

Contract # 957

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1994 OCEAN COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1994 Ocean County Principal Probation Officers' Collective Agreement

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**ARTICLE I - AGREEMENT**

This Agreement is entered into this 7 day of JUNE 1994 by and between the Assignment Judge of the Superior Court of Ocean County, New Jersey (hereinafter referred to as the "Judge") and the Ocean County Principal Probation Officers' Association (hereinafter referred to as the "Association").

**ARTICLE II - RECOGNITION AND PLEDGE AGAINST DISCRIMINATION**

Section 1

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

Section 2

The provisions of this Agreement shall be applied 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 April 1, 1994 and retroactive to that date, Principal Probation Officers II and Principal Probation Officers I salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$45,000	\$57,000
Principal Probation Officer I	55,000	59,500

Section 2

Effective April 1, 1994 and retroactive to that date, each Principal Probation Officer II and Principal Probation Officer I shall receive an increase in his/her March 31, 1994 base salary in accordance with Appendix A attached hereto.

Section 3

Effective October 1, 1994, Principal Probation Officers II and Principal Probation Officers I salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$45,000	\$58,000
Principal Probation Officer I	55,000	59,500

Section 4

Effective October 1, 1994, each Principal Probation Officer II and Principal Probation Officer I shall receive an increase in his/her September 30, 1994 base salary in accordance with Appendix A attached hereto.

Section 5

Effective October 1, 1994, any Principal Probation Officer I whose September 30, 1994 base salary exceeds \$59,000 shall receive a one-time lump sum payment of one thousand dollars (\$1,000) not to be added to his/her base salary.

**ARTICLE IV - PROMOTIONAL**

A Senior Probation Officer receiving a promotion to Principal Probation Officer II shall receive a salary adjustment of one thousand dollars (\$1,000) or the minimum of the new range, whichever is greater.

**ARTICLE V - AUTOMOBILES****Section 1**

As authorized by N.J.S.A. 2A:168.8, a Principal Probation Officer, when designated by the Vicinage Chief Probation Officer/Division Manager to use his/her vehicle on Judicial business, shall be reimbursed at the prevailing county mileage rate. Principal Probation Officers authorized to use their private vehicles shall keep a monthly record specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Vicinage Chief Probation Officer/Division Manager.

**Section 2**

No officer shall be required to transport a client or prisoner in his/her own vehicle.

**ARTICLE VI - TELEPHONE ALLOWANCE AND PAGER DUTY****Section 1**

Each Principal Probation Officer may charge business telephone calls from their home to the Probation Department number in accordance with rules prepared by the Vicinage Chief Probation Officer/Division Manager. 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 Vicinage Chief Probation Officer/Division Manager.

**Section 2**

Each officer required to be on call for twenty-four hour pager duty for a full week in accordance with departmental regulations, shall receive one hundred twenty-five dollars (\$125) for that week.

**ARTICLE VII - CASH EDUCATION AWARD****Section 1**

Each Principal Probation Officer who has 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 Vicinage Chief Probation Officer/Division Manager and approved by the Judge or his designee, shall be entitled to an annual award equal to \$1,000. The decision of the Judge shall be final and not subject to further appeal. This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Vicinage Chief Probation Officer/Division Manager.

**Section 2**

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

**ARTICLE VIII - TUITION REIMBURSEMENT****Section 1**

Principal Probation Officers shall be eligible for tuition reimbursement for approved graduate courses taken at an accredited college or university. The following rules and regulations shall govern the financial reimbursement of officers.

- a. Written intention to enroll in a graduate program shall be given to Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager by September 30th. Thereafter, tuition reimbursement shall be subject to availability of funds. Those already matriculated need not notify the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager, the assumption being that the officer will continue his/her educational program.
- b. Prior approval of courses in writing (at least thirty (30) days before the start of classes) must be secured from the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager with the approval of the Assignment Judge to assure that adequate funding is available and the proposed course of study is appropriate.
- c. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation, as determined by the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager and approved by the Assignment Judge. It is understood by all parties to this Agreement that law school tuition is not applicable under this Article.
- d. Reimbursement will be contingent upon proof of completion of the course or courses with a grade of "C" or better. In those courses so designated "Pass/Fail", a "Pass" will be the acceptable grade.
- e. Reimbursement to eligible officers will be made first to those currently enrolled in a program and then in order of application until such time as the budgeted amount is exhausted. If more than one officer applies at the same time, then seniority will become the deciding factor. In no case can an officer receive reimbursement for more than twelve (12) credits in a calendar year.
- f. Reimbursement shall be limited to the per credit tuition charges prevailing at Rutgers, the State University.

**Section 2**

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.

**Section 3**

This Article pertains only to permanent employees. It is understood by both parties to this Agreement that newly hired provisional employees are not eligible for tuition reimbursement.

**ARTICLE IX - 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. 36:101, these thirteen (13) legal holidays shall include:

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

**Section 2**

If a 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 X - MEALS****Section 1**

Principal Probation Officers who are required to remain on duty through dinner time (6:00 p.m.) shall receive a supper allowance of \$8.50. Reimbursement shall be made after submission of a voucher and receipt in accordance with the provisions of N.J.S.A. 2A:168-8.

**Section 2**

Principal Probation Officers who are on official probation department assignment that requires their presence outside their normal work site, shall be paid a lunch allowance of \$6.50. Reimbursement shall be made after submission of a voucher and receipt in accordance with the provisions of N.J.S.A. 2A:168-8.

**ARTICLE XI - LONGEVITY****Section 1**

Principal Probation Officers shall receive longevity salary benefits according to the following schedule:

Completion of 7 years of service - 3.0%  
 Completion of 12 years of service - 4.6%  
 Completion of 17 years of service - 5.7%  
 Completion of 22 years of service - 6.5%  
 Completion of 27 years of service - 7.3%  
 Completion of 32 years of service - 8.0%

**ARTICLE XIII - VACATION****Section 1**

Vacation Leave will be granted to each full-time employee, in hours, on the following basis:

For a Principal Probation Officer with no more than twelve (12) months of service - One (1) day, in hours, for each calendar month employed.

For a Principal Probation Officer who has served one (1) year and one (1) day up to a total of four (4) years - twelve (12) working days, in hours, per year.

For a Principal Probation Officer who has served four (4) years and one (1) day up to eleven (11) years - fifteen (15) working days, in hours, per year.

For a Principal Probation Officer who has served eleven (11) years and one (1) day up to nineteen (19) years - twenty (20) working days, in hours, per year.

For a Principal Probation Officer who has served nineteen (19) years and one (1) day - twenty-five (25) working days, in hours, per year.

**Section 2**

Each Principal Probation Officer shall be informed of his/her vacation time through utilization of the County's computer system. Any Principal Probation Officer leaving the service of the Judiciary shall have unused vacation time paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the Principal Probation Officer's last pay along with any other unearned time that the Principal Probation Officer has utilized.

**ARTICLE XIII - PERSONAL DAYS****Section 1**

Each Principal Probation Officer shall be eligible for three (3) days of personal leave, which may be used for personal business which cannot be conducted after the workday. Use of personal days shall require forty-eight (48) hours' notice, except in the case of an emergency. The Principal Probation Officer must have the permission of his or her immediate supervisor before personal leave can be taken. Personal leave shall not be unreasonably denied.

**Section 2**

Personal days shall not be carried over from one calendar year to the next and must be used in increments of one (1) full day.

**ARTICLE XIV - SICK LEAVE****Section 1**

Sick leave shall accumulate at the rate of one and one-quarter (1 $\frac{1}{4}$ ) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that the employee shall remain in the service of the Judiciary for the remainder of the calendar year and the total number of sick days, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year and more sick leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave

shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for Worker's Compensation, shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

### Section 2

Principal Probation Officers are also eligible for coverage under the employer's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half ( $\frac{1}{2}$ ) pay for earned and unused sick leave hours to a maximum of twelve thousand dollars (\$12,000). Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

### Section 3

All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

## **ARTICLE XV - BEREAVEMENT**

### Section 1

All Principal Probation Officers shall have up to three (3) days leave in the event of a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt or uncle of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

### Section 2

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services.

### Section 3

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

## **ARTICLE XVI - HEALTH AND WELFARE BENEFITS**

### Section 1 - Hospital, Surgical and Major Medical

All employees covered by this Agreement shall be permitted to enroll in a County-paid health plan after the first month following three (3) months of employment.

The eligible employee may select traditional hospitalization, medical/surgical, with Major Medical insurance. There shall not be a change in this existing plan except in the case of a new plan that is equivalent or better.

In the alternative, employees may opt for coverage under any existing Health Maintenance Organization (HMO) with supplemental coverage or other such



HMO plans as may be made available by the County, subject to all rules, regulations, limitations or restrictions which applies to those plans.

Should the County choose to provide coverage through participation in the New Jersey Health Benefits Plan, the union recognizes that coverage as "equivalent or better."

The eligible employee may change his or her coverage from traditional hospitalization, medical/surgical, with Major Medical insurance to any existing HMO or vice versa, only during an announced open enrollment each year after having enrolled in the former plan for a minimum of one (1) full year.

Regardless of their selection, employees are specifically ineligible for any deductible reimbursement.

## Section 2

When a member of this bargaining unit is granted the privilege of a leave of absence without pay for either illness or Family Leave, health coverage under articles providing for hospital, surgical, major medical, family dental plan and family prescription plan, will continue at County expense for the balance of the month in which the leave is granted, plus up to an additional three (3) months. After that time has lapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by an employee under the COBRA Plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

## Section 3 - Extended Health Benefits

A. The Employer agrees to continue traditional hospitalization, medical/surgical, with major medical coverage, or HMO or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who takes a PERS or PFRS retirement as set forth in section (b) below.

B. The Employer agrees to continue traditional hospitalization, medical/surgical, with major medical coverage, or HMO or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement plus the Family Prescription Plan for members of this bargaining unit who take a PFRS or PERS retirement after twenty-five (25) or more years of service to Ocean County and/or the Ocean County Judiciary. Coverage will continue through the balance of the calendar year during which the retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April, 1989, extended coverage will continue through December 31, 1991.

C. The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child/ren" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Association agrees that the Ocean County Department of Employee Relations will be notified of any changes in individual circumstances which may permit a reduced level of coverage.

D. All other employee benefits, with the exception of those specifically described above, shall terminate upon retirement in accordance with the customary practices.

- (1) The Employer shall provide, at no cost to the employee, a description and explanation of coverages and benefits with instructions as to procedures to be used in making and processing claims thereunder.
- (2) All employees covered by this Agreement shall be entitled to the benefits of the County Vision Care

Program subject to the guidelines established and administered by the Department of Insurance and Risk Management.

#### Section 4 - Family Dental Plan

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider; provided, however, that any employee with three (3) or more months of service with the County of Ocean or the Ocean County Judiciary as of the effective date of this plan shall be covered immediately.

The Family Dental Plan will be made available to eligible employees, spouses and children to age nineteen (19) and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three (3) members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and Diagnostic (x-rays, cleaning, check-up, etc.).....	100%
Treatment and Therapy (fillings).....	80%
Prosthodontics, Periodontics, Inlays, Caps and Crowns, Oral Surgery (ambulatory).....	50%
Orthodontics (limited to \$800 per patient over a 5 year period).....	50%

#### Section 5 - Family Prescription Plan

Effective January 1, 1993, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a comprehensive Family Prescription Plan. Coverage for legend prescription drugs will be provided for the employee, spouse and children to age twenty-three (23) and will include contraceptives. Employees will be responsible for a \$3.00 co-payment for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

### **ARTICLE XVII - PERSONNEL FILE**

Each officer shall have access to his/her own personnel files during reasonable working hours upon written notification to the Vicinage Chief Probation Officer/Division Manager. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. A copy of any document subsequently placed in the personnel file shall be given to the affected employee.

### **ARTICLE XVIII - ASSOCIATION RIGHTS**

#### Section 1

The Association shall furnish to the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager the names of three (3) Principal Probation Officers who are to be designated as Association representatives for the purpose of handling grievances. The Association shall

also notify the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager of any changes in the designated representatives.

## Section 2

Time off with pay shall be provided for designated representatives of the Association for the purpose of handling employee's grievances/complaints. Such time off with pay shall not exceed an aggregate of eighteen (18) days in each contract year. The Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager or his designee shall be notified at least twenty-four (24) hours in advance of using any portion of the aforementioned time.

## Section 3

Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, hearings, or conferences not related to grievances, he/she shall suffer no loss in pay or benefits, and that time shall not be deducted from the allotment of days guaranteed by Section 2 of this Article.

## Section 4

The employer shall furnish a bulletin board for exclusive use by the Association. The Association may post notices of meetings, Association business, social and recreational events. The location of the bulletin board shall be mutually agreed to by the Association and the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager.

## Section 5

The employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction, the amount of Association dues and to transmit the dues to the Association. The form of written authorization shall comply with applicable statutory requirements and shall be mutually agreed to by the employer and Association.

The Association shall indemnify, defend, and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of dues deductions taken by the employer in reliance upon salary deduction authorization cards submitted by the Association.

## Section 6

Every employee shall have the right to freely join, organize and support the Association. The employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by state or federal laws, nor shall it discriminate against any employee with respect to hours, wages or other terms and conditions of employment by reason of his or her membership in the Association or his or her institution of any grievance or complaint with respect to terms and conditions of employment.

## Section 7

Any employee who is required to appear before a supervisor on any matter other than an evaluation conference which the employee reasonably believes may have an adverse effect on his/her employment, shall be entitled to prior written notice of the meeting and its purpose and shall be entitled to representation of his/her choosing at said meeting.

## **ARTICLE XIX - MANAGEMENT RIGHTS**

The Superior Court and the Assignment Judge reserve to themselves and their agents full jurisdiction and authority over matters of policy, work rules and regulations, and retain the right, subject only to the specific limitations imposed by language of this Agreement, in accordance with applicable laws and

regulations, among the rights that are retained, but not limited to, are the following:

- a. To direct the employees of the unit.
- b. To hire, promote, transfer, assign and retain employees in positions in the unit and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against permanent employees.
- c. To relieve employees from duties because of lack of work or for other legitimate reasons.
- d. To maintain the efficiency of the operations of the Probation Department entrusted to the Assignment Judge.
- e. To determine the methods, means and personnel by which such operations are to be conducted.
- f. To take whatever actions may be necessary to carry out the mission of the Court and the Probation Department.
- g. 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 by the Assistant Trial Court Administrator/Vicinage Chief Probation Officer/Division Manager which need not be in writing.

#### ARTICLE XX - GRIEVANCE PROCEDURE

The parties agree that a complaint or grievance of any Principal Probation Officer relating to the interpretation, application or violation of policies, agreements and administration decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

##### Step 1

The grievance shall first be taken to the officer's immediate supervisor within fifteen (15) working days from the date the grievant or the majority representatives should reasonably have known that an alleged violation had occurred, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

##### Step 2

If not resolved at the supervisory level (Step 1), the grievance shall be put in writing and submitted to the Vicinage Chief Probation Officer/Division Manager within ten (10) working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned. The Vicinage Chief Probation Officer/Division Manager 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 Vicinage Chief Probation Officer/Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

**Step 3**

If the grievance is not resolved at Step 2, the grievant may, within ten (10) working days from the date a decision was rendered in Step 2, choose to utilize one of the following two options:

- (a) The officer may appear to the Department of Personnel under the laws and rules governing the operation of that agency, provided that the Department of Personnel agrees to hear the case, or
- (b) He/She may appeal to the Assignment Judge or a Superior Court Judge acting on his/her behalf in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association 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 by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

**ARTICLE XXI - POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL**

The administrative and procedural provisions and controls of the 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 whether 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 XXII - SEVERABILITY**

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

**ARTICLE XXIII - 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 XXIV - MAINTENANCE OF BENEFITS

Except as specifically modified, deleted or changed by this Agreement, all benefits existing at the time of this Agreement shall continue in effect for the duration of this contract. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce or detract from any employee benefit existing prior to this date.

ARTICLE XXV - 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 XXVI - DURATION OF AGREEMENT

Section 1

The provisions of this Agreement shall become effective on April 1, 1994 and shall remain in full force and effect until December 31, 1994, or until the parties' negotiate a successor Agreement.

Section 2

The parties agree to commence negotiations for a successor contract not less than ninety (90) days prior to the expiration date of this Agreement.

In witness to this Agreement, the parties to it have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

FOR THE JUDGE

Eugene D. Serpentelli  
Eugene D. Serpentelli, A.J.S.C.

FOR THE ASSOCIATION

Michael L. ...  
Michael L. ...  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

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MARCH 31, 1994  
BASE SALARY

APRIL 1, 1994  
BASE SALARY

OCTOBER 1, 1994  
BASE SALARY

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PRINCIPAL PROBATION OFFICERS II

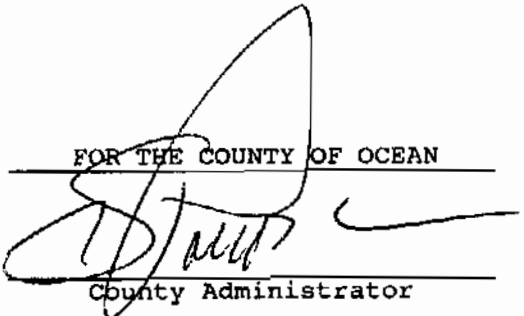
\$47,500 .....	\$49,000 .....	\$50,500
\$51,200 .....	\$52,500 .....	\$54,100
\$55,200 .....	\$56,550 .....	\$58,000

PRINCIPAL PROBATION OFFICERS I

\$55,200 .....	\$56,500 <sup>12</sup> .....	\$58,100
\$56,270 .....	\$57,570 .....	\$59,000
\$57,950 .....	\$59,500 .....	\$59,500

UNDERSTANDING

At the request of the Judiciary, the Administration of the County of Ocean was actively involved in the discussions of the 1994 Ocean County Principal Probation Officers' Collective Agreement and, as a result, does not disagree with any of the terms contained herein.

FOR THE COUNTY OF OCEAN  
  
County Administrator

Witnessed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1994.

  
\_\_\_\_\_  
Frank W. Kirkleski, Jr.  
Trial Court Administrator