Contract no. 905

1991 MIDDLESEX COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

# Table of Contents

# 1991 Middlesex County Principal Probation Officers' Collective Agreement

| Number | <u>Article</u>                               | Page |
|--------|--|------|
| ı      | Agreement                                    | 1    |
| II     | Recognition                                  | 1    |
| III    | Salaries                                     | 1    |
| IV     | Promotional Increment                        | 1    |
| v      | Temporary Appointment                        | 2    |
| VI     | Automobiles                                  | 2    |
| VII    | Educational Awards                           | 2    |
| VIII   | Supper Allowance                             | 3    |
| IX     | Longevity                                    | 3    |
| x      | Holidays                                     | 3    |
| ХI     | Vacation Policy                              | 4    |
| XII    | Personal Days                                | 4    |
| XIII   | Vacancies                                    | 5    |
| VIX    | Sick Leave                                   | 5    |
| ΧV     | Health Benefits                              | 6    |
| xvi    | Bereavement                                  | 6    |
| XVII   | Leaves of Absence                            | 6    |
| XVIII  | Sick Time Buyout                             | 6    |
| XIX    | Retirement Benefits                          | 7    |
| xx     | Union Business                               | 7    |
| XXI    | Dues Deduction                               | 7    |
| IIXX   | Representation Fee (Agency Fee)              | 8    |
| IIIXX  | Meetings                                     | 10   |
| VXIV   | Policy on New Jersey Department of Personnel | 10   |
| vxv    | Merit and Fitness Principle                  | 10   |
| XXVI   | Grievance Procedure                          | 10   |
| IIVXX  | Federal and State Laws - Severability        | 11   |
| IIIVXX | Conclusiveness of Agreement                  | 11   |
| XXIX   | Duration of Agreement                        | 12   |
|        | Signatures                                   | 12   |

#### ARTICLE I - Agreement

This Agreement is entered into this day of , 1991 by and between the Assignment Judge of the Superior Court of Middlesex County, New Jersey (hereinafter referred to as the "Judge") and the Middlesex County Superior Officers Association-PANJ (hereinafter referred to as the "Union").

## ARTICLE II - Recognition

The Judge hereby recognizes the Union as the sole and exclusive representative of Principal Probation Officers II of the Middlesex Vicinage (hereinafter referred to collectively as "principal probation officers") to negotiate matters relating to salaries and terms and conditions of employment and to process grievances.

#### ARTICLE III - Salaries

## Section 1

Effective January 1, 1991, and retroactive to that date, the salary range for Principal Probation Officer II shall be established as follows:

| <u>Title</u>                   | Minimum  | <u>Maximum</u> |
|--------------------------------|----------|----------------|
| Principal Probation Officer II | \$30,725 | \$51,725       |

#### Section 2

Effective January 1, 1991, and retroactive to that date, a Principal Probation Officer II salary schedule shall be established as set forth in Appendix A attached hereto.

#### Section 3

Effective January 1, 1991, and retroactive to that date, each Principal Probation Officer II on the payroll prior to January 1, 1991 shall advance one (1) step on the salary schedule as set forth in Appendix A attached hereto.

### Section 4

Any Principal Probation Officer II 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 Middlesex Judiciary as determined by management, shall be entitled to an annual award of \$1,000.

## Section 5

It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided in accordance with this Article upon their return to work.

Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees. In the latter case, payment will be made to the deceased employee's estate.

### ARTICLE IV - Promotional Increment

A Senior Probation Officer receiving a promotion to Principal Probation

Officer II shall receive a salary adjustment of five percent (5%) and then be placed on the next highest step of the Principal Probation Officer salary schedule.

## ARTICLE V - Temporary Appointment

Any officer receiving a temporary/provisional appointment to Principal Probation Officer II rank by the Assignment Judge to serve for an extended or indefinite period shall be entitled to, and receive the established salary for that higher position during the period such appointment is in effect.

#### ARTICLE VI - Automobiles

## Section 1

As authorized by N.J.S.A. 2A:168-8, a principal probation officer, when designated by the Division Manager/Vicinage Chief Probation Officer to use his/her private vehicle on judicial business, shall be reimbursed at the rate of 22¢ per mile. Principal 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 Division Manage/Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Division Manager/Vicinage Chief Probation Officer.

#### Section 2

Principal probation officers authorized to use private vehicles on judicial business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence, and property damager in the amount of \$25,000 for each occurrence. Principal probation officers shall receive an annual allowance of \$80 to help defray the cost of additional insurance premiums required for the use of private vehicles for business purposes. Possession of such coverage shall be verified by submission of satisfactory proof through the Division Manager/Vicinage Chief Probation Officer to Trial Court Administrator.

## ARTICLE VII - Educational Awards

## Section 1

Principal probation officers who have, or who shall hereafter obtain a Master's Degree or a Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration, Urban Planning, or a field of study related to their work as determined by the Trial Court Administrator and approved by the Assignment Judge, shall be entitled to an annual award of \$950. This award shall be provated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Division Manager/Vicinage Chief Probation Officer.

#### Section 2

The decision of the Trial Court Administrator and the Assignment Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

### Section 3

Any principal probation officer earning fifteen (15) credits towards a Master's Degree will receive \$475. Any principal probation officer earning thirty (30) credits towards a Master's Degree will receive \$660. The fields of

study and procedure shall conform to Sections 1 and 2 above. These awards for achieved credits will be paid for a maximum period of five (5) years from the date the milestones were reached. This period may be extended for individual officers for good cause shown.

## Section 4

Principal probation officers who have, or who shall hereafter obtain, a Certified Alcoholism Counselor or Certified Family Counselor certificate shall, with the approval of the Trial Court Administrator and the Assignment Judge, be entitled to an annual award of \$950, provided the following conditions have been met:

- (a) the officer submits proof of attainment of the appropriate certificate to the Division Manager/Vicinage Chief Probation Officer.
- (b) as determined by the Trial Court Administrator, the officer's responsibilities and assignments reflect the need for the attained certificate.

## ARTICLE VIII - Supper Allowance

Principal probation officers who are required to remain on duty through the supper hour (5:30 p.m.) shall receive a supper allowance of \$7.00. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8 as per current practice. Vouchers should be submitted on a monthly basis.

## ARTICLE IX - Longevity

All eligible principal probation officers are entitled to receive longevity based upon their base salaries (up to a maximum base salary of \$30,000) as of December 31st of 1990, starting with the completion of the eighth (8th) year of service as follows:

```
9 through 15 years of service = 2%
16 through 20 years of service = 5%
21 years of service and over = 7%
```

## ARTICLE X - Holidays

## Section 1

Principal probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1 these legal holidays shall include:

## Section 2

If any principal probation officer is required to work on a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

## ARTICLE XI - Vacation Policy

#### Section 1

All principal probation officers shall be granted vacation leave based upon the following schedule from the date they are hired:

| Years of Service          | Amount of Vacation                                   |
|---------------------------|--|
| Less than one year        | One working day for each month of service            |
| One to five years         | Twelve working days during each year of service      |
| Six to nine years         | Fifteen working days during each year of service     |
| Ten to twelve years       | Sixteen working days during each year of service     |
| Thirteen to twenty years  | Twenty working days during each year of service      |
| Twenty-first year or more | Twenty-five working days during each year of service |

It is understood that when reference to made to "six to nine years, etc., six means the start of the sixth year, etc.

#### Section 2

The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the vicinage.

## Section 3

All vacation days earned by a principal probation officer in a calendar year shall be used by the end of that calendar year. Days earned and not used within the year due to pressures of judicial business may be carried forward to the next succeeding year only, subject to the approval of the Assignment Judge/Trial Court Administrator.

## ARTICLE XII - Personal Days

Principal probation officers shall receive four (4) days personal leave which may be used for personal business upon receiving permission from the Division Manager/Vicinage Chief Probation Officer. Personal leave, as distinct from vacation credits, must be used in the year in which it is granted or will be forfeited. Personal time shall be requested forty-eight (48) hours in advance under normal circumstances. In the event of an emergency, the requirement of advance request for personal leave may be waived.

#### ARTICLE XIII - Vacancies

When vacant positions exist, all Principal Probation Officers II will be given the opportunity to apply.

Those not selected may inquire as to the reason or reasons they were not selected and a reply will be rendered within a reasonable length of time not to exceed thirty (30) days.

#### ARTICLE XIV - Sick Leave

## Section 1

Sick leave with pay shall include any absence that occurs on any day and succeeding days that a principal probation officer is not actively performing the duties of his/her assignments, provided the absence is due to any of the following:

- a. Personal illness;
- b. Accident (not service incurred);
- c. Exposure to contagious disease;
- d. Attendance upon a member of the immediate family who is ill and requires care; and
- e. Death of a relative not listed under bereavement leave, such absence not to exceed one (1) working day.

## Section 2

Sick leave shall accrue at the rate of 15 working days per year. Sick leave shall accumulate from year to year and shall be granted to the principal probation officer as and when needed to the extent it has accrued.

#### Section 3

Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for workers' compensation shall not be chargeable to sick leave. If the claim for workers' compensation is denied, the time lost shall be chargeable to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

## Section 4

If termination occurs before the end of the year and more sick leave has been taken then earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

#### Section 5

All active principal probation officers shall accumulate sick leave year-to-year with an additional 15 days credited to each principal probation officer at the beginning of each successive calendar year.

## Section 6

Principal Probation officers who exhaust their accrued sick leave credits during any illness may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, with the approval of the Division Manager/Vicinage Chief Probation Officer or his designated

representative is properly notified of the desire of the principal probation officer to substitute such credits.

## Section 7

Principal probation officers must call in sick no later than fifteen (15) minutes after the start of the workday except in the case of an emergency.

## ARTICLE XV - Health Benefits

For the duration of this Agreement, all principal probation officers shall be entitled to the Health Benefit package in effect for Middlesex County employees on January 1, 1991.

#### ARTICLE XVI - Bereavement

## Section 1

All principal probation officers shall be eligible to receive a maximum of five (5) working days leave in the event of the death of his/her spouse and/or child(ren).

#### Section 2

All principal probation officers shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles.

#### Section 3

It is understood and agreed that this bereavement leave will be communicated to the Division Manager/Vicinage Chief Probation Officer by the employee and said employee shall be granted the appropriate leave of absence days consisting of three (3)/five (5) consecutive working days within ten (10) days of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3)/five (5) days.

#### ARTICLE XVII - Leaves of Absence

The Assignment Judge or his/her designee may grant the privilege of a leave of absence with or without pay to a permanent principal probation officer in accordance with N.J.A.C. 4A:6-1.1 et seq.

#### ARTICLE XVIII - Sick Time Buyout

At the end of each calendar year of this Agreement, principal probation officers having used five (5) days or less annual sick leave out of fifteen (15) sick days credited per current year, may apply for and receive payment for sick days credited and not used. The following provisions apply:

- Only employees having used five (5) days of sick leave or less out of fifteen (15) days credited per calendar year qualify for participation.
- Payment shall be made in the amount of one (1) day's pay for every three (3) days that are not used. Since the total number of sick days earned in a given year is fifteen (15), there is a maximum of five (5) day's pay in the buyout of each calendar year.

- 3. If an employee is ineligible or does not wish to utilize the maximum of five (5) days, the balance of any unused sick days for that year will remain credited to the employee's sick day balance.
- 4. It is understood by all parties that this is an annual provision only, and sick days from any prior period cannot be used in the buyout determination.

#### ARTICLE XIX - Retirement Benefits

For the duration of this Agreement, all principal probation officers shall be entitled to the Retirement Benefits in effect for Middlesex County employees on January 1, 1991.

#### ARTICLE XX - Union Business

## Section 1

The Union shall furnish to the Division Manager/Vicinage Chief Probation Officer the names of not more than three (3) principal probation officers who are to be designated as Union stewards for the purpose of handling grievances.

#### Section 2

The President of the Middlesex County Superior Officers' Association-PANJ, or his/her designee, shall be the exclusive representative through whom all administration initiated contacts shall be made.

## Section 3

Time off with pay shall be provided for official representatives of the Union, not to exceed three (3) employees for the purpose of handling grievances provided such time off does not interfere with the officer's official duties and functions. A total of five (5) days per calendar year in the aggregate will be provided for Union officials to attend national and state meetings of their organization. Advance notice shall be provided to the Trial Court Administrator of the use of such days. Approval for such leave shall not be unreasonably denied.

## Section 4

Division bulletin boards shall be made available to the Union for the posting of announcements, notices, etc., subject to the reasonable control of the Division Manager/Vicinage Chief Probation Officer.

## ARTICLE XXI - Dues Deduction

Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), any officer covered by this Agreement may submit a written request to the County to have dues in an amount to be determined by the Probation Association of New Jersey deducted from his/her pay each calendar month. Such dues shall be forwarded to the Treasurer of the Probation Association of New Jersey.

Such practice shall continue during the life of this contract provided the Agreement between the Judiciary and the County remains in effect.

## ARTICLE XXII - Representation Fee (Agency Fee)

#### Section 1

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until December 31, 1992. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Judiciary has finalized formal adoption of this system for nonmember appeals, and thereafter in each year of the Agreement on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date, i.e. January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated with proper notice to affected employees.

## Section 2

Amount of Fee - Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Section 1 of this Article.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

## Section 3

Deduction and Transmission of Fee - After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

## Section 4

Demand and Return System - The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

#### Section 5

Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer.

- (a) Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
  - A statement, verified by an independent auditor or by some other suitable method, of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
  - (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues, as to how to request review of the amount assessed as a representation fee in lieu of dues.
  - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
  - (4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
- (b) The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

## Section 6

Judiciary and County Held Harmless - The Union hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union. The term "excluded position" shall include, but not be limited to, confidential, managerial, exempted position, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

#### Section 7

Legal Requirements - Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

## ARTICLE XXIII - Meetings

Representatives of the Union may meet with the Assignment Judge or the Trial Court Administrator/Division Manager/Vicinage Chief Probation Officer as the representative of the Assignment Judge to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

## ARTICLE XXIV - Policy on New Jersey Department of Personnel

The administrative and procedural provisions and controls of the 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 XXV - Merit and Fitness Principle

Subject to the conditions outlined in Article XVIII of this Agreement, the principle of merit and fitness and applicable New Jersey Department of Personnel Rules apply in all matters relating to promotions and transfers within the probation service. In matters not regulated by Statute, Court Rule or the New Jersey Department of Personnel, or governed by the principle of merit and fitness, the principle of seniority shall be one of the factors considered in decisions to be made that affect the welfare of employees.

## ARTICLE XXVI - Grievance Procedure

The parties agree that a complaint or grievance of any principal probation officer or class of officers 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 - Within fifteen (15) working days of the date when the alleged violation occurred, the grievance shall first be taken to the officer's immediate supervisor. The immediate supervisor shall make an effort to resolve the problem within five (5) working days. 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, within seven (7) working days of the disposition at Step 1, the grievance shall be submitted to the Division Manager/Vicinage Chief Probation Officer who shall acknowledge its receipt within five (5) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Division Manager/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 aggrieved officer is not satisfied with the disposition at Step 2, he/she may choose to utilize one of the following two options:

- (a) The officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency, provided that the Department agrees to hear the case.
- (b) He/she may appeal to the Assignment Judge or his designee, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness.
- (c) Nothing herein shall be construed as to deprive any officer of any right of appeal to the courts which he/she may now enjoy.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court of New Jersey, Superior Court Judges, 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, and/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 by agreement between the public employer and the representative organization shall be utilized for a dispute covered by the terms of such agreement.

## ARTICLE XXVII - Federal and State Laws - 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 provision or 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 XXVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all negotiable issues, subject to the right of the parties to reopen discussion of any such issue, but only be their mutual consent and upon the happening of some unforeseen event.

## ARTICLE XXIX - Duration of Agreement

## Section 1

The provisions of this Agreement shall be retroactive to January 1, 1991, and shall remain in full force and effect until December 31, 1991. 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 sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this day of 1991.

| For the Judiciary             | For the Union |
|-------------------------------|---------------|
| Herman L. Breitkopf, A.J.S.C. | ·             |
|                               |               |
|                               |               |
|                               |               |

## MEMORANDUM OF UNDERSTANDING

It is understood by all parties that principal probation officers shall not be entitled to an incremental movement for 1992 until such time as the 1992 Agreement has been approved and ratified.

| For the Judiciary             | For the Union |
|-------------------------------|---------------|
|                               |               |
| Herman L. Breitkopf, A.J.S.C. |               |
|                               |               |
|                               |               |
|                               |               |
|                               |               |
|                               |               |
|                               |               |

## APPENDIX A

PRINCIPAL PROBATION OFFICER II SALARY SCHEDULE

# **JANUARY 1, 1991**

-----

| STEP | SALARY                    |
|------|---------------------------|
|      |                           |
| 1    | \$30,725                  |
| 2    | <b>\$</b> 31,775          |
| 3    | \$32,825                  |
| 4    | \$33,875                  |
| 5    | \$34,925                  |
| 6    | <b>\$</b> 35,975          |
| 7    | \$37,025                  |
| 8    | \$38,075                  |
| 9    | \$39,125                  |
| 10   | \$40,175                  |
| 11   | \$41,225                  |
| 12   | \$42,275                  |
| 13   | \$43,325                  |
| 14   | \$44,375                  |
| 15   | <b>\$45,425</b>           |
| 16   | <b>\$46,4</b> 75          |
| 17   | \$47,525                  |
| 18   | \$48,575                  |
| 19   | \$49,625                  |
| 20   | \$50,675                  |
| 21   | <b>\$</b> 51 <b>,</b> 725 |