

Contract no. 957

LIBRARY
INSTITUTE OF MANAGEMENT
198

JUN 1989

RUTGERS UNIVERSITY

1989-92 Ocean County Probation Officers' Collective Agreement

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1989-92 OCEAN COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this 13th day of July 1990 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 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 Senior Probation Officers and the Probation Officers of the Ocean County Probation Department (hereinafter referred to collectively as "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 - Salary

Section 1

Effective April 1, 1989, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$19,250	\$25,000
Senior Probation Officers	21,150	41,500

Section 2

Effective April 1, 1989, and retroactive to that date, each Probation Officer and Senior Probation Officer on the payroll as of March 31, 1989, shall be paid in accordance with Appendix A attached hereto.

Section 3

Effective August 1, 1989, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

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<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$20,750	\$26,500
Senior Probation Officers	22,050	41,500

Section 4

Effective August 1, 1989, and retroactive to that date, each Probation Officer and Senior Probation Officer on the payroll as of July 31, 1989 shall be paid in accordance with Schedule E attached hereto.

Section 5

Effective April 1, 1990, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$21,000	\$26,750
Senior Probation Officers	23,000	43,000

Section 6

Effective April 1, 1990, and retroactive to that date, each Probation Officer and Senior Probation Officer on the payroll as of March 31, 1990 shall be paid in accordance with Appendix C attached hereto.

Section 7

Effective August 15, 1990, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$23,000	\$28,000
Senior Probation Officers	24,500	43,000

Section 8

Effective August 15, 1990, each Probation Officer and Senior Probation Officer on the payroll as of July 31, 1990 shall be paid in accordance with Appendix D attached hereto.

Section 9

Effective April 1, 1991, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

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<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$24,500	\$29,500
Senior Probation Officers	26,000	45,000

Section 10

Effective April 1, 1991, each Probation Officer and Senior Probation Officer on the payroll as of March 31, 1991 shall be paid in accordance with Appendix E attached hereto.

ARTICLE IV - Stipends

Section 1

Any Probation or Senior Probation Officer having been certified by the New Jersey Department of Personnel variant title "Probation Officer Bilingual (Spanish/English)" and who is utilizing the bilingual skills to meet the needs of the Ocean County Probation Department as determined by management, shall be entitled to an annual award of nine hundred dollars (\$900) effective April 1, 1989, and retroactive to that date.

Effective April 1, 1991, the amount of the annual stipend shall be one thousand dollars (\$1,000).

Section 2

Probation Officers and Senior Probation Officers who have, or who shall hereafter obtain, a Certified Alcohol Counselor, Certified Alcoholism and Drug Counselor or Certified Drug Counselor certificate shall be entitled, upon submission to and verification of the certification by the Assignment Judge or his designee, to an annual award of nine hundred dollars (\$900) effective April 1, 1989, and retroactive to that date.

Effective April 1, 1991, the amount of the annual stipend shall be one thousand dollars (\$1,000).

Section 3

Officers assigned to the newly created position of Supervised Visitation/Child Placement Coordinators shall receive ten percent (10%) above and beyond their base salary retroactive to May 18, 1989, and for the duration of the assignment involving additional and/or non-traditional working hours.

Section 4

Officers assigned to the six week pilot project for Supervision during the spring of 1989 are entitled to hour for hour compensatory

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time off. In the event such compensatory time has not yet been taken, it is to be arranged between the officer and his/her supervisor.

ARTICLE V - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Vicinage Chief Probation Officer to use his/her vehicle on Probation Department business shall be reimbursed at the rate of twenty cents (20¢) per mile. 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.

Section 2

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

Section 3

The automobile insurance stipend of one hundred fifty dollars (\$150) shall be terminated at the time of payment of the October, 1990 installment for the previous six (6) month period. Management agrees to utilize their efforts to secure and assign County vehicles for probation officers' business use to reduce the need for officers to utilize their personal vehicles for such use. The County has previously furnished to the Association evidence of insurance liability protection in the event of civil suits.

ARTICLE VI - Telephone Allowance and Pager Duty

Section 1

Each 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. 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.

Section 2

Effective April 1, 1989, each officer required to be on call for 24-hour pager duty for a full week in accordance with departmental regulations shall receive \$125 for that week.

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ARTICLE VII - Tuition Reimbursement

Section 1

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 by September 30th. Thereafter, tuition reimbursement shall be subject to availability to funds. Those already matriculated need not notify the Assistant Trial Court Administrator/Vicinage Chief Probation Officer, 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 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 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 probation officer must be an employee of the probation department at both the time of registration and the time of course completion.

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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

→ "DEGREE PAY"

ARTICLE VIII - Cash Education Award

Section 1

Effective April 1, 1989, and retroactive to the probation officer who has or who shall hereafter obtain a 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 and approved by the Judge or his designee, shall be entitled to an annual award equal to \$900. 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.

Section 2

Effective April 1, 1991, each 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 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.

Section 3

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

ARTICLE IX - Promotional Increment

During the term of this Agreement, a Probation Officer receiving a promotion to Senior Probation Officer shall receive a salary adjustment of 7% of his/her base salary in existence on the date of the promotion or shall receive the minimum salary in existence for that position, whichever is greater.

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ARTICLE X - Meals

Section 1

Probation officers who are required to remain on duty through dinner time (6 p.m.) shall receive a supper allowance of \$7.50 effective April 1, 1989, and retroactive to that date. Effective April 1, 1990, the supper allowance shall be increased to \$8.00. Effective April 1, 1991, the supper allowance shall be increased to \$8.50. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 2

Probation officers who are on official probation department assignment that requires their presence outside their normal work site, shall be paid a lunch allowance as follows:

Effective April 1, 1989, and retroactive to that date - \$5.50.

Effective April 1, 1990, and retroactive to that date - \$6.00

Effective April 1, 1991 - \$6.50

ARTICLE XI - Longevity

Section 1

Effective April 1, 1989, probation officers shall continue to receive longevity salary benefits according to the following schedule:

- Completion of 10 years of service - 3.5%
- Completion of 15 years of service - 4.6%
- Completion of 20 years of service - 5.7%
- Completion of 25 years of service - 6.0%
- Completion of 30 years of service - 7.0%

Section 2

Effective January 1, 1992, 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%

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Section 3

The Judiciary and the County shall continue to pay out longevity salary adjustments in accordance with the previous practice and policies.

ARTICLE XII - 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 a 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 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, probation officers are subject to reporting for duty pursuant to the directive issued by the Assignment Judge on February 15, 1978.

ARTICLE XIII - Vacation

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

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ARTICLE XIV - Personal Days

Probation officers shall receive three (3) days personal leave per calendar year upon receiving permission from the Vicinage Chief Probation Officer or his designee. Personal leave must be used as full-day units and only in the year in which the leave is granted. Personal leave may not be accumulated and will be forfeited if not used. If during the period covered by this Agreement, the County grants to its employees any increase in personal leave, such increase shall simultaneously be awarded to probation officers.

ARTICLE XV - Sick Leave

Probation officers shall receive the same sick leave credits as are currently provided 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 one-half ($\frac{1}{2}$) day's pay for each earned and unused sick day to a maximum of \$12,000). Employees will have a choice of selecting either a lump sum payment or payments spread over a three (3) year period.

If during the period covered by this Agreement, the County grants to its employees generally any increase in the above, such increase shall simultaneously be awarded to probation officers.

ARTICLE XVI - Bereavement

Probation officers shall receive 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, uncle, and any other member of the immediate household, such leave being separate and distinct from any other leave. Additionally, an officer shall be entitled to one (1) day leave in the event of the death of an aunt, uncle or grandparent of the officer's spouse. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

ARTICLE XVII - 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 1st of the month following three (3) full months of employment.

The eligible employee may select conventional Blue Cross/Blue Shield with Major Medical insurance. There shall be no change in this coverage except in the case of a new plan that is equivalent or better.

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Or, employees may opt for coverage under the Medigroup Shoreline HMO with supplemental coverage or such other HMO plans as may be made available by the County, subject to all rules, regulations, limitations, or restrictions which apply to those plans.

The eligible employee may change their coverage from BC/BS to an HMO, or vice versa, only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one (1) full year.

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

Section 2 - Extended Health Benefits

(a) The Board agrees to continue Blue Cross, Blue Shield and Major Medical coverage, or Medigroup Shoreline 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 take a PERS or PFRS retirement as set forth in section (b) below.

(b) Effective April 1, 1989, the Board agrees to continue Blue Cross/Blue Shield and Major Medical coverage or Medigroup Shoreline 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.

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Section 3 - 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 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 4 - Family Prescription Plan

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or another suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include oral contraceptives. Employees will be responsible for a \$2.00 co-pay prescription.

ARTICLE XVIII - Provisional Appointment

Pursuant to the Department of Personnel Rule 4:1-7.3(c), any probation officer who receives a provisional appointment from the Judge to serve for an extended or indefinite period in a position higher than

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his/her permanent position shall be entitled to and receive the promotional increment as per Article IX, of this Agreement for the higher position during the time such appointment is in effect.

ARTICLE XIX - Association Rights

Section 1

The Association shall furnish to the Assistant Trial Court Administrator/Vicinage Chief Probation Officer the names of three (3) 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 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 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.

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.

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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 affect 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 XX - 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.

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- f. To take whatever actions may be necessary to carry out the mission of the Court and the Probation Department.

ARTICLE XXI - Meetings

Representatives of the Association may meet with the Vicinage Chief Probation Officer and the Assignment 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 XXII - Suspension

No probation officer shall be suspended unless said suspension is imposed in strict accordance with the Department of Personnel rules and regulations governing such matters, e.g., N.J.A.C. 4:1-16.7.

ARTICLE XXIII - Notice of Vacancies and Transfers

Section 1

When a vacancy in a promotional position occurs in a section or division, the unit head will alert the section or division staff as to the vacancy. The Association may then have probation officers submit letters of interest to the appropriate Principal Probation Officer for transmittal to the Vicinage Chief Probation Officer.

Section 2

Any probation officer desiring to transfer to another position within the Probation Department may submit, in writing, a request for transfer incorporating reasons for same to the officer's Principal Probation Officer for transmittal to the Vicinage Chief Probation Officer.

ARTICLE XXIV - 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 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:

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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 within ten working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned. The Vicinage Chief 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, 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 appeal 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.

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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 XXV - Promotional Policy

The basis for promotions will be standardized classifications and specifications for all probation officer ranks agreed upon by the New Jersey Department of Personnel in cooperation with the Administrative Office of the Courts.

ARTICLE XXVI - 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 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 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 XXVIII - 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.

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ARTICLE XXIX - 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 XXX - 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 XXXI - Duration of Agreement

Section 1

The provisions of this Agreement shall become effective on April 1, 1989 and shall remain in full force and effect until March 31, 1992 or until the parties negotiate a successor Agreement.

Section 2

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

In witness to this Agreement, the parties to it have affixed their signatures this 30th day of July, 1990.

For the Judge
Eugene D. Serpente
Eugene D. Serpente, A.J.S.C.

For the Association
Catherine M. Pease
Patricia A. ...
Robert ...
Frances Bucci

6-10-89

Appendix A

	<u>March 31, 1989</u> <u>Base Salary</u>		<u>April 1, 1989</u> <u>Base Salary</u>
<u>Probation Officers</u>		Minimum	\$19,250
	\$19,000		19,565
	19,550		20,100
	19,741		20,250
<u>Senior Probation Officers</u>		Minimum	\$21,150
	\$21,000		21,650
	21,123		21,750
	21,670		22,425
	21,988		22,675
	22,286		22,675
	23,067		23,700
	24,369		25,000
	25,296		25,900
	30,510		31,300
	30,561		31,350
	32,810		33,665
	33,164		34,000
	33,395		34,235
	34,083		34,875
	40,000		41,500

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Appendix B

	<u>July 31, 1989</u> <u>Base Salary</u>		<u>August 1, 1989</u> <u>Base Salary</u>
<u>Probation Officers</u>		Minimum	\$20,750
	\$19,250		20,750
	19,565		21,250
	20,100		21,750
	20,250		21,750
<u>Senior Probation Officers</u>		Minimum	\$22,050
	\$21,150		22,050
	21,507		23,400
	21,650		23,550
	21,668		23,550
	21,750		23,550
	22,425		24,650
	22,675		24,650
	23,700		25,450
	25,000		27,000
	25,900		27,000
	31,300		33,750
	31,350		33,750
	33,665		36,250
	34,000		36,500
	34,235		36,750
	34,875		37,250
	41,500		41,500

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Appendix C

	<u>March 31, 1990</u> <u>Base Salary</u>		<u>April 1, 1990</u> <u>Base Salary</u>
<u>Probation Officers</u>		Minimum	\$21,000
	\$20,750		21,435
	21,250		21,875
	21,750		22,375
<u>Senior Probation Officers</u>		Minimum	\$23,000
	\$22,050		23,000
	22,738		23,650
	23,273		24,250
	23,400		24,250
	23,550		24,400
	24,650		25,500
	25,450		26,300
	27,000		27,850
	33,750		34,750
	36,250		37,350
	36,500		37,585
	36,750		37,750
	37,250		38,250
	41,500		43,000

*emp Rad
16-83*

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Appendix D

	<u>August 14, 1990</u> <u>Base Salary</u>		<u>August 15, 1990</u> <u>Base Salary</u>
<u>Probation Officers</u>		Minimum	\$23,000
	\$21,000		23,000
	21,435		23,500
	21,875		23,750
	22,375		24,250
<u>Senior Probation Officers</u>		Minimum	\$24,500
	\$23,000		24,500
	23,406		25,100
	23,650		25,300
	23,941		25,600
	24,250		25,900
	24,400		26,050
	25,500		27,150
	26,300		27,950
	27,850		29,500
	34,750		36,750
	37,350		39,500
	37,585		39,750
	37,750		39,750
	38,250		40,250
	43,000		43,000

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Appendix E

	<u>March 31, 1991</u> <u>Base Salary</u>		<u>April 1, 1991</u> <u>Base Salary</u>
<u>Probation Officers</u>		Minimum	\$24,500
	\$23,000		25,000
	23,500		25,500
	23,750		25,750
	24,250		26,250
<u>Senior Probation Officers</u>		Minimum	\$26,000
	\$24,500		26,450
	25,100		27,200
	25,300		27,450
	25,413		27,600
	25,600		27,800
	25,900		28,100
	25,948		28,100
	26,050		28,500
	27,150		30,000
	27,950		30,250
	29,500		31,500
	36,750		39,000
	39,500		42,000
	39,750		42,250
	40,250		42,250
	43,000		45,000

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JUDICIARY/COUNTY OF OCEAN

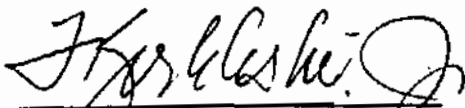
UNDERSTANDING

At the request of the Judiciary, the Administration of the County of Ocean was actively involved in the discussions of the 1989-92 Ocean County Probation Officers' Collective Agreement and, as a result, does not disagree with any of the terms contained herein.

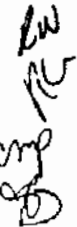
For the County of Ocean



Witnessed before me this
17th day of July, 1990.



Frank W. Kirkleski, Jr.
Trial Court Administrator



BERRY, KAGAN & SAHRADNIK

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

212 HOOPER AVENUE

P.O. BOX 757

TOMS RIVER, NJ 08754

AREA CODE 908 349-4800

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STEVEN F. NEMETH
DINA R. KHAJEZADEH
CHRISTOPHER J. CARKHUFF

FRANKLIN H. BERRY 1941-1975
WILLIAM W. WHITSON 1941-1967
MAJAL L. BERRY 1948-1961

September 10, 1991

Brendon J. Toner, Jr.
ATCA/Vicinage Chief Probation Officer
Justice Complex
Toms River, New Jersey 08754

Richard D. Prifold, A.T.C.A.
Justice Complex
CN 2191
Toms River, New Jersey 08754

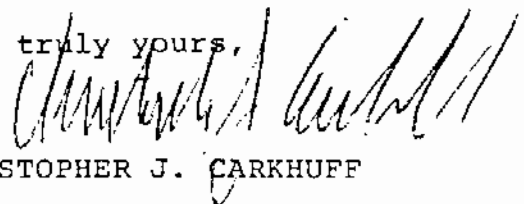
Keith J. Goetting, Director
Employee Relations Department
Administration Building
Toms River, New Jersey 08754

Re: James Markham v. Ocean County Probation
OAL Docket Number CSV 03098-91

Dear Messrs. Toner, Prifold and Goetting:

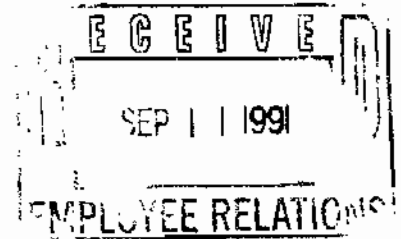
Enclosed please find a copy of proposed Consent Order and Stipulation of Settlement in the above captioned. After you have had an opportunity to review the enclosed, would you kindly contact my office if you wish to make any additions, corrections or deletions.

Very truly yours,



CHRISTOPHER J. CARKHUFF

CJC/emg
Enclosures



SILLS CUMMIS ZUCKERMAN RADIN
TISCHMAN EPSTEIN & GROSS, P.A.
The Legal Center
One Riverfront Plaza
Newark, New Jersey 07102-5400
(201) 643-7000
Attorneys for Petitioner

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
OAL DOCKET NUMBER CSV 03098-91

JAMES MARKHAM, :
 :
 :
 Petitioner, :
 :
 vs. :
 :
 OCEAN COUNTY PROBATION :
 DEPARTMENT, :
 :
 Respondent. :
 :

CONSENT ORDER AND
STIPULATION OF SETTLEMENT

THIS MATTER having come on for hearing before the Honorable Lillard E. Law, A.L.J. in the presence of Mark J. Blunda, Esq., counsel for petitioner, and Christopher Carkhuff, Esq., counsel for respondent, and the parties having reached a voluntary resolution of the matter prior to hearing, and petitioner and representatives of respondent having voluntarily and actively participated in the resolution of the matter, and for good cause shown:

IT IS on this day of September, 1991,

ORDERED that:

1. Effective September 3, 1991, petitioner's annual base salary as a Probation Officer shall be Thirty-Six Thousand Five Hundred and No/100 Dollars (\$36,500.00).

2. Petitioner waives any and all claims to retroactive salary increases and adjustments for the period January 31, 1991 through September 2, 1991.

3. Petitioner waives all claims to reinstatement to the title of Senior Probation Officer retroactive to January 31, 1991. Petitioner shall be eligible for re-promotion to the title of Senior Probation Officer, if deemed appropriate by respondent, under the same conditions as any other Ocean County Probation Officer.

4. The Ocean County Probation Officer's Association shall not grieve on behalf of any of its members the 1991-92 salary paid to James Markham, nor a claim by any other bargaining unit member that he or she is entitled to a higher salary based upon the 1991-92 salary paid to petitioner, James Markham.

5. In collective negotiations for a successor contract to the agreement that expires March 31, 1992, the Ocean County Probation Officers Association and respondent shall treat James Markham's salary as unique for purposes of negotiating further increases, and his base salary of \$36,500.00 shall not automatically be deemed the 1992 maximum salary for the title of Probation Officer. The salary of James Markham and all other Ocean County Probation Officers subsequent to March 31, 1992, shall be subject to collective negotiations between the Ocean County Probation Officer's Association and the respondent.

6. To the extent necessary, this Consent Order and Stipulation of Settlement shall serve as a side bar agreement allowing the Ocean County Probation Officer's Association and respondent to exceed the contractually-established 1991-92 maximum salary for the title of Probation Officer.

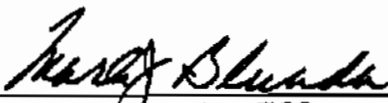
7. This Consent Order and Stipulation of Settlement shall not establish any precedent as to the manner or means by which demotions are to be handled in the Ocean County Probation Department, and this Consent Order and Stipulation of Settlement

may not be entered into evidence in any other proceeding to establish such precedent or past practice.

LILLARD E. LAW, A.L.J.

The undersigned hereby consent to the form and entry of the above Order.

JAMES MARKHAM, Petitioner



MARK J. BLUNDA, ESQ.
Counsel for Petitioner

OCEAN COUNTY PROBATION OFFICER'S ASSN.

By: _____
CATHERINE PEASE, President

OCEAN COUNTY PROBATION DEPARTMENT

By: _____

CHRISTOPHER J. CARKHUFF, ESQ.
Counsel for Respondent