

Contract no. 1681

\*\*\*\*\*  
1992-1993 MERCER COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT  
\*\*\*\*\*

TABLE OF CONTENTS

1992-1993 Mercer County Principal Probation Officers' Collective Agreement

<u>Number</u>	<u>Article</u>	<u>Page</u>
I	Agreement.....	1
IV	Automobiles.....	2
XII	Bereavement Leave.....	6
XXIX	Conclusiveness of Agreement.....	12
XIX	Conference Attendance.....	8
XXV	Dues Deduction.....	11
XXX	Duration of Agreement.....	12
VI	Educational Awards.....	2
XXIV	Grievance Procedure.....	10
XIII	Holidays.....	6
XIV	Insurance and Retirement Benefits.....	6
XXVII	Liability Coverage.....	12
VII	Longevity.....	3
XXIII	Management Rights.....	9
V	Meal Allowance.....	2
XVII	Meetings.....	8
XX	Notice of Vacancy.....	8
XI	Occupational Injury Leave.....	5
XXVI	Performance Assessment Review.....	11
IX	Personal Leave.....	4
XXI	Policy On New Jersey Department Of Personnel.....	8
XVIII	Provisional Appointments.....	8
II	Recognition.....	1
XVI	Residence.....	8
III	Salaries.....	1
XXVIII	Severability.....	12
X	Sick Leave.....	4
XXII	Suspensions.....	9
XV	Union Business.....	7
VIII	Vacation Leave .....	3
	Signatures.....	12

**ARTICLE I - Agreement**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1992 by and between the Assignment Judge of the Superior Court of Mercer County, New Jersey (hereinafter referred to as the "Judge") and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 102 (hereinafter referred to as the "Union").

**ARTICLE II - Recognition**

The Judge hereby recognizes the Union as the sole and exclusive representative of the Principal Probation Officers I and II of the Mercer County Probation Department (hereinafter referred to collectively as "principal probation officers") to negotiate matters relative to salaries and terms and conditions of employment.

**ARTICLE III - Salaries**

Section 1

Effective January 1, 1992, and retroactive to that date, the Principal Probation Officer I and II salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$32,960	\$49,440
Principal Probation Officer I	38,625	55,105

Section 2

Effective January 1, 1992 and retroactive to that date, the December 31, 1991 salary schedule shall be increased by three percent (3%) in accordance with Appendix A attached hereto. No officer shall advance on the salary schedule.

Section 3

Effective July 1, 1992 and retroactive to that date, each officer not at maximum and with at least one (1) year in title shall advance one (1) step on the salary schedule.

Section 4

Effective January 1, 1993, the Principal Probation Officer I and II salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$33,949	\$50,923
Principal Probation Officer I	39,784	56,758

Section 5

Effective January 1, 1993, the December 31, 1992 salary schedule shall be increased by three percent (3%) in accordance with Appendix B attached hereto. No officer shall advance on the salary schedule.

Section 6

Effective July 1, 1993, each officer not at maximum and with at least one (1) year in title, shall advance one (1) step on the salary schedule.

**ARTICLE IV -Automobiles**

As authorized by N.J.S.A.2A:168-8, a principal probation officer, when designated by the Vicinage Chief Probation Officer/Division Manager to use his/her private vehicle on Judicial business, shall be reimbursed at the Mercer County prevailing rate. Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel and mileage traveled and shall sign and transmit the records to the Vicinage Chief Probation Officer/Division Manager. Forms for this purpose will be furnished by the Vicinage Chief Probation Officer/Division Manager. Principal 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 commuting mileage. It is understood that whenever possible principal probation officers will use a County auto in the transaction of departmental business. The Employer agrees to continue the past practice of paying the difference in premiums as between private and commercial rates for the same coverage when principal probation officers use their own vehicle subject to the officers' meeting all applicable departmental requirements.

**ARTICLE V - Meal Allowance**

Section 1

Principal 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

Principal 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 Vicinage Chief Probation Officer/Division Manager, 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	12:00 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**

Principal 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 Vicinage Chief Probation Officer/Division Manager and approved by the Assignment Judge, shall be advanced one (1) step on the salary schedule.

The decision of the Assignment Judge shall be final and not subject to further appeal. The officer shall submit evidence of such attainment to the Vicinage Chief Probation Officer/ Division Manager.

**ARTICLE VII - Longevity**

**Section 1**

Every eligible officer shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in the total with the salary for pension purposes.

**Section 2**

Officers having completed five (5) years of continuous full-time service will have added to their gross per annum pay an additional three hundred dollars (\$300) commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of continuous service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional four hundred dollars (\$400).

The longevity payment schedule is as follows:

5 year	\$ 300
10 year	700
15 year	1,100
20 year	1,600
25 year	2,000
30 year	2,400
35 year	2,800
40 year	3,200
45 year	3,600

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

**ARTICLE VIII - Vacation Leave**

**Section 1**

Pursuant to R.1:30-5(b), principal 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 Vicinage Chief Probation Officer/Division Manager or his/her 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 Vicinage Chief Probation Officer/Division Manager or his/her designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

**ARTICLE IX - Personal Leave**

All employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event that forty-eight (48) hours notice cannot be given, said leave may be taken only upon the authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave and shall not accrue during the period of time that an employee is on authorized leave of absence for a work related injury or illness.

**ARTICLE X - Sick Leave**

All full-time permanent employees shall be entitled to sick leave with pay.

Section 1

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

Section 2

The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

Section 3

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 4

An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as provided under Article XIV entitled, "Insurance and Retirement Benefits."

Section 5

If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

1. Failure to so notify his/her supervisor shall be cause for denial of the use of sick leave for that absence.
2. Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 6

The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

The Employer may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by the County Physician or by a physician designated by the County Physician. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return will not jeopardize the health of the other employees.

Sick leave credits shall continue to accrue while an employee is on leave with pay and authorized leave of absence due to work related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

Section 7 - Sick Leave Buy-Back

Effective January 1, 1992 employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Trial Court Administrator. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

**ARTICLE XI - Occupational Injury Leave**

Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be eighty-five percent (85%) of the employee's wage, not to exceed one thousand dollars (\$1,000) per week.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

Employees returning from authorized leave of absence as set forth above shall be restored to their original job classification at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

**ARTICLE XII - Bereavement Leave**

In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, grandchild or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes beginning with the day of death or the day after the date of death. The employee will be paid his regular rate of pay for any such days of excused absence which occur during his/her normal work week.

**ARTICLE XIII - Holidays**

**Section 1**

Principal 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  
Good Friday and General Election Day

**Section 2**

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

**ARTICLE XIV - Insurance and Retirement Benefits**

**Section 1**

The Employer shall provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the Employer, except that in the election of a Health Maintenance Organization Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

**Section 2**

The Employer shall provide Hospital/Medical Insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the Employer may choose.



Section 3

The Employer shall provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employee's Retirement System.

Section 4

The Employer shall provide a four dollar (\$4.00) co-payment Prescription Drug Program (generic and brand named drugs) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the Employer. Further, for the purposes of this Program, eligible newly hired employees shall be defined as full-time permanent employees only.

Section 5

The Employer shall provide for the payment of accumulated unused sick leave at the time of retirement of an eligible Judicial employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

The parties understand and agree that the maximum amount specified in the paragraph above is subject to ratification by the Mercer County Board of Chosen Freeholders.

Section 6

The Employer shall provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the Employer. The Employer will pay up to conventional dental program rates for one hundred percent (100%) capitation plan (Eastern Dental or similar).

Section 7

Any change in carriers shall be discussed and reviewed with the Union prior to implementation.

Section 8

The Employer agrees to make available the State Disability Plan in the second year of this contract effective January 1, 1993. All eligible employees are required to make the co-payment and follow the procedures as outlined under this plan.

**ARTICLE XV - Union Business**

Section 1

The Union shall furnish to the Vicinage Chief Probation Officer/Division Manager the name of one (1) principal officer who is to be designated as union steward for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for an official representative of the Union, not to exceed one (1) employee, 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 (5) 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 Vicinage Chief Probation Officer/Division Manager or a duly designated subordinate. Prior to utilizing such leave, the Union representative

must obtain the signatures of his/her immediate supervisor and the Trial Court Administrator or his/her designee on the official Union Activity form.

Section 3

Grievance hearings scheduled during the workday are excluded from the five (5) days noted in Section 2 of this Article.

**ARTICLE XVI - Residence**

Principal 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 XVII - Meetings**

The Vicinage Chief Probation Officer/Division Manager, as the representative of the Judges, and the representatives of the Union, 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 XVIII - Provisional Appointments**

In case a principal probation 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 receive the established salary for the position during the period such appointment is in effect.

**ARTICLE XIX - Conference Attendance**

Within budgetary limitations and in adherence to the provisions of N.J.S.A.2A:168-8, principal probation officers may attend approved meetings, seminars and conferences on corrections, social work and related disciplines subject to the approval of the Vicinage Chief Probation Officer/Division Manager, for which their traveling and maintenance expenses shall be paid out of the County treasury.

**ARTICLE XX - Notice of Vacancy**

Principal probation officer staff will be notified of all vacancies. Notification will be by memorandum to each principal probation officer in the Department, exclusive of principal probation officers who work in the Division where the current vacancy exists.

**ARTICLE XXI - 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 XXII - Suspensions**

**Section 1**

Whenever the Vicinage Chief Probation Officer/Division Manager suspends a principal 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 to 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 Vicinage Chief Probation Officer/Division Manager. Such hearing shall be granted by the Vicinage Chief Probation Officer/Division Manager 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 Vicinage Chief Probation Officer/Division Manager, the matter may be appealed in accordance with Step 3 of the Grievance Procedure incorporated in this Agreement, subject to the limitation set forth in Article XXI. Suspensions involving matters of judicial policy as set forth in Article XXI shall be appealed to the Assignment Judge only.

**ARTICLE XXIII - 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 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 Vicinage Chief Probation Officer/Division Manager.

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, responsibilities and authority pursuant to the laws of this state or of the United States.

**ARTICLE XXIV - Grievance Procedure**

The parties agree that a complaint or grievance of any principal probation officer over a superior officer's interpretation, application or the alleged violation of policies, agreements and administrative decisions affecting them, 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 manner provided below.

The exercise of management rights by the Assignment Judge, or his designee, as provided for in Article XXIII may, for purposes of pursuing a grievance, only be dealt with at the level of the Assignment Judge or through any other legal or equitable remedies that are available for resolving such issues. All grievances must be filed within ten (10) days from the date the grievant should reasonably have known that an alleged violation has occurred.

Step 1

The grievance shall first be taken to the officer's immediate supervisor who 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 the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Vicinage Chief Probation Officer/Division Manager who 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

If the aggrieved officer is not satisfied with the decision of the Vicinage Chief Probation Officer/Division Manager, he 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 regulations governing the operation of that agency provided that the Merit System Board agrees to hear the case;
- b. The officer may appeal to the Assignment Judge, in which case the decision of the Judge 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 R.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 choosing, or by a bona fide member of the Union 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 for any dispute covered by the terms of such Agreement.

#### **ARTICLE XXV - Dues Deduction**

Upon written authorization, in conformance with the provisions of N.J.S.A.52:14-15.9(e), from any officer who is covered by this Agreement, the County has agreed to deduct from his/her pay each calendar month the Union dues, as fixed by the Union, which dues shall after deduction be remitted to Ben Merker, Secretary-Treasurer, Teamster Local 102, Box 318, Rockaway, New Jersey. Such practice shall continue during the life of this Agreement provided the agreement between the Assignment Judge and County remains in effect.

#### **ARTICLE XXVI - Performance Assessment Review**

The Judiciary will maintain a performance assessment review system for all employees covered by this Agreement. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

The employee shall evaluate his/her performance and the supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time. The evaluations shall be based on the criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six month conference held earlier.

**ARTICLE XXVII - Liability Coverage**

All employees covered by the terms of this Agreement shall be entitled to liability insurance coverage (except for auto insurance) and the provisions 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 employees in the County of Mercer.

**ARTICLE XXVIII - 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 XXIX - Conclusiveness of Agreement**

This Agreement constitutes the final and complete understanding between the parties on 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 XXX - Duration of Agreement**

Section 1

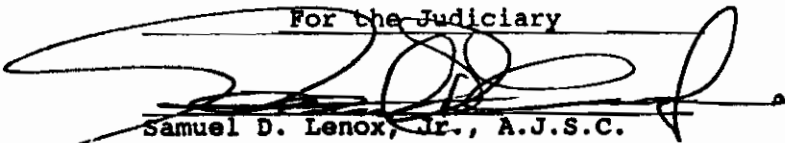
The provisions of this Agreement shall be retroactive to January 1, 1992 and shall remain in full force and effect until December 31, 1993. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

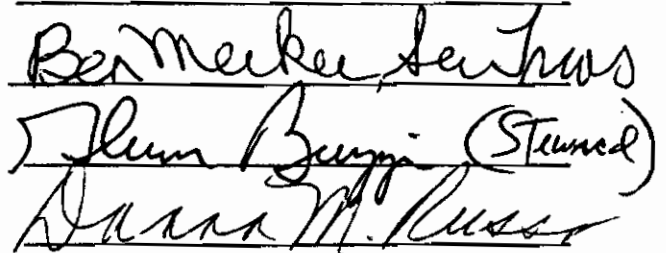
A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1993.

In witness of this Agreement, the parties to it have affixed their signatures this 29<sup>th</sup> day of September, 1992.

For the Judiciary

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

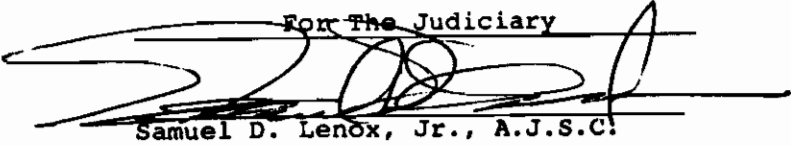
For the Union



MEMORANDUM OF UNDERSTANDING

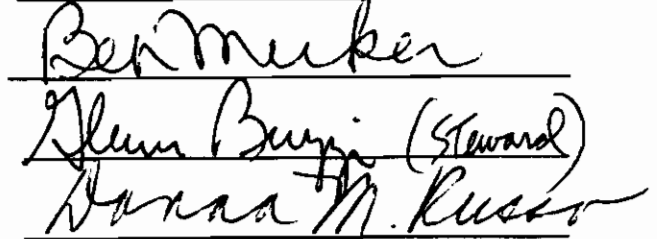
It is understood by all parties that principal probation officers shall not be entitled to an incremental movement for 1994 until such time as the 1994 Agreement has been approved and ratified.

For The Judiciary



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

For The Union



Ben Mucker  
Glenn Buzzi (Steward)  
Donna M. Russo

APPENDIX A  
-----

BASE SALARY  
DECEMBER 31, 1991  
-----

BASE SALARY  
JANUARY 1, 1992  
-----

PRINCIPAL PROBATION OFFICERS II

STEP	SALARY
-----	
1 .....	\$32,000
2 .....	\$34,000
3 .....	\$36,000
4 .....	\$38,000
5 .....	\$40,000
6 .....	\$42,000
7 .....	\$44,000
8 .....	\$46,000
MAX .....	\$48,000

STEP	SALARY
-----	
1 .....	\$32,960
2 .....	\$35,020
3 .....	\$37,080
4 .....	\$39,140
5 .....	\$41,200
6 .....	\$43,260
7 .....	\$45,320
8 .....	\$47,380
MAX .....	\$49,440

PRINCIPAL PROBATION OFFICERS I

1 .....	\$37,500
2 .....	\$39,500
3 .....	\$41,500
4 .....	\$43,500
5 .....	\$45,500
6 .....	\$47,500
7 .....	\$49,500
8 .....	\$51,500
MAX .....	\$53,500

1 .....	\$38,625
2 .....	\$40,685
3 .....	\$42,745
4 .....	\$44,805
5 .....	\$46,865
6 .....	\$48,925
7 .....	\$50,985
8 .....	\$53,045
MAX .....	\$55,105



APPENDIX B

BASE SALARY  
DECEMBER 31, 1992

BASE SALARY  
JANUARY 1, 1993

PRINCIPAL PROBATION OFFICERS II

STEP	SALARY	STEP	SALARY
1	\$32,960	1	\$33,949
2	\$35,020	2	\$36,071
3	\$37,080	3	\$38,192
4	\$39,140	4	\$40,314
5	\$41,200	5	\$42,436
6	\$43,260	6	\$44,558
7	\$45,320	7	\$46,680
8	\$47,380	8	\$48,801
MAX	\$49,440	MAX	\$50,923

PRINCIPAL PROBATION OFFICERS I

1	\$38,625	1	\$39,784
2	\$40,685	2	\$41,906
3	\$42,745	3	\$44,027
4	\$44,805	4	\$46,149
5	\$46,865	5	\$48,271
6	\$48,925	6	\$50,393
7	\$50,985	7	\$52,515
8	\$53,045	8	\$54,636
MAX	\$55,105	MAX	\$56,758