

Mercer County Judge of the Court

and

1988-90 Mercer County Probation Officers' Collective Agreement

(Senior Probation Officers and Probation Officers)

x January 1, 1988 - December 31, 1990

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1988-90 Mercer County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this 14 day of November, 1988, by and between the Assignment Judge (hereinafter referred to as the "Judge"), and the Mercer County Probation Officers' Association (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association 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 - Salaries

Section 1

Effective January 1, 1988, and retroactive to that date, Probation Officer's and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$17,600	\$25,934
Senior Probation Officer	21,268	32,684

Section 2

Effective January 1, 1988, and retroactive to that date, each Probation Officer and Senior Probation Officer shall receive an increase of four percent (4%) added to his/her December 31, 1987 base salary.

Section 3

Effective July 1, 1988, 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	\$18,500	\$26,184
Senior Probation Officer	22,368	32,998

Section 4

Effective July 1, 1988, and retroactive to that date, each Probation Officer shall receive an increase of nine hundred dollars (\$900) added to his/her June 30, 1988 base salary.

Effective July 1, 1988, and retroactive to that date, each Senior Probation Officer shall receive an increase of eleven hundred dollars (\$1,100) added to his/her June 30, 1988 base salary.

If a Probation Officer's or Senior Probation Officer's base salary would exceed the maximum established for his/her title by receiving the full increase, then in that event such officer shall receive a partial increase up to, but not greater than, the appropriate maximum salary for his/her title.

Section 5

Effective January 1, 1989, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,150	\$27,231
Senior Probation Officer	23,263	34,318

Section 6

Effective January 1, 1989, each Probation Officer and Senior Probation Officer shall receive an increase of four percent (4%) added to his/her December 31, 1988 base salary.

Section 7

Effective July 1, 1989, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$20,150	\$27,755
Senior Probation Officer	24,363	34,978

Section 8

Effective July 1, 1989, each Probation Officer shall receive an increase of one thousand dollars (\$1,000) added to his/her June 30, 1989 base salary.

Effective July 1, 1989, each Senior Probation Officer shall receive an increase of eleven hundred dollars (\$1,100) added to his/her June 30, 1989 base salary.

If a Probation Officer's or Senior Probation Officer's base salary would exceed the maximum established for his/her title by receiving the full increase, then in that event such officer shall receive a partial increase up to, but not greater than, the appropriate maximum salary for his/her title.

Section 9

Effective January 1, 1990, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$20,750	\$28,865
Senior Probation Officer	25,338	36,377

Section 10

Effective January 1, 1990, each Probation Officer and Senior Probation shall receive an increase of four percent (4%) added to his/her December 31, 1989 base salary.

Section 11

Effective July 1, 1990, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$21,775	\$29,282
Senior Probation Officer	26,488	36,902

Section 12

Effective July 1, 1990, each Probation Officer shall receive an increase of one thousand twenty-five dollars (\$1,025) added to his/her June 30, 1990 base salary.

Effective July 1, 1990, each Senior Probation Officer shall receive an increase of one thousand one hundred fifty dollars (\$1,150) added to his/her June 30, 1990 base salary.

If a Probation Officer's or Senior Probation Officer's base salary would exceed the maximum established for his/her title by receiving the full increase, then in that event such officer shall receive a partial increase up to, but not greater than, the appropriate maximum salary for his/her title.

ARTICLE IV - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer, when designated by the 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 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 Chief Probation Officer. Forms for this purpose will be furnished by the 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 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 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 20c for county employees generally, then probation officers will automatically be entitled to the higher rate.

ARTICLE V - Meal Allowance

Section 1

Effective January 1, 1988, 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 \$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, 1988, 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 Chief Probation Officer, shall be entitled to a meal allowance of \$4.50 for breakfast, \$6.50 for lunch, and \$12.50 for supper.

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

Effective January 1, 1988 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 Chief Probation Officer and approved by the Judge shall be entitled to an annual award of \$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 Chief Probation Officer.

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 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 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	

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 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 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 Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association Stewards for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or alternative representative.

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 employee grievances and to attend their organization's national and state meetings,

provided such time off is in adherence to N.J.S.A. 38:23-2, and is not in excess of five 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.

ARTICLE XVII - Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon notification to the 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 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 Chief Probation Officer. Such hearing may be granted by the Chief 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 Chief, 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 Chief) 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;
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 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 - 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 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 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 Chief 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 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.
- (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 XXII - Dues Deduction

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

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

ARTICLE XXIII - Vacancies

The probation staff (Probation Officers and Senior Probation Officers) will be notified of all vacancies. Notification will be by memorandum to each Probation Officer and Senior Probation Officer in the Department, exclusive of officers assigned to the Division, Section or Unit where the vacancy exists.

In accordance with the established practice, officers interested in a transfer or reassignment to the vacant position will have five (5) working days from the receipt of the notice to respond.

ARTICLE XXIV - 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 XXV - 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 XXVI - 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 XXVII - Duration of Contract

Section 1

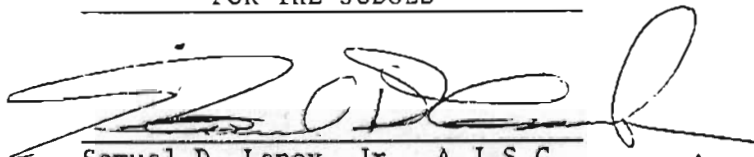
The provisions of this Agreement shall be retroactive to January 1, 1988 and shall remain in full force and effect until December 31, 1990. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

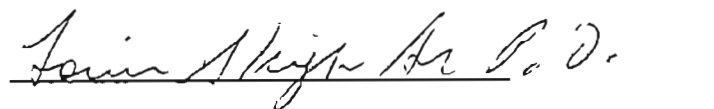


A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1990.

In witness of this Agreement, the parties to it have affixed their signatures this 28 day of October, 1988.

FOR THE JUDGES


Samuel D. Lenox, Jr., A.J.S.C.
11/17/88

FOR THE ASSOCIATION




Pres., M.C.P.O.A.
10/28/88