

Fred FontTHIS BOOK DOES
NOT CIRCULATE1976 MORRIS COUNTY PROBATION OFFICERS' AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of February 1977, by and between the Morris County Judges, hereinafter referred to as the "Judges", and New Jersey Council 52 and its affiliated Local 2654, Morris County Probation Officers, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", is between the Judges and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Judges and the Union, who are subject to this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE 1RECOGNITION AND SCOPESection A Definition of Bargaining Unit

The Judges recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment as falls within their purview and the administration of grievances arising therewith for the term of the Agreement for all full-time permanent and temporary Officers employed by the Judges including Probation Officers and Senior Probation Officers but excluding Principal Probation Officers, I and II and all Supervisors within the meaning of the Public Employment Relations Act.

Section B Complete and Final Understanding

(1) This Agreement constitutes the complete and final understanding and resolution by the parties on all bargainable issues which were or could have been the subject matter of negotiations between the parties.

(2) If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

1976-1977

ARTICLE 2MANAGEMENT RIGHTS AND RESPONSIBILITIESSection A

In order to effectively administer the affairs of the Probation Department and to properly serve the public, the Court hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Except as expressly modified by this Agreement, management's prerogatives include the following rights:

- (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, and assign Officers;
- (4) To demote, suspend, discharge, or otherwise take disciplinary action against "provisional or temporary" Officers with cause and in accordance with law;
- (5) To demote, suspend, discharge, or otherwise take disciplinary action for just cause in accordance with Rule 1:34-4 against "permanent" Officers;
- (6) To promulgate rules and regulations from time to time, which may effect 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 regulations covering local working conditions will be instituted, insofar as possible (following the presentation of a Letter of Intent from the Chief Probation Officer to one of the Union Stewards or Union Officers).
- (7) None of the above shall be exercised in an arbitrary or capricious manner.

Section B Changes in Operations and Facilities

It is understood and agreed that the Chief Probation Officer will notify the Union as soon as possible, in writing, of any decision involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations. In the event such changes result in the displacement of any Officer, the Judges will make reasonable efforts to relocate him or her within the Probation Department.

Section C Personnel Files

All Officers shall have access to their own personnel files during reasonable working hours and upon written notification to the Chief Probation Officer and under conditions established by the Chief Probation Officer and approved by the Judges, which may include such controls as sign-in and sign-out cards, etc.

A copy of each subsequent document related to work performance placed in the personnel file shall be given to the employee.

The employee shall have the right to respond in writing to any document of an evaluatory nature in the file. Such response shall become part of the personnel file.

Section D Printing of Agreement

The Court Administrator will reproduce this Agreement in sufficient quantities so that the Union Steward, President, Secretary, and Treasurer may receive two copies each.

Section E Limits of Agreement

The Court'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 the Agreement conforms to Directives of the Chief Justice, the Court Rules, and laws of New Jersey and of the United States.

Nothing contained in this Agreement shall operate to deny or restrict the Courts in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

Section F Notification on New Employees

The Chief Probation Officer will submit to the Union President a list of new officers hired, their job classification, home address, and whether their employment is permanent, provisional, or C.E.T.A. every three months.

ARTICLE 3

MAINTAINING WORK QUALITY

The Union and the Judges recognize that a high quality of work is essential to assure that the Probation Department adequately serves its clients and the public. Accordingly, both parties agree that they will continue their best efforts to handle and distribute cases to the best advantage of the Department and its clients.

ARTICLE 4

PERSONNEL REASSIGNMENTS

Section A Notification of Promotional Opportunities

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification within the bargaining unit, the Chief Probation Officer shall post a notice giving the name and nature of the opening, as soon as possible after the Chief Probation Officer himself becomes aware of it.

Any Officer who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to his immediate supervisor. The Chief Probation Officer will give consideration to all such statements of interest.

If more than one qualified employee bids for a promotional opportunity, the most senior shall be given appropriate consideration, and if rejected, be given a verbal explanation.

ARTICLE 5

UNION RIGHTS

Section A

The Judges agree not to interfere with the rights of Officers to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Judges or any Judge representative against any Officer because of Union membership or because of any Officer's activity in an official capacity on behalf of the Union, or for any other cause provided the actions of the Officer are authorized under PERC, Title 11 and the Court Rules established by the New Jersey State Supreme Court.

Section B Access to Premises

The Judges agree to permit not more than two (2) representatives from either the International Union or the Union Council to enter the premises of the Probation Department, and only with prior permission of the Chief Probation Officer, for individual discussion of working conditions with Officers, provided such representatives do not interfere with the performance of duties assigned to the Officers. Permission will not be unreasonably denied.

Section C Union Meetings

The Chief Probation Officer will grant permission for the Union to use the Probation Department premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the Officers.

Section D Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Union notices and information.

Section E Membership Packets

The Union may supply membership packets which contain information for distribution to new Officers, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Judges and the Union. The Union agrees to distribute such membership packets to new Officers during the initial phase of employment.

Section F Union Activities on Court's Time and Premises

The Judges agree that during working hours, subject to the approval of the Chief Probation Officer, on the Probation Department premises and without loss of pay, appropriate Officer representatives who are employees of the Judges shall be allowed to:

- post Union notices;
- transmit communications authorized by the Local Union or its officers to the Judge or his representative;
- solicit Union membership during other employee's non-working time;

- consult with the Chief Probation Officer, the Court Administrator, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Permission will not be unreasonably denied.

Section G Contract Negotiations

The Judges will give time off with no loss of pay for not more than three (3) members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

ARTICLE 6

DUES DEDUCTIONS

Section A Deductions

Upon request, the Judges agree to have deducted from the salaries of those Officers who authorize it, membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the statutes of New Jersey. Deductions shall be made in compliance with law each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of New Jersey Council 52, Local 2654, Morris County Probation Officers, American Federation of State, County and Municipal Employees, AFL-CIO, by the first of each month following collection.

Section B Changes

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Officers shall furnish to the Judges written notice prior to the effective date of such change and shall furnish to the Judges new authorizations from the Officers showing the authorized deduction for each Officer.

Section C Forms

The Union will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Court Administrator with a copy to the Chief Probation Officer.

The Union shall indemnify, defend and save the Judges and the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 7

SENIORITY

Section A Definition

Seniority means an employee's length of permanent, continuous, service in the Probation Department since his or her last date of hire from a valid Civil Service list.

Section B Probationary Period

(1) All new officers hired shall be considered as probationary officers for the first ninety (90) days of their employment. When an officer completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary officers.

(2) The Union shall represent all probationary officers for the purpose of collective negotiations in respect to wages, salaries, and other conditions as set forth under Article 1 of this Agreement.

Section C Seniority Lists

Every six (6) months the Chief Probation Officer shall post on all bulletin boards a seniority list showing the continuous service of each Officer. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all Officers in the unit entitled to seniority.

ARTICLE 8HOLIDAYSSection A

All Officers shall be granted paid holidays as determined by the New Jersey Supreme Court. The holidays currently approved are:

- (1) New Year's Day
- (2) Lincoln's Birthday
- (3) Washington's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) Election Day
- (10) Veterans' Day
- (11) Thanksgiving Day
- (12) Christmas Day

Section B

The Friday after Thanksgiving shall be granted as an approved leave day off with pay if approved by the Chief Justice.

Section C

In addition, at the discretion of the Judges, Officers may be granted any other days declared to be holidays by the Judges or the Supreme Court.

Section D

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

ARTICLE 9

VACATIONS

Section A Choice of Vacation Period

If the nature of the work makes it necessary to limit the number of Officers on vacation at the same time, the Officer with the greatest seniority in job classification shall be given his choice of vacation period in the event of any conflict over vacation period.

Section B Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an Officer, the Officer's vacation period may be extended one (1) additional day or such day may be taken at another date if approved by the Chief Probation Officer.

Section C Vacation Rights In Case of Termination

Upon termination of employment, an Officer will be credited with annual vacation for only those months of the calendar year worked on the prorated basis. An Officer who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled. Any employee who has accumulated unused vacation days from the year previous to his termination will be paid in full for those days.

Section D Vacation Schedule

(1) Officers shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	1 day for each month worked during the first year of employment.
From 1st anniversary to 6th anniversary (6 full years)	12 days.
From 6th anniversary to 12th anniversary (12 full years)	15 days.
From 12th anniversary to 18th anniversary (18 full years)	18 days.
From 18th anniversary to 24th anniversary (24 full years)	21 days.
After 24th anniversary	25 days.

(2) The vacation period for Officers shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken, subject to the needs of the department, during the current vacation period.

(3) In any calendar year the annual vacation leave or any part thereof which is not taken or granted due to the pressure of work shall be accumulated to the credit of the individual Officer and may be taken during the next calendar year only. Annual vacation may be granted in accordance with the schedule above, at the convenience of the department.

(4) Annual vacation shall be granted only with prior approval of the Chief Probation Officer who may require six weeks prior notice of all vacation, and is authorized to plan vacations so as not to interfere with responsibility of orderly work. Selection of vacation periods shall be made according to seniority in position titles.

(5) An Officer who, during the calendar year, returns from a continuous period of absence of more than six (6) months due to disability, leave of absence, etc., shall not be eligible for a vacation in that year until the Officer has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight days or more shall not be credited in computing the required six (6) months.

(6) An Officer who has been required to defer earned vacation for six (6) months or more because of disability and leave of absence may take such earned vacation in the calendar year following the calendar year in which he returned from such authorized absence.

ARTICLE 10

PAID LEAVES

Section A Family Death

(1) In the event of death in the immediate family of an Officer, up to three (3) days leave of absence with pay may be granted to attend to funeral services.

(2) Immediate family means father, mother, spouse, child, foster child, sister, brother, mother-in-law, father-in-law, grandmother, or grandfather of the Officer. It shall also include relatives of the Officer residing in the Officer's household.

(3) In any case of death in the immediate family which occurs during an Officer's vacation period, upon application for such leave of an Officer, the Officer shall have the option of extending his vacation period as additional time or take the time for use at some future date provided appropriate proof, acceptable to the Chief Probation Officer, is submitted, if requested.

Section B Personal Leave

During this Agreement, each Officer shall be entitled to an allowance of three (3) personal days leave upon the request to, and with the approval of, the Chief Probation Officer for the following reasons:

- (1) Court Subpoena;
- (2) Marriage of employee;
- (3) Personal business which cannot be attended to outside of work hours;
- (4) Established Religious Days.

Approval for (1), (2), (3), and (4) above shall not be unreasonably denied.

Section C Jury Duty

Officers shall be granted a leave of absence with pay any time they are required to report for jury duty.

Section D Union Leave

Time off with pay shall be provided Union Stewards and other official representatives to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2, 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. Unless otherwise directed by Civil Service rules there shall be no more than four (4) Officers permitted to attend each such meeting. Approval for Union leave shall not be unreasonably denied.

ARTICLE 11

COMPENSATORY TIME

Section A

Assigned and approved overtime of more than one (1) regular hour beyond the normal work period may be accumulated to equal not more than five (5) regular working days. Such time must be taken as regular days off with pay before accumulating additional compensatory time and must be taken within one (1) year of last accumulation as approved by the Chief Probation Officer. Such compensatory time may be taken in conjunction with regular vacation time as approved by the Chief Probation Officer. There will be no pay in lieu of compensatory time. (A normal work period shall be construed as representing a normal court working day as defined or established by the State Supreme Court or the Administrative Director's Office or the Assignment Judge of the vicinage.)

ARTICLE 12

SICK LEAVE

Section A Definition

(1) Sick leave is hereby defined to mean absence from duty of an Officer because of illness, accident, exposure to contagious disease or attendance upon a member of an Officer's immediate family seriously ill requiring the care or attendance of such Officer.

(2) Immediate family means father, mother, spouse, child, foster child, sister or brother of the Officer. It shall also include relatives of the Officer residing in the Officer's household.

(3) Each Officer shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the Officer has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

(4) Each Officer will be credited with fifteen (15) days sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Judges. If upon termination after a year's service an Officer has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

Section B Availability

Sick leave benefits shall be available to both temporary and permanent Officers.

Section C Notice of Absence

(1) Illness: Each Officer is required to notify the Chief Probation Officer by 9:30 a.m. on each day of the absence, and shift personnel are required to so notify the Chief Probation Officer two (2) hours before starting time. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an Officer is hospitalized or seriously disabled, in which case it shall be sufficient that the Officer or member of the Officer's family notify the Chief Probation Officer, giving reason for absence and information as to the degree of illness or disability.

(2) A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the Officer's attendance upon a member of the Officer's immediate family. Where an Officer is absent from duty due to illness less than five (5) days at one time, the Judges may, in their discretion, not require production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the Officer may be required to submit a physician's certificate to the Chief Probation Officer to justify payment of sick leave.

Section D Accumulation

(1) An accumulation of ten (10) sick days within a calendar year, the days having been taken at various times, except as noted above, may be approved without a physician's certificate if the time is to be approved with pay.

(2) In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section E Unused

Enabling legislation in the State of New Jersey is pending, and upon its passage and enactment into law, the following contract terms will be implemented. Any Officer who retires or resigns in good standing on or after the effective date of such legislation and during the term of this Agreement shall be reimbursed for accumulated sick time based on the schedule below:

(1) 20% of the present day value of sick time after ten (10) years of service to a maximum of \$5,000.00.

(2) 30% of the present day value of sick time after twenty-five (25) years of service with a maximum of \$8,000.00.

ARTICLE 13

MATERNITY LEAVE

Section A

A Maternity Leave of Absence (without pay) will be granted to full-time, female employees having permanent status upon proper advance notification to their supervisor of their probable date of delivery and expected date of return to work.

The leave will be taken at a time determined by the employee in connection with and confirmed by written verification from her physician. The Judges reserve the right to request medical confirmation by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The County will pay for any examination by a doctor other than the employee's personal physician.

In the event of a disagreement between the examining physicians, the Judges reserve the right to decide which report to accept.

Section B Return to Work

Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician and, if required, by the County doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave and unless an extension of time has been requested and approved prior to the expiration of the six (6) months'. Continued absence will be cause for termination of employment.

Section C Use of Accumulated Sick Leave and Vacation Leave

The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

ARTICLE 14

UNPAID LEAVES

Section A Union Business

Officers elected to any Union office which takes them from their employment with the Judges may, with the written request of the Union, be granted an unpaid leave of absence with the approval of the Judges. The unpaid leave of absence shall not exceed six (6) months, but it may be renewed or extended for only one (1) additional six-(6) month period upon the written request of the Union and with the approval of the Judges. Any further leave must be approved by Civil Service as well as by the Judges.

Section B Education

(1) After completing one (1) year of service in permanent status, any Officer upon request may be granted an unpaid leave of absence for educational purposes if the courses to be taken in an accredited institution or the programs of education to be taken are relevant to the work of the Probation Department in the opinion of the Judges, and if the Chief Probation Officer and the Judges approve such absence. The period of the unpaid leave of absence shall not exceed six (6) months, and a renewal of one (1) additional six-(6) month period may be requested.

(2) A total of one (1) year unpaid leave of absence for educational purposes shall not be provided more than once every five (5) years.

(3) Officers may be granted unpaid leaves of absence for educational purposes not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability as approved by the Chief Probation Officer and the Judges.

Approval for (1), (2), and (3) above shall not be unreasonably denied.

ARTICLE 15

LAYOFF AND RECALL

Section A Layoff

(1) Should the Probation Department find it necessary to lay-off Officers for economic reasons or for any reasons other than those involved in discharge for cause, the Chief Probation Officer will inform the Union of this decision at least 45 calendar days in advance of the date on which such action is to be taken. The Chief Probation Officer will meet with the Union to discuss the layoff on this date or at a subsequent date convenient to both parties, and will at the same time forward to the Union President a list of Officers to be laid off.

(2) Each Officer to be laid off will receive at the same time an individual notice of the decision. Any provisional Officer laid off will receive at least 14 calendar days notice.

(3) In accordance with Civil Service Regulations, temporary and provisional Officers shall be laid off first. Should it be necessary to further reduce the work force, then permanent Officers shall be laid off in accordance with Civil Service Rules.

(4) Any Officer laid off for reasons specified in this section shall be permitted to exercise any seniority rights to bump or replace an Officer with less seniority in an equal or lower job classification.

Section B Recall

(1) When the work force of Probation Officers increases after a layoff, Officers will be recalled according to Civil Service Rules.

ARTICLE 16DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall only be taken against Officers for just cause and in accordance with Civil Service Rules.

ARTICLE 17TRANSFERSSection A

Transfers or relocations may be made by the Chief Probation Officer as needed for the proper operation of the Department.

Section B

Whenever an opportunity for transfer occurs for an opening in other than a temporary situation, the Chief Probation Officer shall post a notice giving the name and nature of the opening as soon as possible after the Chief Probation Officer himself becomes aware of it.

Section C

An Officer desiring to transfer to another job in the Probation Department may submit to his immediate supervisor a statement of such desire. The statement shall be in writing and shall specify the reason for requesting the transfer. Officers requesting transfers may be transferred at the discretion of the Chief Probation Officer to equal or lower paying job classifications in which a vacancy exists whether the transfer is requested because of elimination of the employee's present job or for other reasons.

Section D

If two or more requests are received from equally qualified Officers for transfer to the same vacancy, that of the most senior employee will be considered, and if rejected, be given a verbal explanation.

Section E

The Chief Probation Officer may at his discretion allow voluntary exchanges of positions between Officers within the same job classification. If such exchanges are refused, a verbal explanation will be given.

ARTICLE 18ANNOUNCEMENT OF NEW RULESSection A

Affected Officers shall be notified at least five (5) calendar days in advance of any substantial change in a work rule. Changes will be discussed with those Officers, and with the Union President upon his request. This section shall not apply to any rules, directives, orders, or policies of the Administrative Office of the Courts or the Supreme Court which require implementation in less than five (5) calendar days.

ARTICLE 19HEALTH AND WELFARESection A Hospital and Medical-Surgical Insurance

Hospital and medical-surgical insurance, including major medical, will be provided by the County of Morris for all employees subject to this Agreement at the expense of the County, within three months of the date of employment. Dependent coverage for major medical is available for the Officers at no additional charge and at the option of the Officer. Coverage provided is given in detail in all insurance certificates and booklets provided by the County of Morris. Information is available to the Officers upon request.

Section B Group Life Insurance

(1) Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the Officer's as provided below.

(2) Under the Public Employee's Retirement System of New Jersey, one and one half ($1\frac{1}{2}$) times the amount of base annual wage life insurance is provided free of charge.

(3) After the first twelve (12) months membership (during which the remaining one and one-half (1½) times contributory insurance is mandatory, at the Officer's expense at the present cost of .75% of the base salary) the Officer may thereafter, at the Officer's option, withdraw from the contributory insurance only, provided required notification is given.

(4) Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

ARTICLE 20

EXPENSES

Section A Meal Allowance

Any Officer who works after 6:00 p.m. on specially assigned duty shall be entitled to receive a meal allowance of \$4.50 upon presentation of a properly executed voucher or other acceptable proof of authorized expenditure.

Section B Automobile Allowance

Officers required to use their personal cars for official business shall be reimbursed at the rate established by the County.

Section C Educational Stipends

Each Officer completing graduate work and receiving accredited graduate degrees in job-related and approved fields such as Sociology, Social Work, Guidance, Counselling, or Psychology shall receive an annual stipend according to the following schedule:

Masters Degree	\$350.00
Doctoral Degree	\$400.00

Course of Study being pursued for the above stipend must be approved by the Judges.

ARTICLE 21

COMPENSATION

Section A Starting Salary

(1) Beginning January 1, 1976 and continuing until December 31, 1976 the starting salary for Probation Officers is \$10,400.00.

(2) Beginning January 1, 1977 and continuing until December 31, 1977 the starting salary for Probation Officers is \$10,800.00.

Section B Salary Guide

(1) The schedule attached, lists the salaries of Probation Officers and Senior Probation Officers for 1976 and 1977 in accordance with this contract.

(2) Upon promotion from Probation Officer to Senior Probation Officer, the base salary will be increased by 5% effective the date of promotion.

(3) See pages 20A, 20B, and 20C.

ARTICLE 22

LONGEVITY

Section A

Effective January 1, 1976, each Officer covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 21 of this Agreement, a longevity increment based upon years of service with the County of Morris in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
From 3rd Anniversary to 8th Anniversary	1
From 8th Anniversary to 12th Anniversary	3
From 12th Anniversary to 16th Anniversary	5
After 16th Anniversary	7

ARTICLE 23

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section A

(1) The provisions of this Agreement shall be applied to all Officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section B Salary Guide (continued)

(3) Effective January 1, 1976, the annual salaries of the Probation Officers and the Senior Probation Officers shown on the attached schedule (except as otherwise provided therein) shall be increased \$1,600.00.

Effective January 1, 1977, the annual salaries of the Probation Officers and the Senior Probation Officers shown on the attached schedule (except as otherwise provided therein) shall be increased \$1,500.00.

The salary adjustments set forth on the attached schedule shall constitute the total salary increases for the term of this Agreement.

1976-77 SCHEDULE OF SALARIES - PROBATION OFFICERS AND SENIOR PROBATION OFFICERS, ARTICLE 21, SECTION B

NAME	1975 or 1976	Appt. P.O.	Eff. Date	1976 Rate	Promoted or Demoted		1976 Rate	Eff. Date	1977 Rate	Comments
					Date	Rate				
Allen, Barbara	\$ 8,800	08/15/75	01/01/76	\$10,400		\$		01/01/77	\$11,900.00	
Arnold, Michael	8,800	06/14/76	01/01/76	10,400				01/01/77	11,900.00	C.E.T.A. P.O. 03/17/75
Healy, Kathryn	8,800	06/14/76	06/14/76	10,400				01/01/77	11,900.00	Invest. {01/01/76- 06/14/76
Burkhart, Christopher	8,800	08/15/75	01/01/76	10,400				01/01/77	11,900.00	
Fulton, Robert	8,800	08/15/75	01/01/76	10,400				01/01/77	11,900.00	
Gordon, Stuart	8,800	06/14/76	06/14/76	10,400				01/01/77	11,900.00	Invest. {01/01/76- 06/14/76
LaBarre, John	8,800	06/14/76	06/14/76	10,400				01/01/77	11,900.00	Invest. {01/01/76- 06/14/76
Martorana, Jean	8,800	08/25/75	01/01/76	10,400				01/01/77	11,900.00	
Napurano, Joseph	8,800	04/26/76	04/26/76	10,400				01/01/77	11,900.00	
Palmieri, Joseph	8,800	04/07/75	01/01/76	10,400				01/01/77	11,900.00	
Pecheur, Suzanne	8,800	10/20/75	01/01/76	10,400				01/01/77	11,900.00	
Phelan, Daniel	8,800	03/25/75	01/01/76	10,400				01/01/77	11,900.00	
Specht, James	8,800	08/02/76	08/02/76	10,400				01/01/77	11,900.00	Invest. {01/01/76- 08/02/76
Dikijian, Lucy	8,800	09/07/76	09/07/76	10,400				01/01/77	11,900.00	
Knowles, Charles	8,800	09/07/76	09/07/76	10,400				01/01/77	11,900.00	
Litwin, Ralph	8,800	09/13/76	09/13/76	10,400				01/01/77	11,900.00	
Marconi, Michael	8,800	08/30/76	08/30/76	10,400				01/01/77	11,900.00	Invest. {01/01/76- 08/30/76
Albiston, Kenneth	9,950	10/20/75	01/01/76	10,400				01/01/77	11,900.00	
Russell, Sue	9,500	12/09/74	01/01/76	11,100				01/01/77	12,600.00	
Albiston, Robert	9,950	04/09/73	01/01/76	11,550				{01/01/77 01/21/77	13,050.00	L.O.A. 01/21/77
Corcoran, Jeffery	9,950	11/05/73	01/01/76	11,550				01/01/77	13,050.00	
Fenstermacher, Margareta	9,950	03/26/73	01/01/76	11,550				01/01/77	13,050.00	

1976-77 SCHEDULE OF SALARIES - PROBATION OFFICERS AND SENIOR PROBATION OFFICERS, ARTICLE 21, SECTION B

NAME	1975	Appt. P.O.	Eff. Date	1976	Promoted or Demoted Date	1976	Eff. Date	1977	Comments
	or 1976								
Ford, John	\$ 9,950	11/05/73	01/01/76	\$11,550		\$	01/01/77	\$13,050.00	
Freifeld, Elaine	9,950	12/11/73	01/01/76	11,550			01/01/77	13,050.00	
Hansen, Carl	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Kaszerman, Jesse	9,950	03/26/73	01/01/76	11,550	10/01/76	12,127.50	01/01/77	13,627.50	Pr. d., Sr. P. O., 10/01/76
MeJoskie, James	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Riccardi, Joseph	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Schirm, David	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Villere, James	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Wolfe, Ruth	9,950	03/26/73	01/01/76	11,550			01/01/77	13,050.00	
Marquardt, Louis	10,400	03/26/73	01/01/76	12,000	06/23/76	11,550.00	01/01/77	13,050.00	Demoted to P. O. 06/23/76
Crane, Ronald	11,300	03/26/73	01/01/76	12,900			01/01/77	14,400.00	
Flynn, Billie	11,300	06/04/73	01/01/76	12,900			01/01/77	14,400.00	
Fornelius, Bruce	11,750	07/26/71	01/01/76	13,350			01/01/77	14,850.00	
Reiss, Katherine	12,200	08/17/70	01/01/76	13,800			01/01/77	15,300.00	
Steele, James	12,200	07/27/70	01/01/76	13,800			01/01/77	15,300.00	

Appt.
Sr. P.O.

Toor, Francine	12,650	12/17/73	06/19/76	14,250			01/01/77	15,750.00	{ Sr. P.O. - 12/73 L.O.A. - 12/75
Elsasser, Cornelius	14,150	10/01/76	01/01/76	14,850	10/01/76	15,592.50	01/01/77	17,092.50	Sr. P.O. 10/01/76

(2) All references to Officers in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 24

SETTLEMENT OF DISPUTES

Section A Definition

A grievance is any alleged violation of this Agreement or any dispute with regard to its meaning or application. Items not covered in this Agreement may not be the subject of a grievance at any step in the procedures outlined herein. The term "grievance" and the grievance procedure set forth herein shall not apply:

(1) To matters involving the sole and exclusive discretion of the Courts of the County;

(2) To matters where the Courts or the County are without authority to act.

Section B Union Stewards

The Officers shall furnish to the Chief Probation Officer and to the Judges and their respective representatives the names of two Officers who are designated as Union Stewards for the purposes of handling grievances. One Officer shall be the primary representative and the other acting as a substitute representative. Only one representative, exclusive of a non-Probation Department Council 52 representative, shall act to represent the Officers in each case.

Section C Purpose

The purpose of the grievance procedure is to secure equitable solutions to the problems affecting Officers arising under this Agreement.

The parties to this Agreement agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate supervisor. In any such discussion, an Officer may, if he or she wishes, be represented by a Union Steward or the Local President. Only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and be submitted as a grievance.

Section D Procedure

The Union, on behalf of the Officers covered by this Agreement, shall have the right to institute the grievance procedure for matters pertaining to the application or interpretation of this Agreement.

An aggrieved Officer must file his grievance in writing with the Chief Probation Officer within five (5) working days of the occurrence of the matter complained of, or within five (5) working days of the time he or she reasonably should have been aware of it. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1

Once timely filed, the aggrieved Officer shall discuss the grievance with the Chief Probation Officer. If the grievance is not resolved satisfactorily or, if no resolution is made within three (3) working days by the Chief Probation Officer, then,

STEP 2

the aggrieved Officer may request that the grievance be submitted to the Court Administrator, who shall hear the grievance and make recommendations for its resolution within ten (10) working days of its receipt in his office. If the grievance is not resolved satisfactorily or, if no resolution is made, within ten (10) working days, then

STEP 3

the aggrieved Officer may select one of the following two options for a final determination of the grievance:

- (a) He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency; or,
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be rendered within fifteen (15) working days. If, because of a court necessity, the Judges are unable to render a decision within that time, an extension of ten (10) additional days will be allowed. Every reasonable effort will be made by the Judges to render their decision within the fifteen (15) days

specified herein. Further, the Judges may designate a representative who is not an employee of the Courts to hear and make recommendations for disposition, then

STEP 4

the aggrieved Officer may appeal the decision of the County Judges to the Assignment Judge within fifteen (15) working days of receiving the decision of the County Judges. The decision of the Assignment Judge shall be final and binding on all parties.

The times established in Step 1, Step 2, Step 3, and Step 4 above may be extended by mutual agreement.

Answers to all but Step 1 shall be given in writing with reasons.

In using the grievance procedure established herein, an Officer is entitled at each step to be represented by a bona fide Union representative designated to represent him pursuant to this Agreement. Nothing in the above procedure restricts or limits an Officer's right to appeal to the Civil Service Commission under the laws and rules governing the operation of that agency. However, if an Officer chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the matter adjudicated by any other person or agency. Such option shall be exercised at Step 3 before an appeal is taken to the County Court Judges. It is agreed that in case of a grievance against the Chief Probation Officer, it shall be processed through the procedure herein outlined beginning at Step 2.

Section E Matters Relevant to the Grievance Procedure

(1) Nothing herein shall prevent an employee from processing his own grievance. The Union Local will be notified of the employee's grievance meeting; and, any changes or modifications in terms and conditions of employment falling within the scope of this Agreement, and which are not controlled by Court Rule(s) and/or N.J.S.A. will be made only through negotiation with the Union Local; and the results of the grievance settlement will be given to the Union Local.

(2) Not more than a total of two (2) Union Executive Board Members and/or Stewards may investigate and process grievances during working hours without loss of pay, subject to Chief Probation Officer approval, and that their investigation and processing does not interfere with normal departmental operations.

(3) If, in the judgment of the Union Executive Board and Stewards, a grievance affects a group of Officers, the Executive Board and Stewards may process and institute such a grievance through all steps of this grievance procedure beginning with Step 2 provided that the aggrieved individual Officer properly submits a grievance.

Section F Executive Board

The Executive Board of the Union and the Stewards shall, when situations warrant, be free to bring to the immediate attention of the Chief Probation Officer and the Court Administrator any situation which may be a threat to the proper operating conditions of the department.

ARTICLE 25

LABOR-MANAGEMENT MEETINGS

Special conferences, apart from the Grievance Procedure, for matters considered important by either the Union or the Judges, may be arranged by mutual agreement between the Local President, the Chief Probation Officer, and the Court Administrator. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date, and place of such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent.

ARTICLE 26

PARITY

In the event the Board of Chosen Freeholders of Morris County during the term of this Agreement provide any other group of Morris County employees with longevity, vacation, sick leave, long term disability, dental or other health care insurance benefits which benefits are not enjoyed by employees covered by this Agreement, then, in that event, the Judges agree to extend such benefits (when they are given to the other County employees) to the Officers covered hereunder, without need for further negotiations.

ARTICLE 27

DURATION

This Agreement shall be in full force and effect as of the first day of January, 1976 and shall remain in full force and effect through the thirty-first day of December, 1977. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1977, give written notice of its intention and furnish a copy of its proposals to the other party. In the event

no such notice and proposals are received by August 31, 1977 this contract and its provisions will be extended to remain in full force and effect during any extended periods of negotiations that take place on new contracts subsequent to this contract's expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ~~22nd~~ day of ~~FEBRUARY~~, 1977.

FOR THE OFFICERS

Morris County Probation Officers
New Jersey Council 52, Local 2654
AFSCME, AFL-CIO

John M Ford
PRESIDENT-LOCAL 2654

James F. Vulture
PROBATION OFFICER

FOR THE JUDGES

Morris County Court

August H. Thompson
J.C.C.

Joseph J. ...
J.C.C.

George R. ...
J.C.C.

Kenneth C. ...
J.C.C.

Charles M. ...
J.C.C.

James M. Stei
J.C.C.