

Contract no. 407

1991 MERCER COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1991 Mercer County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this day of , 1991, by and between the Assignment Judge (hereinafter referred to as the "Judge") and the Probation Association of New Jersey (PANJ), Mercer County Local (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Probation Association of New Jersey as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Mercer County Probation Department (hereinafter referred to collectively as "Probation Officers") to negotiate matters relative to salaries and terms and conditions of employment.

ARTICLE III - SalariesSection 1

Effective January 1, 1991, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$22,800	\$30,746
Senior Probation Officer	26,488	38,600

Section 2

Effective January 1, 1991, and retroactive to that date, each Probation Officer and Senior Probation Officer shall receive an increase of five percent (5%) added to his/her December 31, 1990 base salary.

Section 3

Effective July 1, 1991, and retroactive to that date, probation officers' and senior probation officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$23,000	\$31,053
Senior Probation Officer	26,488	38,600

Section 4

Effective July 1, 1991, and retroactive to that date, each Probation Officer and Senior Probation Officer earning less than \$38,600 shall receive an increase of one percent (1%) added to his/her June 30, 1991 base salary.

ARTICLE III - Salaries (Continued)**Section 4 (Continued)**

Effective July 1, 1991, and retroactive to that date, each Senior Probation Officer whose June 30, 1991 base salary is \$38,600 shall receive a one time only bonus of \$275, not to be included in base pay.

Section 5

Effective the last pay period in December, 1991, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$23,500	\$31,500
Senior Probation Officer	26,600	38,600

Section 6

Effective the last pay period in December, 1991, each Probation Officer and Senior Probation Officer shall be paid in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE IV - Automobiles**Section 1**

As authorized by N.J.S.A. 2A:168-8, a Probation Officer, when designated by the Division Manager/Vicinage Chief Probation Officer to use his/her private vehicle on probation department business, shall, during the period of this Agreement, continue to be reimbursed at the rate of twenty cents (20¢) per mile. 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 Manager/Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Division Manager/Vicinage Chief Probation Officer. Probation Officers will not be reimbursed for mileage incurred during travel between the probation office and their place of residence. When business travel is in conjunction with such commutation, reimbursement will be made only for mileage in excess of normal commutator mileage.

Section 2

Probation Officers authorized to use private vehicles on probation department 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 damage in the amount of \$25,000 for each occurrence. Possession of such coverage and costs shall be verified by submission of satisfactory proof to the Division Manager/Vicinage Chief Probation Officer. Each officer who is directed to use his/her automobile in the course of performance of his/her duties shall receive the cost of his/her automobile physical damage insurance coverage (liability, comprehensive and collision) for the automobile used for business purposes less

ARTICLE IV - Automobiles (Continued)

Section 2 (Continued)

whatever the same physical damage insurance would cost for non-business purposes. In the event a probation officer desires higher limits of coverage, the officer will have to pay the excess premium.

Reimbursement by the County will be upon presentation of a statement from the insurance company or broker setting forth the costs involved upon renewal of an officer's policy.

Section 3

If a Probation Officer's personal automobile is damaged while being used in connection with his/her official duties (not including commuting between home and office) and recovery for such damage is reduced by a deductible provision in his/her insurance policy covering collision, then the County shall reimburse the officer in an amount equal to one-half ($\frac{1}{2}$) of the deductible amount. Such reimbursement will be made upon presentation of a copy of the insurance company settlement statement and proof that the automobile was being used for official business, as indicated above, at the time the accident occurred.

Section 4

If, during the period of this Agreement, the County increases the mileage rate beyond twenty cents (20¢) for County employees generally, then Probation Officers will automatically be entitled to the higher rate.

ARTICLE V - Meal Allowance

Section 1

Effective January 1, 1991, and retroactive to that date, Probation Officers who are required to remain on duty to receive reports of probationers through the supper hour of 6:00 p.m. shall be paid a supper allowance of up to seven dollars and twenty-five cents (\$7.25). Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 2

Effective January 1, 1991, and retroactive to that date, Probation Officers, while in attendance at meetings, conferences and training courses in other counties and states, and when 35 miles or more away from the Mercer County Courthouse on official business during the normal meal hours set forth below, when approved by the Division Manager/Vicinage Chief Probation Officer, shall be entitled to a meal allowance of four dollars and fifty cents (\$4.50) for breakfast, six dollars and fifty cents (\$6.50) for lunch, and twelve dollars and fifty cents (\$12.50) for supper.

ARTICLE V - Meal Allowance (Continued)

Section 2 (Continued)

The normal meal hours are as follows:

Breakfast	7:00 a.m. to 8:00 a.m.
Lunch	12 Noon to 1:00 p.m.
Supper	6:00 p.m. to 7:00 p.m.

All reimbursement for meals covered under this Agreement shall be made only upon presentation of a valid receipt for the expenses incurred, as provided in N.J.S.A. 2A:168-8.

ARTICLE VI - Educational Awards

Section 1

Effective January 1, 1991 Probation Officers who have, or who shall hereafter obtain, a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Division Manager/Vicinage Chief Probation Officer and approved by the Judge shall be entitled to an annual award of seven hundred and ten dollars (\$710). The decision of the Judge shall be final and not subject to further appeal. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Division Manager/Vicinage Chief Probation Officer.

Section 2

Effective the last pay period of December, 1991, any Probation Officer who has or who shall hereafter obtain a Master's Degree as described in Section 1 above, shall be advanced one (1) step on the salary schedule (Appendix A) in lieu of the annual award as described in Section 1 of this Article.

Section 3

Probation Officers are eligible for tuition reimbursement consistent with the Mercer County policy on tuition reimbursement.

ARTICLE VII - Longevity

Probation Officers shall receive longevity benefits as are awarded to Mercer County employees generally.

ARTICLE VIII - Vacation and Other Leave Credits

Section 1

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

Section 2

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

Section 3

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 Division Manager/Vicinage Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

Section 4

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, provided the Division Manager/Vicinage Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

ARTICLE IX - 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
- 3rd Monday in January 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 Veteran's Day
- 4th Thursday in November Thanksgiving Day
- December 25th Christmas Day
- General Election and Good Friday

ARTICLE IX - Holidays (Continued)

Section 2

If any Probation Officer is required to work a legal holiday or other day off granted by the Judiciary, the officer will be granted an equivalent amount of time off.

ARTICLE X - Health and Welfare Benefits

Probation Officers shall continue to be provided with health and welfare benefits presently granted to Mercer County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a prescription drug plan and a dental plan. If, during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits, such as an optical plan or provides any expanded coverage, such benefits shall simultaneously be awarded to Probation Officers.

ARTICLE XI - Residence

Probation Officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the probation department.

ARTICLE XII - Meetings

The Division Manager/Vicinage Chief Probation Officer, as the representative of the Judge, and the representatives of the Association shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

ARTICLE XIII - Provisional Appointment

In case an officer receives a provisional appointment by the Judge to serve for an extended or indefinite period in a position higher than his/her permanent civil service rank, he/she shall be entitled to and receive the established salary for the position during the period such appointment is in effect.

ARTICLE XIV - Conference Attendance

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 on corrections, social work and related disciplines, for which their traveling and maintenance expenses shall be paid out of the County treasury, subject to the approval of the Division Manager/Vicinage Chief Probation Officer.

ARTICLE XV - Employee Rights

The Judge hereby agrees that every Probation Officer shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. The Judges agree that they shall not directly or indirectly discourage or deprive or coerce any Probation Officer in the enjoyment of any rights conferred by applicable laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States; that they shall not discriminate against any Probation Officer with respect to any terms or conditions of employment by reason of their membership in the Association, participation in collective negotiations with the Judges, the institution of any grievance, complaint or proceeding under this Agreement or any other matter with respect to any term or condition of employment.

ARTICLE XVI - Association RightsSection 1

The Association shall furnish to the Division Manager/Vicinage Chief Probation Officer the names of three (3) probation officers who are to be designated as Association representatives for the purpose of handling grievances. The Association shall also notify the Division Manager/Vicinage Chief Probation Officer of any changes in the designated representatives.

Section 2

Time off with pay shall be provided for designated representatives of the Association for the purpose of handling employee's grievances and to attend the Probation Association of New Jersey's state meetings. Such time off with pay shall not exceed an aggregate of fifteen (15) days in each contract year. The Division Manager/Vicinage Chief Probation Officer or his designee shall be notified at least twenty-four (24) hours in advance of using any portion of the aforementioned time.

Section 3

Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, hearings or conferences not related to grievances, he/she shall suffer no loss in pay or benefits and that time shall not be deducted from the allotment of days guaranteed by Section 2 of this Article.

ARTICLE XVII - Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon notification to the Division Manager/Vicinage Chief Probation Officer. After initial review, all documents contained in such files shall be sequentially numbered. An officer will be permitted to copy a reasonable number of individual documents.

ARTICLE XVIII - Suspensions and Discipline

Section 1

Whenever the Division Manager/Vicinage Chief Probation Officer suspends a Probation Officer for a term more than five (5) days at one time, three (3) times in any one (1) year, or a period of fifteen (15) days in the aggregate, a written notice of the charges shall be served on the employee. Within ten (10) days after written notice has been served, the employee may request and shall be granted a formal hearing with the Division Manager/Vicinage Chief Probation Officer. Such hearing may be granted by the Division Manager/Vicinage Chief Probation Officer before or after the suspension, whichever he deems is in the best interest of the department.

Section 2

If a suspended officer is dissatisfied with the determination of the Division Manager/Vicinage Chief Probation Officer, the matter may be appealed in accordance with Step 3 of the Grievance Procedure incorporated in this Agreement.

Section 3

Employees shall be notified of conduct that may be cause for disciplinary action within ten (10) days from the date management (immediate supervisory staff and/or the Division Manager/Vicinage Chief Probation Officer) could reasonably have known that such conduct had taken place.

ARTICLE XIX - 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 of the County 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:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;

ARTICLE XIX - Management Rights (Continued)

3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. 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 Division Manager/Vicinage Chief Probation Officer.

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 recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management's use and enjoyment of its 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 Judge and Management in the exercise of their rights.

ARTICLE XX - 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 XXI - Posting of Vacancies

Section 1

Whenever an opportunity for promotion 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 Division Manager/Vicinage Chief Probation Officer shall have such vacancy prominently posted. At the time of the posting the Division Manager/Vicinage Chief Probation Officer shall also provide the Association representative with a copy of the posting notice.

Section 2

Any probation officer desiring to transfer to a vacant position within the Mercer County Judiciary shall submit a written request to the Trial Court Administrator and Division Manager/Vicinage Chief Probation Officer with a copy to both the employee's immediate supervisor and the supervisor of the area where the vacancy exists.

ARTICLE XXII - Transport of Clients

No officer shall be required to transport a client or prisoner.

ARTICLE XXIII - 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, excluding the exercise of management rights under Article XIX of this Agreement, 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 be first taken to the officer's immediate supervisor, e.g., the Principal Probation Officer II, within ten (10) days from the date the grievant should reasonably have known an alleged violation occurred. The

ARTICLE XXIII - Grievance Procedure (Continued)

Supervisor 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 Step 1, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Division Manager/Vicinage Chief Probation Officer (with copy to the Assignment Judge) within ten (10) days from the date the decision was rendered in Step 1 or the grievance shall be considered abandoned. The Division Manager/Vicinage Chief Probation Officer shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. The time limit in this step may be extended by mutual consent;

Step 3 - Within ten (10) days from the date a decision was rendered in Step 2, if the aggrieved officer is not satisfied with the decision of the Division Manager/Vicinage Chief Probation Officer, 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 Merit System Board agrees to hear the case, or
- (b) He/She may appeal to the Assignment Judge in which case the decision of the Judge will be made in writing, shall be final and binding, 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 him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable statute or court rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing or by a bona fide member of the Association designated to represent him/her, pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employee and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XXIV - Dues Deduction**Section 1**

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.

Section 2 - Representation Fee (Agency Fee)

a. 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 Association that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Association.

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.

b. 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 Association 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.

ARTICLE XXIV - Dues Deduction (Continued)

Section 2 - Representation Fee (Agency Fee) (Continued)

c. 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 Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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.

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

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

The Association 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 Association 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 Association to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Association.

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

(1) 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) 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

ARTICLE XXIV - Dues Deduction (Continued)**Section 2 - Representation Fee (Agency Fee) (Continued)**

- e. (1) (a) the cost of benefits only available to nonmembers of the majority representative.
- (b) 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.
- (c) 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.
- (d) 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.
- (2) 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 Association establishes and maintains this review system.

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

f. **Judiciary and County Held Harmless** - The Association 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 Association. 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.

ARTICLE XXIV - Dues Deduction (Continued)

Section 2 - Representation Fee (Agency Fee) (Continued)

g. 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 XXV - 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 thirty (30) days to renegotiate the item so severed.

ARTICLE XXVI - Liability Insurance

All employees covered by the terms of this Agreement shall be entitled to liability insurance coverage (except for auto insurance) and the provision of legal assistance in all actions arising out of the performance of their official duties in the same amount or to the same extent as all other non-law enforcement and law enforcement employees of the County of Mercer.

ARTICLE XXVII - 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 mutual consent and upon the happening of some unforeseen event.

ARTICLE XXVIII - Duration of Contract

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

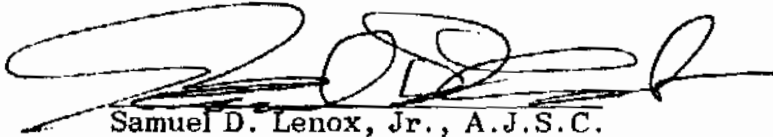
A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1991.

ARTICLE XXVIII - Duration of Contract (Continued)

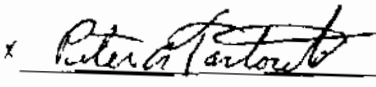
Section 2 (Continued)

In witness of this Agreement, the parties to it have affixed their signatures this 12th day of November, 1991.

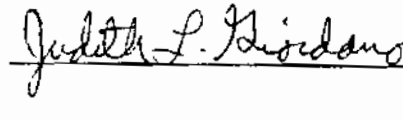
For the Judiciary


Samuel D. Lenox, Jr., A.J.S.C.

For the Probation Association of
New Jersey-Mercer Local

*  , President PANS

 , Pres. PANS
Local 103

 , Vice Pres. P.A.
Local 10



APPENDIX A

July 1, 1991
Base Salary

Last Pay Period of December
1991 - Base Salary

<u>Probation Officers</u>		<u>Step*</u>	<u>Salary*</u>
Minimum	\$23,000.	Minimum.	\$23,500
	23,092.	1	24,500
	23,256.	1	24,500
	23,311.	1	24,500
	23,411.	1	24,500
	23,460.	1	24,500
	23,595.	1	24,500
	24,224.	2	25,500
	24,411.	2	25,500
	25,258.	3	26,500
	25,497.	3	26,500
		4	27,500
	27,325.	5	28,500
		6	29,500
		7	30,500
	30,274.	Maximum.	31,500

<u>Senior Probation Officers</u>		<u>Step*</u>	<u>Salary*</u>
Minimum	\$26,488.	Minimum.	\$26,600
	28,091.	1	28,100
	30,081.	2	29,600
	30,364.	3	31,100
	30,943.	3	31,100
	30,943.	4	32,600
	31,758.	4	32,600
	31,788.	4	32,600
		5	34,100
	34,254.	6	35,600
	35,197.	6	35,600
	36,789.	7	37,100
	38,600.	Maximum	38,600

*There shall be no automatic step movement until the successor Agreement is signed.