

2-0844 07-00  
AGREEMENT

between

*Essex County, Judge Robert M. Superior Court*  
JUDGES OF THE SUPERIOR COURT OF ESSEX COUNTY

and the

ESSEX COUNTY PROBATION INVESTIGATORS' ASSOCIATION

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X JANUARY 1, 1981 - DECEMBER 31, 1982

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1981-82 ESSEX COUNTY PROBATION INVESTIGATORS' COLLECTIVE AGREEMENT

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Article I - Agreement

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982 between the Assignment Judge of the Superior Court of Essex County, New Jersey (hereinafter referred to as the "Judge") and the Essex County Probation Investigators' Association (hereinafter referred to as the "Association").

Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of Investigators of the Essex County Probation Department to negotiate matters relating to salaries and terms and conditions of employment in accordance with the rules of court and judicial policy.

Article III - Salaries

Section 1

Effective January 1, 1981 and retroactive to that date, Investigator salary ranges and increment shall be established as follows:

	<u>Investigator</u>
Minimum	\$ 10,500
Maximum	17,275
Increment	800

Section 2

Effective January 1, 1981 and retroactive to that date, each Investigator who was already receiving the maximum salary in the established range in existence on December 31, 1980 shall receive a salary adjustment equal to a 7% increase of the Investigator's base pay.

Section 3

Effective January 1, 1981 and retroactive to that date, each Investigator with more than 3 years 10 months of accumulated service in the probation department and who was not receiving the maximum salary in the established range in existence on December 31, 1980, shall receive a salary adjustment equal to a 8% increase of the Investigator's base pay. In addition, each Investigator shall receive any full or partial increment to which they may have been entitled pursuant to past practice and existing policy in the department. However, no Investigator shall receive a salary increase under this Section which would raise his/her salary above the maximum range that is fixed for the position.

#### Section 4

Effective January 1, 1981 and retroactive to that date, each Investigator with less than 3 years 10 months of accumulated service in the probation department and who was not receiving the maximum salary in the established range in existence on December 31, 1980 shall receive a salary adjustment equal to a 6% increase of the Investigator's base pay. In addition, each Investigator shall receive any full or partial increment to which they may have been entitled pursuant to past practice and existing policy in the department. However, no Investigator shall receive a salary increase under this Section which would raise his/her salary above the maximum range that is fixed for the position.

#### Section 5

Effective January 1, 1982 and retroactive to that date, Investigator salary ranges and increment shall be established as follows:

	<u>Investigator</u>
Minimum	\$ 10,500
Maximum	18,484
Increment	800

#### Section 6

Effective January 1, 1982 and retroactive to that date, each Investigator who was appointed prior to this date shall receive a salary adjustment equal to a 7% increase of the Investigator's base pay. In addition, each Investigator who was appointed prior to January 1, 1981 and was not receiving the maximum salary in the established range in existence on December 31, 1981 shall receive any full or partial increment to which they may have been entitled pursuant to past practice and existing policy in the department. However, no Investigator shall receive a salary increase under this Section which would raise his/her salary above the maximum range that is fixed for the position.

#### Section 7

Any person newly appointed (i.e., not having previously held a provisional or permanent appointment) to the Investigator position on or after January 1, 1981 shall not be entitled to an annual increment. They shall receive only the amount of the negotiated base salary increase.

#### Section 8

In providing for a variable percentage increase in base salaries for 1981 predicated on years of service in the department, it is understood that this approach is not intended to set a precedent for future negotiations after the termination of this agreement.

Article IV - Automobile Allowance

Effective with the signing of this Agreement, each Investigator who uses his/her automobile for Probation Department business within the county shall be reimbursed at a rate of 18 cents per mile.

Article V - Longevity

Investigators may receive longevity benefits that are consistent with county policy.

Article VI - Vacation Benefits

Section 1

Pursuant to R. 1:30-5(b), Investigators of the Essex County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, Investigators are entitled to the following vacation credits:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 work day for each month served
1 through completion of 5 years	12 work days
Beginning of 6 years through completion of 15 years	15 work days
Beginning of 16 years through completion of 20 years	20 work days
Beginning of 21 years and thereafter	25 work days

Section 2

The increase in vacation days will be granted in January of the year which completes the 5th, 15th and 20th year.

Article VII - Health and Welfare Benefits

Probation Investigators shall continue to be provided with all health and welfare benefits presently granted to Essex County employees generally. If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to Probation Investigators.

The Judges hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

- (a) To the executive management and administrative control of the probation department and its facilities, and the activities of its employees;
- (b) To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Judges, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county or local laws or ordinances or the Rules of Court.

#### Article IX - Grievance Procedure

As authorized by N.J.S. 34:13A-5.3, the parties agree that a complaint or grievance of any Investigator relating to the interpretation, application or alleged violation of any provision of this contract, 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 employee's immediate supervisor, i.e., the Senior Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, within 3 working days if possible. At this level, a complaint or grievance need not be in writing.

Step 2 - If not resolved at Step 1, the grievance shall be put in writing, signed by the aggrieved employee and submitted to the appropriate Principal Probation Officer II, who shall acknowledge its receipt within 3 working days and shall render a decision within 5 working days.

Step 3 - If not resolved by the Principal Probation Officer II, the written grievance shall be referred to the Assistant Chief Probation Officer, who shall render a decision within 5 days.

Step 4 - If not resolved by the Assistant Chief Probation Officer, the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within 10 days.

Step 5 - If the aggrieved Investigator is not satisfied with the decision of the Chief Probation Officer, he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures." With the agreement of both parties, this step may be bypassed and the grievance be submitted directly to Step 6.

It is understood that, if there is a cost associated with the service, the cost of said mediation service should be split between the parties.

Step 6 - In the event Step 5 is bypassed, or if either party is not satisfied with the recommendations of the Board of Mediation, he/she may choose to utilize one of the following two options:

- (a) The Investigator may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- (b) He may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered within 20 days of the date of receipt of the grievance.

All grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable 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 any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

#### Article X - Benefits Inclusion

Except as otherwise provided herein, all rights, privileges and benefits which have heretofore been provided to the Probation Investigators by law or in accordance with judicial rules or policies and which are presently being so provided to them shall be maintained and continued by the Judge during the term of this Agreement.

However, all rights, privileges and benefits involving terms and conditions of employment which have heretofore been provided to the Probation Investigators by the judiciary, in accordance with Essex County rules and policies, shall be maintained and continued without alteration or modification during the term of this Agreement.

#### Article XI - Liability Provisions

##### A. POLICY

Whenever an action is instituted against any employee for any act or omission arising out of and 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. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in the discharge of duty imposed or authorized by law; and
3. The employee is a named defendant in a matter pending before a court of competent jurisdiction.

##### B. PROCEDURE - CRIMINAL ACTION

1. Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing paragraph for any act or omission arising out of his/her employment as a Probation Investigator 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 Essex.
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 constitute bad faith conduct by the employee.

## Article XII - 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 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 30 days to renegotiate the item so severed.

## 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 issue, but only by mutual consent and upon the happening of some unforeseen event.

## Article XIV - Pay Holdback

Commencing in 1982, the County will implement a payroll holdback plan, which shall not exceed one week. The procedure for such holdback shall be consistent with that employed on a county-wide basis.

## Article XV - Duration of Agreement

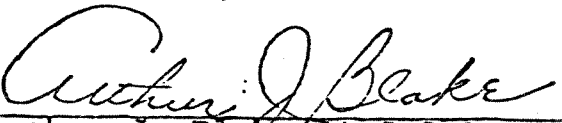
### Section 1

The provisions of this Agreement shall be retroactive to January 1, 1981 and shall remain in full force and effect until December 31, 1982. Six months prior to December 31, 1982, the termination date of current contract, each party shall submit to the other, in writing, its proposed changes for a successor agreement. If agreement on these proposed changes is not reached by December 31, 1982, the contract shall remain in full force and effect, without change until after an impasse, as defined by PERC, has been reached.

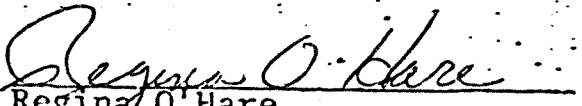
Negotiations for the substitute Agreement concerning all terms and conditions of employment, including salary, shall commence no later than July 1, 1982 upon written notice by either party.

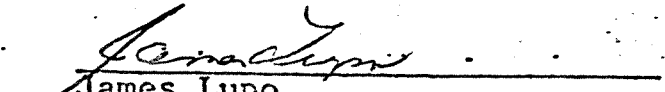
IN WITNESS of this Agreement, the parties to it have  
affixed their signatures this 17<sup>th</sup> day of March, 1982.

FOR THE JUDGES

  
Arthur J. Blake, A.J.S.C.

FOR THE ASSOCIATION

  
Regina O'Hare

  
James Lupo

  
Diane Morresi

In Re: Proposed Salaries And  
Other Benefits For Probation )  
Investigators of Essex County)

(Notice To Essex County  
Board of Chosen Freeholders  
Of Hearing)

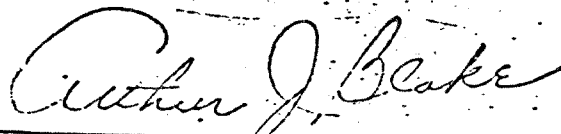
In accordance with the court rules, judicial policy and agreement with the county, the judiciary has now assumed responsibility for conducting collective negotiations over wages and other working conditions with Investigators of the probation department.

The Judges through their negotiator have reached a tentative agreement with the Essex County Probation Investigators' Association (hereafter referred to as the "Agreement") with respect to salaries and related matters covering the years 1981-82.

The Association and the Judges have tentatively agreed to the provisions of this Agreement (Attachment I), subject, however, to a hearing to be afforded the Board of Chosen Freeholders. The Agreement will be formally considered by Assignment Judge Arthur J. Blake on \_\_\_\_\_, 1982 in \_\_\_\_\_ with a view to determining whether the Agreement should be executed and a formal order should be entered effectuating the provisions thereof.

The Board of Chosen Freeholders at that meeting will be given an opportunity, if it so desires, to be heard on the matter. If, prior to such date, the Board notifies the undersigned that they have no objection to the proposed Agreement, such meeting will not be held and the Agreement will be duly executed and an appropriate order entered.

Dated: *March 17<sup>th</sup>*, 1982



Arthur J. Blake, A.J.S.C.