

Essex

AGREEMENT

Between

Essex County Judges of the Superior Court
JUDGES OF THE SUPERIOR COURT OF ESSEX COUNTY

and the

ESSEX COUNTY PROBATION OFFICERS' ASSOCIATION

X JANUARY 1, 1983 - DECEMBER 31, 1984

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1983 - 1984 ESSEX COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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Article I - Agreement

This Agreement is entered into this *5th* day of *December*, 1983 between the Assignment Judge of the Superior Court of Essex County, New Jersey (hereinafter referred to as the "Judge") and the Essex County Probation Officers' Association (hereinafter referred to as the "Association").

Article II - Recognition

For the purposes of this Agreement, the Judge hereby recognizes the Association as the sole and exclusive representative of Principal Probation Officers I, Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Essex 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 and Benefits

Section 1

Effective January 1, 1983, and retroactive to that date, probation officer salary ranges and increments shall be established as follows:

	Senior Probation Officer	Senior Probation Officer	Principal Probation Officer II	Principal Probation Officer I
Minimum	\$14,000	\$15,000	\$16,600	\$18,200
Maximum	23,555	25,857	28,745	31,819
Increment	964	1,065	1,152	1,264

Section 2

Effective January 1, 1983, and retroactive to that date, each probation officer shall receive a salary adjustment equal to 5 percent (5%) of his/her base salary in existence on December 31, 1982. Additionally, any officer not at maximum salary on December 31, 1980 shall receive the amount of any full or partial increment to which the officer may have been entitled under prior labor agreements. The award of the increment applies to any officer who previously held a provisional or permanent appointment and left the position or department and returned thereto under a renegotiated labor agreement. Such increases, if due, shall be made in accordance with past practices of the parties.

Section 3

Any person newly appointed (i.e., not having previously held a provisional or permanent appointment) to the entrance level probation officer position, or or after January 1, 1981, shall not be entitled

to an annual increment. They shall receive only the amount of the negotiated increase.

Section 4

Effective September 1, 1983, and retroactive to that date, probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$14,000	\$15,000	\$16,600	\$18,200
Maximum	24,026	26,374	29,320	32,455
Increment	964	1,065	1,152	1,264

Section 5

Effective September 1, 1983, and retroactive to that date, each probation officer shall receive a salary adjustment equal to 2 percent (2%) of his/her base salary in existence on August 31, 1983.

Section 6

Effective January 1, 1984, probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$14,500	\$15,500	\$17,100	\$18,700
Maximum	25,468	27,956	31,079	34,402
Increment	964	1,065	1,152	1,264

Section 7

Effective January 1, 1983, each probation officer shall receive a salary adjustment equal to 6 percent (6%) of his/her base salary in existence on December 31, 1983. Additionally, any officer not at maximum on December 31, 1980 shall receive the amount of any full or partial increment to which the officer may have been entitled under prior labor agreements. The award of the increment applies to any officer who previously held a provisional or permanent appointment and left the position or department and returned thereto under a renegotiated labor agreement. Such increases, if due, shall be made in accordance with past practices of the parties.

Section 8

Any person newly appointed (i.e., not having previously held a

provisional or permanent appointment) to the entrance level probation officer position, on or after January 1, 1981, shall not be entitled to an annual increment. They shall receive only the amount of the negotiated increase.

Section 9

No probation officer shall receive a salary increase under Section 2, 5 or 7 of this article which would raise his/her salary above the maximum range that is fixed for the position occupied during each year of the agreement. In the event such a development were to occur, the officer so affected shall receive only the maximum salary of the appropriate range.

Section 10

Pay Hold-Back

Effective following the execution of this Agreement, the County of Essex will implement a one (1) week salary hold-back plan. The hold-back procedure shall be consistent with the county's policy for its employees generally, however, in no event shall more than one (1) day's salary be withheld in each pay period.

Article IV - Meal Allowance

Any probation officer who is required to remain on duty beyond 4:00 P.M. and through 6:00 P.M. shall receive a meal allowance of \$6.00 for each such duty assignment subject to approval by the appropriate administrator or the court.

Article V - Automobile Allowance

Effective with the signing of this Agreement, each probation officer who uses his/her automobile for Probation Department business within the county shall be reimbursed at a rate of 24 cents per mile, not to exceed \$125 monthly.

Article VI - Cash Education Award (Annual Educational Increment)

Section 1

Effective January 1, 1983, and retroactive to that date, each probation officer who is now or who hereafter becomes the holder of an approved Master's Degree, as defined in Section 2, shall receive a cash educational award (annual educational increment) of \$1,200 in addition to all other increments to which he/she may be entitled hereunder and the maximum salary to which he/she may become entitled shall also be increased by that amount. In no event shall an officer be paid more than one (1) educational stipend annually even if the officer has attained more than one (1) graduate level degree.

Section 2

An approved "Degree" is defined as one from a institution within the continental limits of the United States whose name has appeared as an accredited institution of higher education in Accredited Institutions of Higher Education published by the American Council on Education for the Federation of Regional Accrediting Commissions of Higher Education in the issue thereof appearing immediately prior to the employee enrolling in such institution and shall be limited to a degree given for a major concentration in the following areas:

1. Social Work
2. Correction
3. Criminology
4. Sociology
5. Psychology
6. Counselling
7. Guidance
8. Behavioral Science
9. Public Administration
10. Criminal Justice
11. Law - The cash educational award (annual educational increment) shall be granted to the holder of a Law Degree only upon the completion of two (2) years' service in the Probation Department following receipt of the Law Degree.
12. Any other degree where the major concentration of courses is related to the probation practice.

Section 3

Effective January 1, 1983, and thereafter, any newly appointed probation officer with an approved Master's Degree shall receive a cash educational award (annual educational increment) upon reaching their first anniversary date, consistent with the provisions of Section 1 and 2 of this article.

Section 4

In the event of a dispute as to whether a "Degree" is "approved" within the meaning hereof, the same shall be resolved by the Assignment Judge or his/her designee. Such determination shall be final notwithstanding any other provisions of this Agreement.

Section 5

A probation officer may obtain credit for a "Degree" in the foregoing areas from an institution of higher education outside the continental limits of the United States by obtaining approval thereof by the Assignment Judge or his/her designee. This determination shall be final, notwithstanding any other provision of this Agreement.

Article VII - Longevity

Section 1

The longevity plan shall be eliminated for all probation officers hired on or after January 1, 1978.

Section 2

Longevity payments shall be frozen at the increment rate for the title in effect on December 31, 1977.

Section 3

During the five year period commencing January 1, 1978, all prior inequities in longevity payments to employees shall be eliminated so that all employees shall have received equal longevity payments at the 1977 increment rate.

Article VIII - Vacation Benefits

Section 1

All probation officers hired prior to July 1, 1983 shall receive the vacation policy heretofore in effect and the following annual vacation leave shall be granted, except as provided in Section 2 hereof:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 working day for each month of service
1 year through 12 years	15 working days
13 years through 19 years	20 working days
20 years or more	25 working days

Section 2

Vacation of one (1) week may be carried over to April 1 of the year after they are earned and then must be used or be forfeited. In extreme or unusual cases the April 1 deadline may be extended at the discretion of the Chief Probation Officer with approval of the Assignment Judge.

Section 3

All probation officers hired subsequent to July 1, 1983, shall receive the same vacation benefits provided to other Essex County employees generally, subject to the limitation of Section 2 above.

Article IX -- Health and Welfare Benefits

Probation Officers 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 officers.

Article X - Transportation of Probationers

No probation officer shall be required to transport probationers or other defendants in his or her privately owned automobiles.

Article XI - Management Rights

The Assignment Judge as delegated by the Supreme Court hereby retains and reserves unto the Judges 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) 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 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 XII - 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 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 XIII - Transfer Policy

Section 1

An initial vacancy exists whenever an officer is terminated from the department leaving the department one (1) officer short in the table of organization provided management determines they intend to fill such vacancy.

Section 2

Whenever the Chief Probation Officer determines that an initial vacancy exists in a permanent position in which he would consider a transfer, a notice of vacancy shall be posted in the main office and each of the branch offices of the department. Such notice shall indicate a closing date no less than seven (7) working days following its promulgation for receipt of transfer requests. Posting shall be required only at the time of the initial vacancy.

Once the initial vacancy is posted and prior to the closing date, eligible Probation Officers interested in a transfer may bid, for the posted position, or any other position in the department, by forwarding to the Chief Probation Officer a letter of intent specifying their reasons for requesting transfer as well as the desired work unit.

Prior to filling the initial vacancy or any other vacancy resulting from the initial personnel action, the Chief shall consider the applications of eligible candidates.

The provisions of this article shall in no way limit the Chief's prerogative to select any probation officer to fill a vacancy either by promotion or transfer. In the event a transfer is involuntary, the Chief shall give written notice of such transfer to the affected Probation Officer no less than ten (10) working days prior to the effective date.

Article XIV - Grievance Procedure

Parties agree that a complaint or grievance of any probation officer relating to the interpretation, application, or alleged violation of any provision of this Agreement, 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 Principal Probation Officer) within ninety (90) days from when the grievant or the Association should reasonably have known that the alleged violation had taken place. The supervisor shall make an effort to resolve the problem within a reasonable

period of time within three (3) days if possible.

At this level, a complaint or grievance need not be in writing.

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 appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days.

Step 3 - 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 ten (10) days.

Step 4 - If the aggrieved officer 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 5.

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 5 - In the event Step 4 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 officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.

(b) He/she may appeal to the Assignment Judge in which case the decision of the Judge shall be final and shall be rendered within twenty (20) days of the receipt of the grievance.

Earlier steps of the grievance procedure (i.e., Steps 1 and 2) may be bypassed to a more appropriate step if both parties agree that the subject matter of the grievance involves a substantive decision or policy promulgated by a Principal Probation Officer I, Assistant Chief, or Chief Probation Officer. Grievances involving the application of departmental or contractual procedure shall be filed with the employee's immediate supervisor at the appropriate step of the grievance procedure previously set forth in this article.

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 Statute or Court Rule shall be limited to Step 5(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 employer and the representative organization shall be utilized by any dispute covered by the terms of such agreement.

Article XV - Discipline

A. It is expressly understood that all employees covered by this Agreement are obligated to comply conscientiously with all rules, regulations, policies, and directives of the Judiciary.

B. Failure to do so shall constitute grounds for appropriate corrective and/or disciplinary measures. Discipline may be imposed for those causes set forth in N.J.A.C. 4:1-16-9; and for violation of the rules, regulations, policies and directives of the Judiciary (including the Essex County Probation Department). Causes referred to herein for applying discipline are not meant to be exclusive.

C. Permanent employees subject to the application of the provisions of this article for misconduct that could lead to or has resulted in reduction in grade, suspension without pay for more than five (5) working days, fine, discharge, or similar penalty are entitled to the following:

1. Written notice of claimed violation;
2. Within ten (10) working days following notice of violation, the Chief Probation Officer shall hold a hearing at which the employee(s) is permitted to attend with representation;
3. An opportunity to present evidence in his or her defense, and
4. Within ten (10)-working days following the hearing, a written statement of the findings, conclusions and action taken.

D. The procedure incorporated in Parts A through C of this article is not intended to preclude a probation officer from exercising rights granted by Civil-Service in accordance with N.J.A.C. 4:1-16.7 for the review of discipline, unless the officer elects to utilize Part E of this article, or under circumstances set forth in Article XII of this Agreement.

E. If the disciplined party is not satisfied with the decision of the Chief Probation Officer, within five (5) working days thereafter disciplinary decisions as set forth in Part C of this article may be appealed to the Assignment Judge or his Judicial designee whose decision shall be final.

F. In the event the alleged misconduct is of a criminal nature the employee shall at all times have a right to legal representation.

Article XVI - Benefits Inclusion

Except as otherwise provided herein, all rights, privileges and benefits which have heretofore been provided to the probation officers 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.

Article XVII - Liability Provisions

A. Policy

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. 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 a civil action according to the foregoing paragraph for any such action 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 persons, 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 ten (10) working 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 XVIII - 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 XIX - 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 XX - Duration of Agreement

The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until

December 31, 1984. Six months prior to December 31, 1984, the termination date of current Agreement, 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, 1984, the Agreement shall remain in full force and effect, without change until after an impasse, as defined by P.E.R.C., has been reached.

Negotiations for the substitute Agreement concerning all terms and conditions of employment, including salary, may commence no later than April 1, 1984 upon written notice by either party.

In witness of the Agreement, the parties to it have affixed their signatures this *5th* day of *December*, 1983.

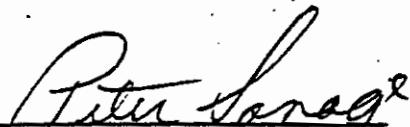
For the Judges



Nicholas Scalera, A.J.S.C.

For the Association


CHRISTOPHER STANECKI, Pres.

WILLIAM OERTEL, V.P.


PETER SAVAGE, Secretary


KAREN SMITH, Treasurer