

Contract no. 1702

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1990-1993 Salem County Probation Officers' Collective Agreement

Revised 8/5/92

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1990-1993 SALEM COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - AGREEMENT

This Agreement was entered into on this _____ day of _____ 1992 by and between the Assignment Judge for the Superior Court Judges of Salem County, New Jersey (hereinafter referred to as the "Judge" and the Probation Association of New Jersey, and its affiliated Salem County Local (herein referred to as "PANJ").

ARTICLE II - RECOGNITION

The Judge hereby recognizes PANJ as the sole and exclusive representative of the probation officers and senior probation officers of the Salem County Judiciary (hereinafter referred to collectively as "Probation Officers") for collective negotiations, including the processing of grievances, concerning terms and conditions of employment.

ARTICLE III - SALARIES**Section 1**

Effective July 1, 1990, and retroactive to that date, salary ranges for probation officers and senior probation officers shall be established as follows:

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$19,500 | \$21,000 |
| Maximum | 27,000 | 33,000 |

Section 2

Effective July 1, 1990, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of three percent (3%) added to his/her June 30, 1990 base salary.

Section 3

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

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$20,000 | \$21,800 |
| Maximum | 27,000 | 33,000 |

Section 4

Effective January 1, 1991, and retroactive to that date, each probation officer shall receive an increase of seven hundred fifty dollars (\$750) added to his/her December 31, 1990 base salary.

Effective January 1, 1991, and retroactive to that date, each senior probation officer shall receive an increase of eight hundred dollars (\$800) added to his/her December 31, 1990 base salary.

Section 5

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

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$21,500 | \$23,000 |
| Maximum | 27,000 | 33,000 |

Section 6

Effective July 1, 1991, and retroactive to that date, each probation officer and senior probation officer shall receive an increase in his/her June 30, 1991 base salary in accordance with Appendix A, attached hereto and made a part hereof.

Section 7

Effective January 1, 1992, and retroactive to that date, salary ranges for probation officers and senior probation officers shall be established as follows:

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$22,000 | \$25,250 |
| Maximum | 27,000 | 33,000 |

Section 8

Effective January 1, 1992, and retroactive to that date, each probation officer and senior probation officer shall receive an increase in his/her December 31, 1991 base salary in accordance with Appendix B, attached hereto and made a part hereof.

Section 9

Effective July 1, 1992, and retroactive to that date, salary ranges for probation officers and senior probation officers shall be established as follows:

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$22,500 | \$25,650 |
| Maximum | 27,000 | 33,000 |

Section 10

Effective July 1, 1992, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of three and one-half percent (3.5%) added to his/her June 30, 1992 base salary.

Section 11

Effective January 1, 1993, salary ranges for probation officers and senior probation officers shall be established as follows:

| <u>Probation Officers</u> | | <u>Senior Probation Officers</u> |
|---------------------------|----------|----------------------------------|
| Minimum | \$23,000 | \$26,500 |
| Maximum | 27,000 | 33,000 |

Section 12

Effective January 1, 1993, each probation office shall receive an increase of seven hundred fifty dollars (\$750) added to his/her December 31, 1992 base salary.

Effective January 1, 1993, each senior probation officer shall receive an increase of eight hundred fifty dollars (\$850) added to his/her December 31, 1992 base salary.

Section 13

In order to receive increases in base salary as stated above, an officer must be on the payroll upon execution of this Agreement.

ARTICLE IV - PROMOTIONAL AWARD

Each probation officer, upon receiving a promotion to senior probation officer, shall receive a salary increase of \$1,000 or five percent (5%) of his/her base salary, whichever is greater.

ARTICLE V - AUTOMOBILES

Section 1

A probation officer, when designated by the Chief Probation Officer to use his/her private vehicle on probation department business, shall be reimbursed at the rate of \$.21 per mile. As authorized by N.J.S.A. 2A:168-8, probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

If the mileage rate increases for County employees, such increase shall be made applicable to members of this unit.

Section 3

Every effort shall be made to maintain cars made available to probation officers in a safe and reasonable condition.

ARTICLE VI - MEAL ALLOWANCE

Upon execution of this Agreement, probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour of 6:00 p.m., shall be paid a meal allowance of up to \$6.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VII - ADDITIONAL TWENTY-FOUR HOUR DUTY PAY

Section 1

Effective the first full pay period following the date this Agreement is signed, probation officers required by the Chief Probation Officer to perform "24 hour program duty" shall be subject to the policy of the Assignment Judge for receipt of special compensation for such duty until such policy is modified or expires.

ARTICLE VIII - LONGEVITY

All employees covered by this Agreement will be eligible for longevity payments after completion of a minimum of five (5) years or more of continuous, unbroken service on the following schedule:

- a. A minimum of five (5) years up to the completion of nine (9) years of service - 1 3/4% of the employee's current annual base salary.
- b. Ten (10) years or service up to the completion of fourteen (14) years of service - 2 1/2% of the employee's current annual base salary.
- c. Fifteen (15) years of service up to the completion of nineteen (19) years of service - 4% of the employee's current annual base salary.
- d. Twenty (20) years of service and beyond - 6% of the employee's current annual base salary.

Section 2

If, during the period covered by this Agreement, the County grants to its employees generally or specifically any increase in longevity payments, such increase shall simultaneously be awarded to probation officers.

ARTICLE IX - EDUCATIONAL AWARD**Section 1**

Effective July 1, 1990, and retroactive to that date, probation officers who have or shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration, or a field of study related to probation as determined by the Chief Probation Officer and approved by the Assignment Judge or his designee shall be entitled to an annual cash award of \$800. The total amount of the award shall be paid once each year of the Agreement and shall not be considered part of an officer's base salary.

Section 2

The decision of the Chief Probation Officer and the Assignment Judge, or his designee, as to the field of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE X - HOLIDAYS**Section 1**

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary.

Section 2

If a 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 XI - VACATION AND SICK CREDITS**Section 1**

Pursuant to R. 130-5(b), probation officers shall receive the same vacation and other leave credits as are provided generally to other employees of the County. Presently, permanent probation officers are entitled to the following types of leave credits:

- a. Vacation Leave
- b. Sick Leave
- c. Administrative Leave, as set forth in Section 3 of this Article.
- d. Bereavement Leave as set forth in Article XV.

Section 2

If, during the term of this Agreement, the County grants to its employees generally any additional leave credits or any expanded leave credits, such credits shall simultaneously be awarded to probation officers.

Section 3

Probation officers shall receive three (3) days administrative leave that must be used during the year they are granted and may not be carried over into the next year.

ARTICLE XII - HEALTH AND WELFARE BENEFITS**Section 1 - Medical Insurance Benefits****A. Hospital, Surgical and Major Medical Benefits**

Full-time employees may enroll for benefits for the entire family. The premiums will be paid by the Employer based upon the premium for the Blue Cross/Blue Shield coverage. For employees electing HMO (US Healthcare or Medigroup), the employee will pay the difference between the prevailing rate of Blue Cross/Blue Shield coverage and the premium for HMO. This additional amount will be paid through payroll deductions from the employee.

- (1) Employees appointed to fill regular positions for short periods of time, maximum of four (4) months or the equivalent thereof, are not eligible for hospital, surgical and major medical benefits.

B. Group Accident and Health Insurance

Group accident and health insurance will be made available to all permanent and provisional employees. The cost will be divided between the Employer and the employees as per this agreement: Employer 75%; Employee 25%.

C. Carrier

The Employer has the right to change and select a new health benefits provider as long as comparable benefits are provided. Further, the Employer may self-insure health benefits as long as comparable benefits are provided. The Employer will notify the Association at least thirty (30) days in advance of any such change.

Section 2 - Dental Program

All full-time personnel covered by this Agreement shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the Employer. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will

be a total of One Thousand Dollars (\$1,000) in any calendar year in accordance with the descriptive program booklet provided by the carrier. The Employer will pay the premium for this program which shall include Single, Parent/Child or Family coverage.

Section 3 - Prescription Program and Optical Program

A. Prescription Program

During calendar year 1990, the Employer shall provide a payment of One Hundred Fifty Dollars (\$150) per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the Employer on a voucher for reimbursement up to a maximum of One Hundred Fifty Dollars (\$150).

Effective January 1, 1991, the Employer will provide an additional payment of Ten Dollars (\$10) toward the prescription reimbursement program. The maximum cost to the Employer from January 1, 1991 to December 31, 1991 shall be a net payment of One Hundred Sixty Dollars (\$160) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the Employer with a voucher.

Effective January 1, 1992, the Employer will provide an additional payment of Ten Dollars (\$10) toward the prescription reimbursement program. The maximum cost to the Employer from January 1, 1992 to December 31, 1992 shall be a net payment of One Hundred Seventy Dollars (\$170) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the Employer with a voucher.

Effective January 1, 1993, the Employer will provide an additional payment of Ten Dollars (\$10) toward the prescription reimbursement program. The maximum cost to the Employer from January 1, 1993 to December 31, 1993 shall be a net payment of One Hundred Eighty Dollars (\$180) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the Employer with a voucher.

All full-time personnel covered by this Agreement are entitled to this benefit.

B. Optical Program

Effective April 1, 1990, the Employer instituted an optical plan as follows:

- (1) Reimbursement of up to Fifty Dollars (\$50) per contract year maximum per employee upon submission of a paid receipt.
- (2) This plan covers non-medical eye examinations, prescription glasses and/or frames and/or contact lenses.
- (3) All full-time personnel covered by this Agreement are entitled to this benefit.
- (4) Effective January 1, 1991, the reimbursement maximum shall be Sixty Dollars (\$60) per calendar year. Effective January 1, 1992, the reimbursement maximum shall be Seventy-five Dollars (\$75) per calendar year.

Section 4

If, during the term of this Agreement, Salem County grants to all county employees any additional health and welfare benefit(s) and such benefit(s) was not made available during the negotiation of this Agreement, then such benefit(s) shall simultaneously be awarded to probation officers. If, during the term of this Agreement, Salem County grants to its employees generally any additional health and welfare benefit(s) or provides any expanded coverage and such benefit(s) was not made available as a subject of negotiation of this Agreement, the Assignment Judge shall reopen this article for further negotiation.

ARTICLE XIII - DISABILITY

The parties will agree that all personnel in this bargaining unit will receive the New Jersey State Disability Plan benefit. This benefit incorporates a schedule of benefits on the basis of a payroll deduction of one-half of one percent of the employee's base wages and a similar one-half of one percent of employee's base wages contributed by the Employer to defray the cost of this program.

ARTICLE XIV - RETIREMENT BENEFITS

Section 1 - Hospitalization

Upon retirement, employees with a minimum of twenty-five (25) years of service shall have hospitalization, surgical and major medical benefits paid in full by the Employer, except that the employee shall be responsible for any premium amount on a plan that exceeds the premium for standard Blue Cross/Blue Shield Major Medical coverage.

Section 2 - Severance Pay

Employees who are eligible for service pensions and who elect to retire will receive severance pay by separate check for fifty percent (50%) of their unused accrued sick leave at the date of retirement as full payment thereof.

- (a) The severance pay value will be calculated on the employee's current rate of pay. In no case shall the severance paid exceed Twelve Thousand Dollars (\$12,000). Effective as of January 1, 1991, the maximum severance pay for unused accrued sick leave shall be Thirteen Thousand Dollars (\$13,000). Effective as of January 1, 1992, the maximum severance pay for unused accrued sick leave shall be Fourteen Thousand Dollars (\$14,000). Effective as of January 1, 1993, the maximum severance pay for unused accrued sick leave shall be Fifteen Thousand Dollars (\$15,000).

Employees who remain in service to fill an unclassified position shall have their prior accrued sick leave credit frozen for retirement benefits.

ARTICLE XV - BEREAVEMENT LEAVE

For attendance upon the death of a member of the immediate family, three (3) days bereavement leave without loss of pay may be allowed for each incident upon approval of the employee's immediate supervisor. Immediate family shall be defined as spouse, child, parent, grandparent, sibling, spouse's parent, and foster family members. Bereavement leave must be taken not later than three (3) working days after the funeral.

ARTICLE XVI - POSTING OF VACANCIES

Any vacancy occurring will be posted and a copy of the posting will be delivered to PANJ's representative. Qualified employees will have ten (10) working days from the date of the posting to express an interest in the opening, which interest shall be expressed in writing, and will be given consideration with regard to hiring.

ARTICLE XVII - LIABILITY

Whenever an action is instituted against any employee for any act or omission arising out of and 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. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
2. The employee was acting in the discharge of duty imposed or authorized by law, provided
3. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee.

ARTICLE XVIII - 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 Judges of the Superior Court and Management reserve and retain unto themselves all other 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.

- a. To manage and administer the affairs and operations of the probation department;
- b. To direct its working forces and operations;
- c. To hire, promote, assign and transfer personnel;
- d. To schedule and determine work assignments;
- e. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "provisional" or "temporary" employees;
- f. To demote, suspend, discharge or otherwise take disciplinary action for just cause against permanent employees in accordance with applicable statutes and Court Rules.
- g. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon

notification by the Chief Probation Officer, which need not be in writing. Whenever possible, notification in writing of a major change in policy will be given.

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

Section 3

The Judges' and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, the adoption of their 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 the agreement shall operate to restrict the Judges and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE XIX - PANJ BUSINESS

Section 1

PANJ shall furnish to the Chief Probation Officer, the names of three probation officers who are to be designated as PANJ stewards for the purpose of handling grievances. It is understood that only one representative shall present each grievance.

Section 2

Time off with pay shall be provided for official representatives of the Salem Local of PANJ for the purpose of handling employee grievances and to attend PANJ's meetings, provided such time off is not in excess of twelve (12) days in the aggregate in each calendar year, is otherwise reasonable, and does not interfere with the officers's official duties and functions. The Chief Probation Officer or designee shall be notified at least seventy-two (72) hours in advance of using any portion of the aforementioned time, unless circumstances make such prior notice impracticable.

ARTICLE XX - DUES DEDUCTION

Section 1

The Employer agrees to deduct the Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all employees shall be remitted to the Association. This right of dues check-off shall be exclusive to Probation Association of New Jersey, Salem County Local, who shall hold the Employer harmless for any such deduction as certified.

Section 2

In the event an employee wishes to withdraw from the Association, the Employer will honor such withdrawal only during such periods as prescribed by law.

ARTICLE XXI - REPRESENTATION FEE (AGENCY FEE)

Section 1

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 1993. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Association.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Judiciary has finalized formal adoption of this system for nonmember appeals, and thereafter in each year of the Agreement on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

Section 2 - Amount of Fee

Prior to the beginning of each contract year, the Association will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article XX above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Section 3 - Deduction and Transmission of Fee

After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Section 4 - Demand and Return System

The representation fee in lieu of dues only shall be available to the Association if the procedures hereafter are maintained by the Association.

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

The Association shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Association that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

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

Section 5 - Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

- a. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
- (1) A statement, verified by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
 - (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
 - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
 - (4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
- b. The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.

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

Section 6 - Judiciary and County Held Harmless

The Association hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Association. The term excluded position shall include but not be limited to confidential, managerial, exempted positions, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

Section 7 - Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

ARTICLE XXII - GRIEVANCE PROCEDURE

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor within twenty-one (21) days from the date the grievant or the Association could reasonably have known that an alleged violation occurred. The supervisor shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. Grievances not resolved at this step shall be put in writing, signed by the officer and submitted to the next step within fifteen (15) days of receipt of the decision at this step or the grievance shall be considered abandoned.

Step 2

The Chief Probation Officer shall acknowledge receipt of the grievance within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. 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 Chief Probation Officer, the officer may choose to utilize one of the following two options:

- (a) The officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or

- (b) The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Judge may designate any court employee other than the Chief Probation Officer, or may designate a 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. 1:33-4, and any other applicable Statute or Court Rules 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 own choosing, or by a bona fide member of the Association designated to represent him 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.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal workday.

ARTICLE XXIII - 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 Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or 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(s) so severed.

ARTICLE XXIV - 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 XXV - CONCLUSIVENESS OF AGREEMENT

This Agreement constitutes the final and complete understanding between the parties of all negotiating issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXVI - DURATION OF CONTRACT

Section 1

The provisions of this Agreement shall be retroactive to July 1, 1990 and shall remain in full force and effect until June 30, 1993. By mutual concurrence of the parties, they may be continued for an additional time period.

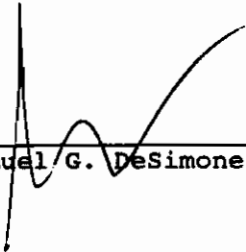
Section 2

A written notice to terminate or modify this Agreement is required to be given at least 60 days prior to June 30, 1993.


In witness of the Agreement, the parties to it have affixed their signatures this 20th day of October, 1992.

For the Judge

For PANJ



Samuel G. DeSimone, A.J.S.C.



PETER TORTORETO, President
Probation Association of
New Jersey

AFFILIATED SALEM COUNTY

APPENDIX A

BASE SALARY
JUNE 30, 1991

BASE SALARY
JULY 1, 1991

PROBATION OFFICERS

| | MINIMUM | |
|----------------|----------|----------|
| \$20,000 | \$21,500 | \$21,500 |
| \$20,250 | | \$21,650 |
| \$20,732 | | \$21,750 |

SENIOR PROBATION OFFICERS

| | MINIMUM | |
|----------------|----------|----------|
| \$21,800 | \$23,000 | \$23,500 |
| \$22,069 | | \$24,000 |
| \$22,345 | | \$24,000 |
| \$22,643 | | \$24,000 |
| \$22,911 | | \$24,000 |
| \$23,344 | | \$24,500 |
| \$23,623 | | \$24,500 |
| \$24,848 | | \$26,000 |

APPENDIX B

BASE SALARY
DECEMBER 31, 1991

BASE SALARY
JANUARY 1, 1992

PROBATION OFFICERS

| | MINIMUM | |
|----------------|---------|----------|
| \$21,500 | | \$22,000 |
| \$21,650 | | \$22,150 |
| \$21,750 | | \$22,250 |

SENIOR PROBATION OFFICERS

| | MINIMUM | |
|------------------|---------|----------|
| \$23,000 | | \$25,250 |
| \$23,500 | | \$25,250 |
| \$24,000 | | \$25,750 |
| \$24,500 | | \$26,000 |
| \$24,500 * | | \$26,500 |
| \$26,000 | | \$27,000 |

* BASE SALARY 6/30/91 - \$23,623

SALEM PO/SPO AND PROBATION MANAGERS SALARIES

7/1/90 - 6/30/93

| NAME | 6/30/90 SALARY | SALARY 7/1/90 | SALARY 1/1/91 | SALARY 7/1/91 | SALARY 1/1/92 | SALARY 7/1/92 | SALARY 1/1/93 |
|---------------|--------------------------------|--------------------|------------------|--------------------------------------|------------------|------------------|------------------|
| WARE, S. | | | | (DOH-6/19/92) | \$22,000 | \$22,770 | \$23,520 |
| SMITH, T. | | | | (DOH-6/19/92) | \$22,000 | \$22,770 | \$23,520 |
| DOUGLAS, V. | (DOH-9/21/90) | \$19,500 | \$20,250 | \$21,650 | \$22,150 | \$22,925 | \$23,675 |
| MILLER, T. | \$19,400 | \$19,982 | \$20,732 | \$21,750 | \$22,250 | (PROMOTED) | |
| MASSEY, D. | PO ^{MS} (DOH-7-13-90) | \$19,500 | \$20,250 | \$21,650 | \$22,150 | \$22,925 | (PROMOTED) |
| MILLER, D. | PO | \$19,400 | \$19,982 | \$20,732 | \$21,750 | \$22,250 | (PROMOTED) |
| JONES, R. | PO | \$19,400 | \$19,982 | \$20,732 | \$21,750 | (PROMOTED) | |
| BROWN, S. | PO | \$19,678 | \$20,268 | \$21,018 | (PROMOTED) | | |
| MASSEY, D. | SPO | | | ^{MS} (Promoted 7-31-92).... | \$25,650 | \$26,500 | \$26,500 |
| MILLER, T. | SPO | | | ^{MS} (Promoted 3-13-92)... | \$25,250 | \$26,134 | \$26,984 |
| MILLER, D. | SPO | | | ^{MS} (Promoted 6-19-92)... | \$25,250 | \$26,134 | \$26,984 |
| JONES, R. | SPO | | | (PROMOTED 12/20/91) | \$23,000 | \$25,250 | \$26,134 |
| BROWN, S. | SPO | (PROMOTED-5/10/91) | \$22,069 | \$24,000 | \$25,750 | \$26,651 | \$27,501 |
| GOWER, S. | SPO | \$20,917 | \$21,545 | \$22,345 | \$24,000 | \$25,750 | \$26,651 |
| JONES, R. | SPO | \$20,917 | \$21,545 | \$22,345 | \$24,000 | \$25,750 | \$26,651 |
| MARTIN, D. | SPO | \$21,207 | \$21,843 | \$22,643 | \$24,000 | \$25,750 | \$26,651 |
| EDWARDS, L. | SPO | \$21,467 | \$22,111 | \$22,911 | \$24,000 | \$25,750 | \$26,651 |
| CAMPBELL, E. | SPO | \$21,887 | \$22,544 | \$23,344 | \$24,500 | \$26,000 | \$26,910 |
| TURNBULL, C. | SPO | \$21,887 | \$22,544 | \$23,344 | \$24,500 | \$26,000 | \$26,910 |
| BAGBY, S. | SPO | \$22,150 | \$22,823 | \$23,623 | \$24,500 | \$26,500 | \$27,428 |
| YEICH, D. | SPO | \$22,150 | \$22,823 | \$23,623 | \$24,500 | \$26,500 | \$27,428 |
| SLUSSER, D. | SPO | \$23,348 | \$24,048 | \$24,848 | \$26,000 | \$27,000 | \$27,945 |
| HURFF, C. | PPO II | \$26,411 | \$27,335 | \$28,135 | \$29,135 | \$30,135 | \$31,190 |
| HOGAN, R. | PPO II | \$29,818 | \$30,862 | \$31,662 | \$32,662 | \$33,762 | \$34,949 |
| CAPRIOTTI, J. | SUPV. P.O. | \$30,969 | \$32,053 | \$32,853 | \$33,853 | \$34,953 | \$36,176 |
| ZIENTEK, M. | DEP CM | \$33,529 | \$34,703 | \$35,503 | \$36,503 | \$37,603 | \$38,919 |
| HAINES, J. | DEP CM | \$37,369 | \$38,677 | \$39,477 | \$40,477 | \$41,677 | \$43,136 |
| GERBER, D. | PPO I | \$39,329 | \$40,706 | \$41,506 | \$42,606 | \$43,806 | \$45,339 |
| BELL, G. | ACPO | \$39,720 | \$41,110 | \$41,910 | \$43,010 | \$44,210 | \$45,758 |
| BROWN, W. | CPO | \$47,530 | \$49,194 | \$49,994 | \$51,094 | \$52,294 | \$54,124 |

SALALL9092

AMENDED - 10/20/92

[Handwritten Signature]
 Samuel G. DeSimone
 A.J.C.

SALEM MANAGERS - 1990 - 93

JUDICIAL PROPOSAL

072 082 065 079 067

| NAME | 6/30/90 SALARY | 7/1/90 SALARY | 1/1/91 SALARY | 7/1/91 SALARY | 1/1/92 SALARY | 7/1/92 SALARY | 1/1/93 SALARY | BASE INCREASE DOLLARS | IN-POCKET PERCENT | POCKET DOLLARS | INCRE PERCENT |
|---------------|------------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------------|-------------------|----------------|---------------|
| HURFF, C. | PPO II \$26,411 | \$27,335 | \$28,135 | \$29,135 | \$30,135 | \$31,190 | \$32,290 | \$5,879 | 22.26% | \$4,390 | 16.62% |
| HOGAN, R. | PPO II \$29,818 | \$30,862 | \$31,662 | \$32,662 | \$33,762 | \$34,943 | \$36,043 | \$6,225 | 20.88% | \$4,613 | 15.47% |
| CAPRIOTTI, J. | SUP. PO \$30,969 | \$32,053 | \$32,853 | \$33,853 | \$34,953 | \$36,176 | \$37,276 | \$6,307 | 20.37% | \$4,654 | 15.03% |
| ZIENTEK, M. | DEP CM \$33,529 | \$34,703 | \$35,503 | \$36,503 | \$37,603 | \$38,919 | \$40,019 | \$6,490 | 19.36% | \$4,745 | 14.15% |
| HALNES, J. | DEP CM \$37,369 | \$38,677 | \$39,477 | \$40,477 | \$41,677 | \$43,136 | \$44,336 | \$6,967 | 18.64% | \$5,083 | 13.60% |
| GERBER, D. | PPO I \$39,329 | \$40,706 | \$41,506 | \$42,606 | \$43,806 | \$45,339 | \$46,539 | \$7,210 | 18.33% | \$5,205 | 13.23% |
| BELL, G. | ACPO \$39,720 | \$41,110 | \$41,910 | \$43,010 | \$44,210 | \$45,758 | \$46,958 | \$7,238 | 18.22% | \$5,219 | 13.14% |
| BROWN, W. | CPPO \$47,530 | \$49,194 | \$49,994 | \$51,094 | \$52,294 | \$54,124 | \$55,324 | \$7,794 | 16.40% | \$5,497 | 11.57% |

TOTALS: \$284,675 \$294,639 \$301,039 \$309,339 \$318,439 \$329,584 \$338,784

COST: \$9,964 \$6,400 \$8,300 \$9,100 \$11,145 \$9,200

PERCENT: 3.50% 2.17% 2.76% 2.94% 3.50% 2.79%

SAL1339092 AMENDED 10/20/92