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1984 SOMERSET COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____, 1984 between the Assignment Judge of the Superior Court of Somerset County, New Jersey (hereinafter referred to as the Judge) and the Somerset County Principal Probation Officers' Association (hereinafter referred to as the Association).

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Principal Probation Officers I and Principal Probation Officers II of the Somerset County Probation Department (hereinafter referred to collectively as principal probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et seq.

ARTICLE III - Salaries

Section 1

Effective January 1, 1984, salary ranges for Principal Probation Officers I and Principal Probation Officers II shall be established as follows:

<u>Step</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$17,727	\$19,119
2	18,969	20,457
3	20,296	21,889
4	21,718	23,421
5	23,238	25,060
6	24,864	26,814
7	26,604	28,691
8	28,467	30,699
9	30,460	32,847
10	32,592	35,147
11	34,874	37,607
12	37,315	40,239
13	39,927	43,056
14		46,070

Section 2

Effective January 1, 1984, and retroactive to that date, each principal probation officer shall advance one (1) step on the salary range set forth in Section 1 above (each principal probation officer shall advance one (1) from the step he/she occupied on December 31, 1983).

ARTICLE IV - Longevity

Principal probation officers will not be eligible for longevity benefits during the period of this Agreement. However, if the County grants a bonus to county employees generally as a substitute for regular longevity benefits, then principal probation officers shall also be entitled to this bonus.

ARTICLE V - Cash Education Award

Section 1

Each principal probation officer who obtains a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judge shall be raised one step in the salary range which he/she occupies at the time including one increment beyond maximum (see Article III, Section 1) upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree.

ARTICLE VI - Holidays

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

ARTICLE VII - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), principal probation officers shall receive the same leave credits as are provided generally to the employees of the County. Principal probation officers are entitled to the following types of leave credits:

A. Vacation

1. Officers who have less than five (5) years of service July 1 of any year shall receive twelve (12) working days of vacation per year.
2. Officers who have more than five (5) but less than ten (10) years of service on July 1 of any year shall receive sixteen (16) working days of vacation annually.
3. Officers who have more than ten (10) but less than fifteen (15) years of service on July 1 of any year shall receive nineteen (19) working days of vacation annually.
4. Officers who have more than fifteen (15) but less than twenty (20) years of service on July 1 of any year shall receive twenty-two (22) working days of vacation annually.

5. Officers who have more than twenty (20) years of service on July 1 of any year shall receive twenty-six (26) working days of vacation annually.

B. Personal Leave

Three (3) days annually with the permission and approval of the Chief Probation Officer.

C. Sick Leave

In accordance with county policy.

Section 2

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

Section 3

Each principal probation officer may receive two (2) days professional leave each year for the purpose of attending workshops, seminars, etc., in order to improve his/her effectiveness in the service, upon approval of the Chief Probation Officer.

ARTICLE VIII - Health and Welfare Benefits

Principal probation officers shall continue to be provided with all health and welfare benefits presently granted to Somerset County employees generally. The benefits include, but are not limited to a dental plan, a non-contributory self-funded re-insured employee health benefit program or H.M.O. If, during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits, such as optical or drug plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to principal probation officers.

ARTICLE IX - Grievance Procedure

The parties agree that a complaint or grievance of any principal 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 (in the absence of an Assistant Chief Probation Officer, Principal Probation Officers I shall move directly to Step 2)

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 Chief Probation Officer, who shall acknowledge its receipt 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, he may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency, provided that the Commission agrees to hear the case.
- (b) He/she may appeal to the Judge, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to Judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable statute or court rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies, or grievances established by any other statute, grievance procedures established herein shall be utilized to cover any dispute covered by the terms of this Agreement.

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

ARTICLE X - Review of Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon written notification to the Chief Probation Officer. All documents contained in such files shall be sequentially numbered and, upon examination of said documents, each document shall be initialed by the employee concerned. The signature affixed by the employee to any document in such file shall not indicate in anyway that the employee agreed with the contents of the file. The signature will be affixed only to show the file has been reviewed, in accordance with the present Agreement. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee may institute grievance procedures regarding any statement containing evaluatory material of a negative nature, beginning with material entered on the effective date of this Agreement and material entered thereafter. A copy of any document subsequently placed in the personnel file shall be given to the affected employee.

ARTICLE XI - Liability Insurance

Principal probation officers shall be entitled to the same liability insurance coverage and provisions of legal assistance in actions arising out of the performance of their duties as are other employees of the County.

ARTICLE XII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XIII - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the 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 so severed.

ARTICLE XIV - 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 issues, but only by their mutual consent.

ARTICLE XV - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1984 and shall remain in full force and effect until December 31, 1984. 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, 1984.

In witness of this Agreement, the parties to it have affixed their signatures this _____ day of _____, 1984.

FOR THE JUDGE

FOR THE ASSOCIATION

Wilfred P. Diana, A.J.S.C.

Howard J. Weiss
Howard J. Weiss

John N. Condelli
John N. Condelli