XII - Association Dues

Upon written authorization in conformance with the provisions of N.J.S.A. 52:14-15.9(e), from any officer who is covered by this Agreement, the county has agreed to deduct from the officer's pay each calendar month the Association dues as fixed by the Association which dues shall after deductions be remitted to the Association. Such practice shall continue during the life of this Agreement provided the agreement between the Judge and the county officials remains in effect.

The Association agrees to indemnify and save the Judges harmless from any suit or liability arising because of action taken or not taken pursuant to this Article.

ARTICLE XIII - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Association notices and information, subject to reasonable regulation by the Chief Probation Officer.

ARTICLE XIV - Notice of Vacancies

Job vacancies shall be posted in accordance with Civil Service rules and regulations. All job vacancies for probation officers and senior probation officers shall be posted for a minimum of five (5) working days. The Chief Probation Officer retains the right to move personnel during the posting period. Anyone interested in the posted position must apply in writing to the Chief Probation Officer. It is understood that selection is a management decision.

**ARTICLE XV - Policy on New Jersey Department of Personnel (formerly Civil Service)**

The administrative and procedural provisions and controls of New Jersey Department of Personnel 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 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 effecting them, if not otherwise provided for in law or in applicable rule 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, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, the officer may choose to utilize one of the following two options:

- (a) The officer may appeal to the New Jersey Department of Personnel Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case, or
- (b) The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to him for disposition.

All 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/her choosing, or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies, or grievances established by any other statute, grievance procedures established herein shall be utilized to cover any dispute covered by the terms of this Agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal work day.

#### ARTICLE XVII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

#### ARTICLE XVIII - 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 mutual consent and upon the happening of some unforeseen event.

#### ARTICLE XIX - Duration of Agreement

##### Section 1

~~The provisions of this Agreement shall be retroactive to January 1, 1988~~ and shall remain in full force and effect until December 31, 1989. 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 should be given at least sixty (60) days prior to December 31, 1989.

In witness of this Agreement, the parties to it have affixed their signatures the \_\_\_\_\_ day of \_\_\_\_\_, 1988.

FOR THE JUDGE

Samuel G. DeSimone, A.J.S.C.

FOR THE ASSOCIATION

John Schubert  
Gail J. Weir  
Richard Christie

APPENDIX A

Probation Officers

<u>1987 Base Salary</u>	<u>January 1, 1988 Base Salary</u>	<u>July 1, 1988 Base Salary</u>
	Starting Salary \$16,500	Starting Salary \$17,250
\$16,000	16,640	17,540
16,200	16,848	17,748
16,500	17,160	18,060
17,050	17,732	18,832
19,600	20,384	21,484
20,600	21,424	22,524

Senior Probation Officers

\$21,100	\$21,944	\$23,044
21,305	22,157	23,257
21,725	22,594	23,694
21,862	22,736	23,836
22,250	23,140	24,240
23,025	23,946	25,046
25,123	26,128	27,228
25,275	26,286	27,386
25,900	26,936	28,036
27,500	28,600	29,700
27,854	28,968	30,068

APPENDIX B

Probation Officers

<u>1988 Base Salary</u>	<u>January 1, 1989 Base Salary</u>	<u>July 1, 1989 Base Salary</u>
	Starting Salary \$17,750	Starting Salary \$18,500
\$17,250	18,150	19,050
17,540	18,440	19,340
17,748	18,648	19,548
18,060	18,960	19,860
18,832	19,732	20,632
21,484	22,384	23,284
22,524	23,424	24,324

Senior Probation Officers

\$23,044	\$23,944	\$24,844
23,257	24,157	25,057
23,694	24,594	25,494
23,836	24,736	25,636
24,240	25,140	26,040
25,046	25,946	26,846
27,228	28,128	29,028
27,386	28,286	29,186
28,036	28,936	29,836
29,700	30,600	31,500
30,068	30,968	31,868