

0319

STORAGE

Monmouth

13-00
~~February~~
Pages

Monmouth County, Judges of the
Superior Court

Monmouth County Probation Officers

1983-85 MONMOUTH COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

X 1983-1985

TABLE OF CONTENTS

1983-85 MONMOUTH COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

<u>Number</u>	<u>Article</u>	<u>Page Number</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1-3
IV	Cash Educational Award	3
V	Educational Leaves of Absence	3-4
VI	Tuition Reimbursement	4-5
VII	Conferences and Educational Programs	5
VIII	Supper Allowance	6
IX	On-Call Pay	6
X	Promotional Increase	6
XI	Sick Leave	6-7
XII	Vacation	7-8
XIII	Pregnancy - Child Care Leave	8
XIV	Holidays	8
XV	Health and Welfare Benefits	9
XVI	Place of Residence	9
XVII	Liability	10-11
XVIII	Association Business	11
XIX	Meetings	12
XX	Department Seniority	12
XXI	Posting of Vacancies	12
XXII	Management Rights	13-14
XXIII	Policy on Civil Service	14
XXIV	Grievance Procedure	14-15
XXV	Personnel Files	15
XXVI	Non Discrimination	16
XXVII	Maintenance of Benefits	16
XXVIII	Severability	16
XXIX	Conclusiveness of Agreement	16
XXX	Duration of Contract	16
	Signatures	17

ARTICLE I - Agreement

This Agreement is entered into this 7th day of August 1984 by and between the Assignment Judge representing the Superior Court of Monmouth County, New Jersey and Monmouth County Probation Officers' Association (hereinafter referred to as the Association).

RECEIVED
JUL 1 1984
COURT ADMINISTRATIVE OFFICE

ARTICLE II - Recognition

The Assignment Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Monmouth County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Retroactive to January 1, 1983, probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,500	\$25,250
Senior Probation Officer	13,000	26,000

Section 2

Effective January 1, 1983, and retroactive to that date, probation officers on the payroll as of July 1, 1982, shall have their December 31, 1982, base salaries increased in accord with the following schedule:

10 years of service* or more	=	\$ 1,700
5-9 years of service	=	1,600
2-4 years of service	=	1,500
eligible officers with 0-2 years of service	=	1,400

Section 3

Effective January 1, 1984, and retroactive to that date, probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,000	\$26,950
Senior Probation Officer	14,000	27,700

*See Section 7 for calculation of service years.

Section 4

Effective January 1, 1984, and retroactive to that date, probation officers on the payroll as of July 1, 1983, shall have their December 31, 1983, base salaries increased in accord with the following schedule:

10 years of service* or more	=	\$ 1,700
5-9 years of service	=	1,650
2-4 years of service	=	1,550
eligible officers with 0-2 years of service	=	1,400

Section 5

Effective January 1, 1985, probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,500	\$28,700
Senior Probation Officer	15,000	29,450

Section 6

Effective January 1, 1985, and retroactive to that date, probation officers on the payroll as of July 1, 1984, shall have their December 31, 1984, base salary increased in accord with the following schedule:

10 years of service* or more	=	\$ 1,750
5-9 years of service	=	1,650
2-4 years of service	=	1,550
0-2 years of service	=	1,400

Section 7

Years of service shall be determined by calculating the number of full years of service from the date of an officers original appointment up to January 1, 1983, provided there was no break in service excluding leaves approved in accord with Civil Service regulations and Articles V, XI, XII, and XIII of this Agreement.

Section 8

During the term of this Agreement, probation officers not eligible to receive salary increases as established in Sections 2, 4, and 6 of this Article, shall receive the minimum salary for their appropriate title during that year.

*See Section 7 for calculation of service years.

Section 9

Probation officers who left the employ of the probation department during the years of 1983 and 1984 shall receive a pro rata share of the salary increases set forth in Sections 2 and 4 of this Article up to the date of their termination.

ARTICLE IV - Cash Educational Award

Section 1

Retroactive to January 1, 1983, 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 Assignment Judge shall be entitled to an award of \$775 added to his/her salary upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree. Effective January 1, 1984, this award shall be raised to \$800 for the duration of the Agreement.

Section 2

The decision of the Chief Probation Officer 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

Each probation officer completing one-half of the credits necessary to earn a Master's Degree will receive \$300 of the total award identified in Section 1 of this Article added to their salary. The fields of study and procedure shall conform to Sections 1 and 2 above. This award for achieved credits will be paid for a maximum period of three years from the date of initial payment.

ARTICLE V - Educational Leaves of Absence

Section 1

The Assignment Judge may grant a leave of absence without pay for permanent probation officers to attend graduate school on a full-time basis, so long as the leave of absence and the proposed educational program meets with the accord of the Chief Probation Officer. The leave of absence shall not exceed six (6) months, which may be renewed for an additional period not to exceed six (6) months, based on the recommendations of the Chief Probation Officer and in accordance with the provisions of N.J.A.C. 4:1-17.2.

Section 2

No more than one (1) officer for each fifteen (15) officers of the bargaining unit shall be on leave at any one time. In the event the number of applications for leave exceed the allowable numbers, the decision of the Chief Probation Officer as to whom shall be allowed to take the leave of absence shall be final and binding upon all parties concerned and not subject to further appeal.

ARTICLE VI - Tuition Reimbursement

Section 1

The Chief Probation Officer may use budgeted tuition funds to provide probation officers with financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

A. Prior approval in writing must be secured from the Chief Probation Officer;

B. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Assignment Judge. Courses in Business Administration and Computer Science may be eligible for tuition reimbursement if it is determined by the Chief Probation Officer that the course has some relationship to a special duty requirement or job function in the department as assigned by the Chief;

C. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;

D. Application for reimbursement must be made to the Chief Probation Officer on or before October 1, 1984 for 1984 and October 1, 1985 for 1985 in order to be eligible for reimbursement;

E. In order for courses to be eligible for reimbursement, they must be completed in the calendar year for which reimbursement is being requested; and,

F. The decision of the Chief Probation Officer and the Assignment Judge is final and shall not be subject to further appeal.

Section 2

The tuition reimbursement program described in Section 1 shall be considered a fund of last resort. The amount of reimbursement provided under Section 1 shall be calculated after the

probation officer has received any other available sources of reimbursement. Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

Section 3

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.

Section 4

No more than two (2) courses for a maximum of six (6) credits may be taken in a single semester by a probation officer. No more than four (4) courses for a maximum of twelve (12) credits may be taken in a full school year by a probation officer.

Section 5

It is understood that a receipt of approval for a course does not guarantee reimbursement of tuition for that course, and that reimbursement is limited to a funds available basis. It is further understood that tuition reimbursement shall be available only to probation officers who have attained permanent status of at least twelve (12) months at the time that application for approval of courses is made. It is further understood that, in the event that funds are not available for the reimbursement of all applicants, such funds as are available will be divided equally among the applicants whose courses were approved by the Chief Probation Officer in accord with this article.

ARTICLE VII - Conferences and Educational Programs

Section 1

Upon approval of the Chief Probation Officer within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend approved meetings, seminars and conferences in correction, social work and related disciplines. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

Section 2

The Chief Probation Officer shall, as he receives information, make employees aware of educational programs that are financed and initiated by Federal and State authorities by posting all such information and issuing a copy of said notice to the Association president. The Chief shall also render assistance as is required to permit the employees to partake of the aforementioned programs.

ARTICLE VIII - Supper Allowance

Effective upon the implementation of this Agreement, probation officers who are required to remain on duty through the supper hour shall receive a supper allowance in the sum of \$7. Reimbursement shall be made after submission of a voucher.

ARTICLE IX - On-Call Pay

Effective January 1, 1983, each probation officer required to be on call for 24 hour juvenile intake "beeper duties" for a full week in accordance with departmental regulations in effect shall continue to receive \$100 for that week upon submission of a voucher pursuant to the provisions of N.J.S.A. 2A:168-8. Effective January 1, 1984 and retroactive to that date, the compensation for officers required to be on call shall be \$105 subject to the same conditions outlined in paragraph 1 of this Article. Prior to implementing a mandatory assignment plan, the Chief Probation Officer shall meet with representatives of the Association to discuss the plan.

ARTICLE X - Promotional Increase

Effective June 1, 1984, if an employee is promoted from probation officer to senior probation officer, the employee's base salary shall be increased by 6%.

ARTICLE XI - Sick Leave

Section 1

Sick leave is defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance of the employee upon a member of the employees' immediate family who is seriously ill.

Sick leave will be earned according to the following schedule:

A. One day earned per month for the first calendar year. Employees who begin work with the Probation Department prior to the 16th day of the month shall be granted one (1) sick leave day for that month. Employees starting work with the Probation Department after the 15th day of the month shall not be granted sick leave for that month.

B. After their first full year of employment, probation officers shall be credited sick leave on January 1st in anticipation of sick leave being earned at a rate of one and one quarter (1 $\frac{1}{4}$) days per month.

If a probation officer required none or only a portion of this allowable sick leave during any calendar year, the amount of this leave not taken accumulates from year to year, and the employee is entitled to sick leave with pay if and when needed. At the time of separation from service, if a probation officer has used anticipated but, unearned sick leave, as provided in Section 1 B above, he/she must make reimbursement for that time.

Section 2

Officers unable to report to work due to circumstances described in Section 1 above, or for any other reason, shall be required to contact the Chief Probation Officer or his designee in accord with Monmouth County Probation Department policy.

All other procedures concerning sick leave shall be governed by Monmouth County policy as adopted by Judiciary management except where modified by the terms of this Agreement.

ARTICLE XII - Vacation

Section 1

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

Section 2

Probation officers who become ill while on vacation shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is properly notified of the occurrence of the illness and the desire of the employees to substitute such credits as described herein. Medical proof of the illness shall be required as a condition of making the substitution.

Section 3

Probation officers who exhaust their accrued sick leave during any prolonged illness may request and shall be permitted to convert and use accrued vacation credits (on a one-to-one basis) during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits and provided medical proof of the illness is supplied.

Section 4

Probation officers shall be permitted to carry over up to, but not greater than, five (5) days vacation from the previous calendar year into the succeeding calendar year subject to

receipt of scheduling approval by the Chief Probation Officer. If a dispute arises regarding approval of vacation carryover requests, the matter shall be resolved by the Assignment Judge or his judicial designee whose decision shall be final.

ARTICLE XIII - Pregnancy - Child Care Leave

Upon approval of the Chief Probation Officer and the Assignment Judge, probation officers may receive a leave of absence without pay for a period of time not to exceed ten (10) weeks for the purposes of child care following the officer or the officer's spouse giving birth.

Upon a submission of medical evidence indicating an officer's disability due to pregnancy, the probation officer may utilize accumulated sick leave in accordance with departmental policy and procedure for use of such time but, shall not be required to exhaust accrued sick leave before taking a leave without pay. In accordance with Article XI Section 1 probation officers are permitted to use accumulated sick leave to attend to a spouse who becomes seriously ill as a result of pregnancy upon submission of a doctor's note that such attendance is necessary.

ARTICLE XIV - Holidays

Section 1

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

- January 1st.....New Year's Day
- January 15th.....Martin Luther King's Birthday
- February 12th.....Lincoln's Birthday
- 3rd Monday in February.....Washington's Birthday
- Last Monday in May.....Memorial Day
- July 4th.....Independence Day
- 1st Monday in September.....Labor Day
- 2nd Monday in October.....Columbus Day
- November 11th.....Armistice or Veterans Day
- 4th Thursday in November.....Thanksgiving Day
- December 25th.....Christmas Day
- Good Friday and General Election Day.

Section 2

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

ARTICLE XV - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Monmouth County employees generally. The benefits include, but are not limited to, a non-contributory Blue Cross, Blue Shield, Rider J and Major Medical Insurance plan. Effective January 1, 1985 Monmouth County Probation Officers shall be entitled to the prescription drug benefit plan provided to employees of Monmouth County. If the county offers its employees generally the option of the medical insurance coverage previously mentioned or an HMO insurance coverage plan, the same option shall be afforded probation officers subject to the county's policy for implementing either plan.

If during the term of this Agreement, the County of Monmouth enters into a self-insurance program which would not reduce the benefits and coverage currently provided, such program and coverage shall also apply to probation officers. If during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits (i.e. optical plan) or provides any expanded coverage, and such benefits were not a subject of negotiations for this Agreement, the Assignment Judge may grant such benefit to Probation Officers or shall reopen this matter for further negotiation.

ARTICLE XVI - Place of Residence

Section 1

The Assignment Judge agrees that any officer of the Monmouth County Probation Department, after having received permanent appointment, may be permitted to reside anywhere in the State of New Jersey. However, in the event such officer has been granted the use or control of a vehicle owned by the County, then such vehicle must not be taken out of the confines of Monmouth County, except on official business. In the event such officer does reside without the County, such vehicle will be returned to the County garage or such other place as is designated by the Chief Probation Officer at the conclusion of each working day, or the time within which the same is being used or operated on probation department business. It is understood that cars shall not be used for any purpose except County business.

Section 2

If the Board of Freeholders revises its policy with respect to the car arrangements, the parties hereto agree to enter into negotiations for the purposes of discussing the impact of such a change. It is further understood that this is the only item which will be discussed in any such negotiations.

ARTICLE XVII - Liability

A. Conditions

Whenever an action is instituted against any employee for any act or omission arising out of an in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. the employee is a named defendant in a matter pending before a court of competent jurisdiction; and
2. the employee was acting in the discharge of duty imposed or authorized by law; provided
3. in criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee.

B. Procedure - Criminal Action

1. Should any criminal action be instituted against employees entitled to defense according to the foregoing paragraph for any such act or omission arising out of his/her employment as a probation officer and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him/her for the cost, not covered by policy of insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

2. If at the conclusion of the criminal proceeding a dispute arises between the County Counsel and the employee's attorney concerning the reasonableness of his fees, this issue shall be submitted to the Assignment Judge for a final and binding decision. Prior to such decision, both County Counsel and the employee's attorney shall have an opportunity to present to the Assignment Judge their respective positions as to the reasonableness of the fees.

3. In order to qualify for this reimbursement program, the attorney selected by the employee must sign an agreement in which he agrees to keep accurate and complete records of the hours which he spends on the case (to include the date and nature of service performed with regard to all times) from the outset of the case. Such documentation must be submitted by the attorney on a monthly basis prior to the payment of any monies by the County to the attorney for services rendered during that month. At the conclusion of the case, the attorney must submit an Affidavit of Services rendered which sets forth a total detailed time information record.

C. Procedure - Civil Actions

1. Any employee who is served with a summons and complaint shall, within 10 calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action to the County Counsel.

2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If, in accordance with Subsection A., the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the County, or by private counsel to be retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Monmouth.

3. The County shall provide representation to the employee at all stages of the litigation and shall save harmless and protect the employee from any financial loss or any judgment entered against the employee resulting from any action in which the County provided such representation. In instances where the County provided representation, the entering of a civil judgment against an employee does not necessarily constitute bad faith conduct by the employee.

ARTICLE XVIII - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of three (3) probation officers who are to be Association stewards for the purposes of handling grievances. One of the three (3) stewards shall be designated as an alternate to handle branch office Association activities on behalf of the principle stewards when so designated by them.

Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for the purpose of handling employees' grievances and to attend their organization's national and state meetings, provided such time off is in accordance to N.J.S.A. 38:23-2, is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

1988 05 11

ARTICLE XIX - Meetings

Representatives of the Association may meet with the Chief Probation Officer and the Assignment Judge or his designee 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 XX - Departmental Seniority

In calculating an employee's time for the purposes of departmental seniority, management shall use the original date of appointment either provisional or permanent.

Provisional officers who are terminated due to the application of the Civil Service certification process and who are subsequently appointed as permanent probation officers shall have the service accrued as a provisional applied to their departmental seniority.

This article shall not apply to the computation or application of seniority in determining individual rights administered by Civil Service, such as layoff and promotional rights or other rights governed by Civil Service; nor is this Article intended to modify management's computation or application of seniority when implementing Article III (Salaries) and Article XV (Health Benefits).

ARTICLE XXI - Posting of Vacancies

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, the Chief Probation Officer shall have such vacancy prominently posted in the main office and each branch office. At the time of the posting, the Chief shall also provide the Association president with a copy of the posting notice.

Any probation officer who is interested in applying for the vacant position shall submit a statement of interest, in writing, to his immediate supervisor and the Chief Probation Officer. The Chief Probation Officer will give consideration to all such statements of interests and will follow Civil Service regulations with regard to filling the job both provisionally and permanently.

ARTICLE XXII - Management Rights

Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Assignment Judge representing the Superior Court and management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

- A. To manage and administer the affairs and operations of the probation department;
- B. To direct its work forces and operations;
- C. To hire, promote, assign and transfer personnel;
- D. To schedule and determine work assignments;
- E. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
- F. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- G. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, Statutes and Court Rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Assignment Judge and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this Agreement shall operate to restrict the Assignment Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE XXIII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service 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 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 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 administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time; within three (3) 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, 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:

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 may appeal to the Superior Court Assignment Judge in which case the decision of the Assignment Judge or his designee shall be final and shall be rendered with reasonable promptness. The Assignment 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, and/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 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 - 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 accord 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. A copy of any document subsequently placed in the personnel file shall be given to the affected employee.

ARTICLE XXVI - Non Discrimination

The employer will not discriminate against any probation officer covered by this Agreement because of the employee's race, creed color, sex age, union affiliation, or national origin.

ARTICLE XXVII - Maintenance of Benefits

All benefits recognized by the Judge as benefits and within their exclusive control and in effect at the commencement of this Agreement shall be retained during the term of this Agreement unless modified or abridged by the provisions contained in this Agreement.

ARTICLE XXVIII - 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 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 so severed.

ARTICLE XXIX - 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 on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXX - Duration of Contract

Section 1

The provisions of this Agreement unless provided otherwise in this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1985. By mutual concurrence of the parties, the Agreement may be continued for an additional time period.

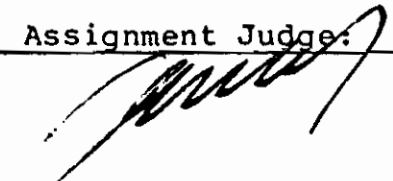
Section 2

The written notice to terminate or modify this Agreement is required to be given at least 60 days prior to December 31, 1985.

Section 3

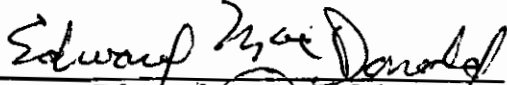
In the event of impasse during negotiations for a successor agreement, the Judiciary will upon request by the Association acquiesce to the assistance of Public Employment Relations Commission mediation and factfinding services.

Assignment Judge:

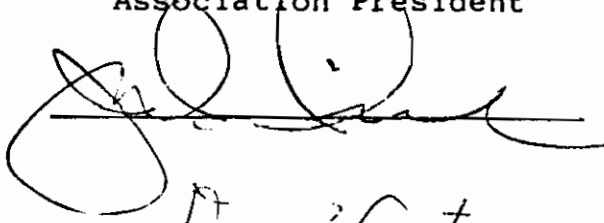


Honorable Alvin Yale Milberg
Assignment Judge Superior Court

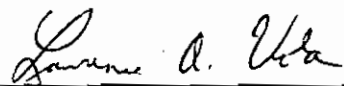
For the Association:



Edward McDonald
Association President



Don Venti



Lawrence A. Vito

Judiciary/County of Monmouth
Understanding

At the request of the Judiciary, the administration of the County of Monmouth was actively involved in the discussions for the 1983-85 Monmouth County Probation Officers' understanding and as a result, do not disagree with any of the terms contained therein.

For the County of Monmouth


Robert Collins
County Administrator

Witnessed before me
this 6th day of
August 1984.


Robert Eisler, TCA