

STORAGE

ATTACHMENT I

Warren

THIS DOES NOT
CIRCULATE

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WARREN COUNTY 1977-78 PROBATION OFFICERS' CONTRACT

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Labor Relations

1 1978

RUTGERS UNIVERSITY

Article 1 - Agreement

This agreement entered into this 11th day of Jan 1978 by and between the Judges of the County Court of Warren County, New Jersey (hereinafter referred to as the Judges) and the Warren County Probation Officers Association (hereinafter referred to as the Association).

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Warren County Probation Department (hereinafter referred to collectively as 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.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et. al.; statutes, court rules; and case law 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 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.

Article III - Pledge Against Discrimination

The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

Article IV - Salaries

Section 1

Effective January 1, 1977 (and made retroactive to that date) probation officer and senior probation officer salary ranges and increments shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Probation Officer	\$10,308	\$13,920	\$516
Senior Probation Officer	11,933	16,112	597

Section 2

Effective January 1, 1977, (and made retro-active to that date) each probation officer employed by the department prior to January 1, 1976 shall receive a salary adjustment equal to 8% of his/her December 31, 1976 salary.

Section 3

Effective January 1, 1978, probation officer and senior probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$10,824	\$12,530
Step 2	11,365	13,157
Step 3	11,906	13,784
Step 4	12,447	14,411
Step 5	12,988	15,038
Step 6	13,529	15,665
Step 7	14,070	16,292
Maximum	14,611	16,919
Increment	541	627

Section 4

Effective January 1, 1978, each probation officer not on step in the applicable new range shall be placed on the step representing the next highest salary greater than the salary the probation officer had been receiving prior to the range adjustment.

Section 5

Effective January 1, 1978, each probation officer employed by the probation department prior to January 1, 1977 shall receive a salary adjustment equal to the amount of the appropriate increment; i.e., each affected probation officer shall receive the salary of the next highest step in the applicable range.

Section 6

Effective July 1, 1978, probation officer and senior probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$11,365	\$13,157
Step 2	11,933	13,815
Step 3	12,501	14,473
Step 4	13,069	15,132
Step 5	13,637	15,790
Step 6	14,205	16,448
Step 7	14,773	17,107
Maximum	15,342	17,765
Increment	568	658

Section 7

Effective July 1, 1978, each probation officer shall receive the salary indicated above by the same step in the new applicable range that the officer occupied in the previous range.

Article V - Cash Educational Award

Section 1

Effective January 1, 1977, each 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 Judges, shall be entitled to an annual award of \$100 upon submission of satisfactory evidence to the Chief Probation Officer of having been awarded the degree. Effective January 1, 1978, this award shall be increased to \$225. Payment shall be made on July 1.

*Article V
Deleted by
agreement of
both parties.
1/11/78*

Section 2

Effective January 1, 1977, each probation officer who obtains a Doctorate pursuant to the provisions of Section 1, shall be entitled to an annual award of \$200. Effective January 1, 1978, this award shall be increased to \$450. Payment shall be made on July 1.

Section 3

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this article shall be final and not subject to further appeal.

*Y.P.
J.P.
M.S.*

Article VI - Longevity

Probation officers shall continue to receive longevity payments as are granted to Warren County employees generally. If, during the period covered by this agreement, the County grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to probation officers.

Article VII - Promotions

Section 1

Effective January 1, 1977, any probation officer receiving a promotion to senior probation officer shall receive the salary of the step in the senior probation officer salary range which represents the next highest salary to that received prior to the promotion.

Section 2

Effective January 1, 1978, any probation officer receiving a promotion to senior probation officer shall receive the salary of that step of the senior probation officer salary range that provides an increase of at least one increment of the probation officer range.

Article VIII - Vacation and Other Leave Credits

Pursuant to R. 130-5(b), probation officers of the Warren County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county.

Article IX - Holidays

Section 1

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
- 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 Veterans' Day
- 4th Thursday in November Thanksgiving Day
- December 25th Christmas Day
- Good Friday and General Election Day.

Effective in 1978: The above list will be expanded to include:

January 15th. . . . Martin Luther King's Birthday

Section 2

If any 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 X - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Warren County employees generally. The benefits include, but are not limited to, a non-contributory hospital and medical plan as provided by the Connecticut General Insurance Company. If, during the term of this agreement, the county grants to its employees generally any additional health and welfare benefits, such as an optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Section 2

Probation officers shall receive the benefits of the county established plan for payment for unused sick leave on retirement.

Article XI - Meetings

Representatives of the Association may meet with the Judges or their representative to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

Article XII - Association Representatives

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Association representatives for the purpose of handling grievances. One probation officer shall be the primary representative with the second probation officer acting as assistant and/or substitute representative.

Article XIII - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, 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 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 for a final determination of the grievance:

- (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 County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness.

The Judges may designate any Court employee or any other representative who is not an employee of the Court to hear and make recommendations to them 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 by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

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

ARTICLE XIV - Savings Clause

Should any article, section or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

ARTICLE XV - Conclusiveness of Agreement

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

Article XVI - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977 and shall remain in full force and effect until December 31, 1978. By mutual concurrence of the parties, they may be continued for an additional time period.

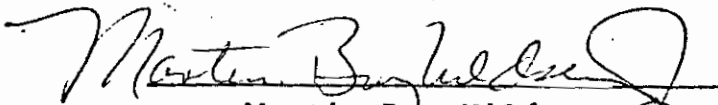
Section 2

A written notice to terminate or modify this agreement is required to be given at least 60 days prior to December 31, 1978.

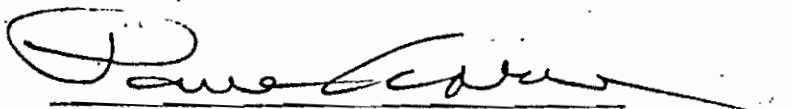
In witness of this agreement, the parties to it have affixed their signatures this 11th day of Jan 1978.

FOR THE JUDGES

FOR THE ASSOCIATION


Martin Bry-Nildsen




Paul Aaroe

ATTACHMENT II

SALARIES & SALARY RANGES FOR
WARREN COUNTY PROBATION OFFICERS

<u>Title</u>	<u>Name</u>	<u>1/1/77 Salary</u>	<u>10/1/77 Salary</u>	<u>12/31/77 Salary</u>	<u>1/1/78 Salary</u>	<u>6/30/78 Salary</u>
SPO/PPO	Murphy, J.	\$16,911	\$17,105*	\$17,270	\$17,961	\$18,859
SPO	Pandolfi, G.	15,705	15,705	16,292	16,919	17,765
SPO	Hamlin, F.	13,897	13,897	14,411	15,038	15,790
PO/SPO	Kurland, D.	13,134	13,724*	13,784	14,411	15,132
PO/SPO	Foster, B.	12,093	12,530*	12,530	13,157	13,815
PO	Eilenberg, J.	11,052	11,052	11,365	11,906	12,501
PO	Vliet, T.	10,404	10,404	10,824	11,365	11,933
PO	Ferrence, W.	10,404	10,404	10,824	11,365	11,933
PO	Kelley, K.	10,404	10,404	10,824	11,365	11,933
PO	Murphy, W.	10,404	10,404	10,824	11,365	11,933
PO	Clymer, R.**	-----	10,308	10,824	10,824	11,365

* Salary change based on promotion.

** Effective on the hiring date, the salary is set at \$10,308.

<u>Effective Date</u>	<u>Probation Officer</u>			<u>Senior Probation Officer</u>		
	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
1/1/77	\$10,308	\$13,920	\$516	\$11,933	\$16,112	\$597
12/31/77	10,824	14,611	541	12,530	16,919	627
6/30/78	11,365	15,342	568	13,157	17,765	658

<u>Date</u>	<u>Principal Probation Officer II</u>			<u>Chief Probation Officer</u>		
	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
1/1/77	\$13,157	\$17,763	\$658	\$15,993	\$21,593	\$800
12/31/77	13,815	18,652	691	16,793	22,673	840
6/30/78	14,506	19,585	726	17,633	23,807	882

ATTACHMENT III

Salaries and Salary Ranges for Chief Probation Officer and Principal Probation Officer II of Warren County.

<u>Title</u>	<u>Name</u>	<u>1/1/77</u> <u>Salary</u>	<u>10/1/77</u> <u>Salary</u>	<u>12/31/77</u> <u>Salary</u>	<u>1/1/78</u> <u>Salary</u>	<u>6/30/78</u> <u>Salary</u>
C.P.O.	Rudewick, R.	\$22,438	\$22,438	\$22,438	\$22,673	\$23,807
P.P.O. II	Hemmendinger, M.	18,577	18,577	-	-	-

Chief Probation Officer

<u>Effective Date</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
1/ 1/77	\$15,993	\$21,593	\$800
12/31/77	16,793	22,673	840
6/30/78	17,633	23,807	882

Principal Probation Officer II

<u>Effective Date</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
1/ 1/77	\$13,157	\$17,763	\$658
12/31/77	13,815	18,652	691
6/30/78	14,506	19,585	726

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STORAGE

THIS BOOK DOES NOT CIRCULATE

21-00

WARREN COUNTY 1979-80 PROBATION OFFICERS' COLLECTIVE AGREEMENT 1

Warren

Article 1 - Agreement

This agreement entered into this ^{10th} day of December 1979 by and between the Judges of the Superior Court of Warren County, New Jersey (hereinafter referred to as the Judges) and the Warren County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Warren County Probation Department (hereinafter referred to collectively as 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.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et. al.; statutes, court rules; and case law 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 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.

Article III - Pledge Against Discrimination

The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation or Association activity.

Article IV - Salaries

Section 1

Effective January 1, 1979 (and made retroactive to that date) probation officer and senior probation officer salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,365	\$15,342
Senior Probation Officer	\$13,157	\$19,097