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WARREN COUNTY 1979-80 PROBATION OFFICERS' COLLECTIVE AGREEMENT

1/1/79 - 12/31/80

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1979-80 WARREN COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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Article 1 - Agreement

This agreement entered into this ^{10th} day of December 1979 by and between the Judges of the Superior Court of Warren County, New Jersey (hereinafter referred to as the Judges) and the Warren County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Warren County Probation Department (hereinafter referred to collectively as probation officers) 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.

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 - Pledge Against Discrimination

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

Article IV - Salaries

Section 1

Effective January 1, 1979 (and made retroactive to that date) probation officer and senior probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,365	\$15,342
Senior Probation Officer	\$13,157	\$19,097

Section 2

Effective January 1, 1979 (and made retroactive to that date), each probation officer employed by the department prior to the year 1978 shall receive a salary adjustment equal to 7.5% of his/her base salary in existence on December 31, 1978.

Section 3

Effective January 1, 1980, probation officer and senior probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,365	\$15,342
Senior Probation Officer	\$13,157	\$20,733 \$20,529

Section 4

Effective January 1, 1980, each probation officer employed by the probation department prior to the year 1979, shall receive a salary adjustment equal to 7.5% of his/her base salary in existence on December 31, 1979.

Article V - Cash Educational Award

Section 1

Effective January 1, 1979, each probation officer who obtains 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 shall be entitled to an annual award of \$125 upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree. Effective January 1, 1980, this award shall be increased to \$250.

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 VI - Longevity

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

Article VII - Automobile Allowance

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 (now 16¢). If, during the period covered by this agreement, the county increases the mileage rate, such increase shall simultaneously be granted to probation officers

Section 2

Probation officers authorized to use their private vehicles shall keep written records specifying dates and use, points of travel, mileage travelled and shall sign and transmit the records semi-monthly to the Chief Probation Officer on forms provided to them for this purpose.

Article VIII - Promotions

Effective January 1, 1979, any probation officer receiving a promotion to senior probation officer shall receive an increase of \$600 or the minimum salary fixed for the position to which the officer is being promoted, whichever is greater.

Article IX - Vacation and Other Leave Credits

Pursuant to R. 130-5(b), probation officers of the Warren County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county.

Article X - 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 Veterans' 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 XI - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Warren County employees generally. The benefits include, but are not limited to, a non-contributory hospital and medical plan as provided by the Connecticut General Insurance Company. If, during the term of this agreement, the county grants to its employees generally 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 probation officers.

Section 2

Probation officers shall receive the benefits of the county established plan for payment for unused sick leave on retirement.

Article XII - Meetings

Representatives of the Association may meet with the Judges or their representative to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

Article XIII - Association Representatives

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association representatives 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.

Article XIV - 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 19:12-5.3 and 19:12-5.4, 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 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 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, he may choose to utilize one of the following two 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/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 any representative who is not an employee of the Court 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. (N.J.S.A. 34:13A-5.3)

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

Article XV - 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 XVI - 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 XVII - Duration of Agreement

Section 1

The provisions of this agreement shall be retroactive to January 1, 1979 and shall remain in full force and effect until December 31, 1980. By mutual concurrence of the parties,

they may be continued for an additional time period.

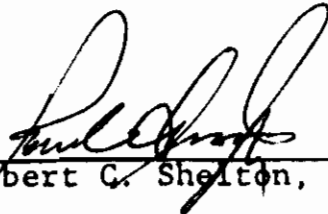
Section 2

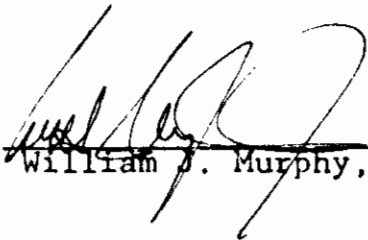
A written notice to terminate or modify this agreement is required to be given at least 60 days prior to December 31, 1980.

In witness of this agreement, the parties to it have affixed their signatures this 10th day of December 1979.

FOR THE JUDGES

FOR THE ASSOCIATION


Robert C. Shelton, Jr., J.S.C.


William J. Murphy, Jr.