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SOMERSET COUNTY 1980-1981

PROBATION OFFICERS' COLLECTIVE AGREEMENT

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Article I - Agreement

This Agreement is entered into this 21st day of March 1980 by and between the Assignment Judge representing the Superior Court Judges of Somerset County, New Jersey (hereinafter referred to as the Judges) and the Somerset County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judge hereby recognizes the Association pursuant to Chapter 125, of the Laws of 1974 as the sole and exclusive representative of the Probation Officers and Senior Probation Officers of the Somerset 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..

Article III - Salaries

Section 1

Effective January 1, 1980, salary ranges for Probation Officers and Senior Probation Officers shall be established as follows:

<u>Step</u>	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$ 11,445	\$ 12,412
2	12,246	13,281
3	13,104	14,211
4	14,021	15,206
5	15,005	16,270
6	16,053	17,409
7	17,177	18,628
8	18,380	19,933
9	19,667	21,328
10	---	22,821

Section 2

Effective January 1, 1980 (and retroactive to that date), each probation officer shall receive the salary indicated by the step on the new range that represents a one-step increase over the officer's December 31, 1979 salary step.

Section 3

Effective January 1, 1981, salary ranges for Probation Officers and Senior Probation Officers shall established as follows:

<u>Step</u>	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$ 11,617	\$ 12,598
2	12,430	13,480
3	13,301	14,424
4	14,231	15,434
5	15,228	16,514
6	16,294	17,670
7	17,435	18,907
8	18,656	20,232
9	19,962	21,648
10	21,359	23,163
11	---	24,785

Section 4

Effective January 1, 1981 each probation officer shall receive the salary indicated by the step on the new range that represents a one-step increase over the officer's December 31, 1980 salary step.

Article IV - Longevity

Probation officers shall receive longevity payments as are granted to Somerset 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 V - Cash Educational AwardSection 1

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 Judge shall be raised one step in the salary range which he occupies at the time, including one increment beyond maximum (see Article III, Sections 1 & 3) upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree.

Article VI - Holidays

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary.

Article VII - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers shall receive the same leave credits as are provided generally to other employees of the county. Presently, probation officers are entitled to the following types of leave credits:

1. Vacation

- (a) Officers whose date of employment is on or before June 30 will receive one day vacation for each month of employment during that first calendar year up to a maximum of twelve working days. Employment beginning within the first fifteen days of any month shall count as one full month for this purpose.
 - (1) Officers whose date of employment is on July 1st or later will not be eligible for nor accumulate vacation credits during the remainder of that first calendar year of employment.
 - (2) During the first calendar year of employment, vacation days may be taken only as earned. However, no vacation days may be taken until the officer has been employed for a minimum of six months.
- (b) Officers who have less than five years of service on July 1st of any year shall receive twelve working days of vacation per year.
- (c) Officers who have more than five years but less than ten years of service on July 1st of any year shall receive fifteen working days of vacation annually.
- (d) Officers who have more than ten years but less than fifteen years of service on July 1st of any year shall receive eighteen working days of vacation annually.
- (e) Officers who have more than fifteen years of service on July 1st of any year shall receive twenty-one working days vacation annually.

(f) Officers who have more than twenty years of service on July 1st of any year shall receive twenty-five working days of vacation annually.

2. Personal Leave

Three days annually with the permission and approval of the Chief Probation Officer.

3. Sick Leave

In accordance with county policy.

Section 2

If during the term of this Agreement, the county grants to its employees generally any additional leave credits or any expanded leave credits, such credits shall simultaneously be awarded to probation officers.

Section 3

Each probation officer may receive two days professional leave each year for the purpose of attending workshops, seminars, etc., in order to improve his/her effectiveness in the service, upon approval of the Chief Probation Officer.

Article VIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Somerset County employees generally. The benefits include, but are not limited to a dental plan, a non-contributory Blue Cross, Blue Shield, Rider J, Major Medical Insurance, or H.M.O. If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits, such as optical or drug plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Article IX - 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 Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to 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 own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by and

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 X - Review of Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon written notification to the Chief Probation Officer. All documents contained in such files shall be sequentially numbered and, upon examination of said documents, each document shall be initialed by the employee concerned. The signature affixed by the employee to any document in such file shall not indicate in any way that the employee agreed with the contents of the file. The signature will be affixed only to show the file has been reviewed, in accordance with the present Agreement. 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. The employee may institute grievance procedures regarding any statement containing evaluatory material of a negative nature, beginning with material entered on the effective date of this contract and material entered thereafter. A copy of any document subsequently placed in the personnel file shall be given to the affected employee.

Article XI - Liability Insurance

The parties recognize the need for clarification concerning the issue of liability insurance coverage of probation officers in the performance of their duties. To secure additional information, the parties hereby agree to study the issue and report on it with recommendations during the period of this Agreement. Upon approval of all parties, the final language of agreement on liability insurance shall be added as an addendum to this Agreement.

Article XII - Savings Clause

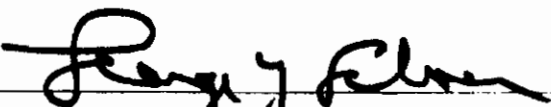
Should any article, section or provision of this Agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this Agreement shall remain, nonetheless, in full force and effect.

MEMORANDUM OF UNDERSTANDING

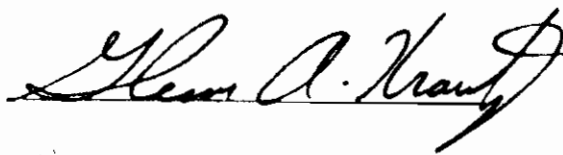
The Assignment Judge representing the Superior Court Judges of Somerset County and the Somerset County Probation Officers' Association agree that in the event the average salary increase for Somerset County employees generally exceeds 8.6% in either 1980 or 1981 the salary provisions of the 1980-1981 Probation Collective Agreement (Article III) shall be subject to renegotiation concerning the difference.

In witness of this Memorandum of Understanding, the parties to it have affixed their signatures this ~~21st~~ ^{21st} day of ~~March~~ ^{March} 1980.

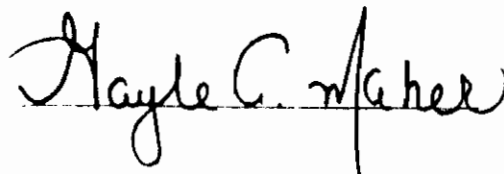
FOR THE SUPERIOR COURT


George Y. Schuch, A.J.S.C.

FOR THE ASSOCIATION



Thomas Meehan



Article XIII - 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 issues, but only by their mutual consent.

Article XIV - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1980, and shall remain in full force and effect until December 31, 1981. By mutual concurrence of the parties, they may be continued for an additional time period.

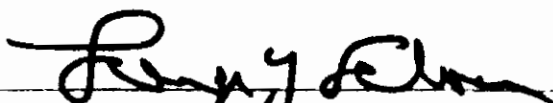
Section 2

A written notice to terminate or modify this Agreement is required to be given at least 60 days prior to December 31, 1981.

In witness of this Agreement, the parties to it have affixed their signatures this 24 day of March 1980.

FOR THE SUPERIOR COURT

FOR THE ASSOCIATION


George Y. Schoch, A.J.S.C.

