

THIS DOES NOT  
CIRCULATE

AGREEMENT

between

JUDGES OF THE COUNTY COURT OF ESSEX COUNTY

and

ESSEX COUNTY PROBATION OFFICERS' ASSOC.

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JANUARY 1, 1978 - DECEMBER 31, 1980

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Labor Relations

JAN 4 1979

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Article I - Agreement

This agreement is entered into this <sup>28<sup>th</sup></sup> day of ~~June~~, 1978 between the Judges of the County Court of Essex County, New Jersey, (hereinafter referred to as the "Judges") and the Essex County Probation Officers' Association (hereinafter referred to as the "Association").

Article II - Recognition

The Judges hereby recognize the Association as the sole and exclusive representative of the Principal Probation Officers I, Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Essex 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.

Article III - Salaries

Section 1

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

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	11,710	12,822	14,414	16,012
Maximum	17,358	19,056	21,183	23,449
Increment	964	1,065	1,152	1,264

Section 2

Effective January 1, 1978 each probation officer receiving the maximum salary in the appropriate range in existence on December 31, 1977 shall receive a salary adjustment equal to a 5% increase of the officer's base pay. Effective January 1, 1978 each probation officer not at maximum salary as of December 31, 1978 shall receive a salary adjustment equal to a 3% increase of the maximum salary of the appropriate range as of December 31, 1977, and shall further receive the amount of the appropriate increment. Such increases and increment payments, if due, shall be made in accordance with past practices of the parties.

Section 3

Effective January 1, 1979 probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	11,710	12,822	14,414	16,012
Maximum	18,313	20,104	22,348	24,739
Increment	964	1,065	1,152	1,264

#### Section 4

Effective January 1, 1979 each probation officer receiving the maximum salary in the appropriate range as of December 31, 1978, shall receive a salary adjustment equal to a 5.5% increase of the officer's base pay. Effective January 1, 1979 each probation officer not at maximum salary as of December 31, 1978 shall receive a salary adjustment equal to a 3% increase of the maximum salary of the appropriate range as of December 31, 1978 and shall further receive the amount of the appropriate increment. Such increases and increment payments, if due, shall be made in accordance with past practices of the parties.

#### Section 5

Effective January 1, 1980 probation officer salary ranges and increments shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	11,710	12,822	14,414	16,012
Maximum	19,412	21,310	23,689	26,223
Increment	964	1,065	1,152	1,264

#### Section 6

Effective January 1, 1980 each probation officer receiving the maximum salary in the appropriate range as of December 31, 1979 shall receive a salary adjustment equal to a 6% increase of the officer's base pay. Effective January 1, 1980 each probation officer not at maximum salary as of December 31, 1979 and employed by the Probation Department prior to January 1, 1979 shall receive a salary adjustment equal to a 3% increase of the maximum salary of the appropriate range as of December 31, 1979 and shall further receive the amount of the appropriate increment. Effective January 1, 1980 each probation officer not at maximum salary as of December 31, 1979 and employed by the Probation Department on or after January 1, 1979 shall receive either the amount of the appropriate increment or the negotiated increase, i.e., in 1980, 6%; whichever is greater. Such increases and increment payments, if due, shall be made in accordance with past practices of the parties.

## Section 7

No increase will be granted to probation officers in the first year of their employment. That is, officers will be hired at the above minimum salary for probation officers and will remain at that salary until their first increment is due, in accordance with past practices.

## Section 8

No probation officer shall receive a salary increase under this article which would raise his/her salary above the maximum range that is fixed for the position occupied during each year of the agreement. In the event such a development were to occur, the officer so affected shall receive only the maximum salary at the appropriate range.

## Article IV - Supper Allowance

Any probation officer who is required to remain on duty beyond 4:00 p.m. and through 6:00 p.m., shall receive a meal allowance of \$5.00 for each such duty assignment subject to approval by the appropriate administrator or the Court.

## Article V - Automobiles

Effective January 1, 1978 each probation officer who uses his/her automobile for Probation Department business within the county shall be reimbursed at a rate of 18 cents per mile, not to exceed \$100 monthly. Effective January 1, 1979, the mileage rate shall be increased to 19 cents, and effective January 1, 1980 the mileage rate shall be increased to 20 cents.

## Article VI - Cash Educational Award (Annual Educational Increment)

### Section 1

Effective January 1, 1978 each probation officer who is now or who hereafter becomes the holder of an approved Master's degree, as defined below, shall receive a cash educational award (annual educational increment) of \$700 in addition to all other increments to which he/she may be entitled hereunder and the maximum salary to which he/she may become entitled shall also be increased by that amount. Effective January 1, 1979 the cash educational award (annual educational increment) shall be increased to \$800, and effective January 1, 1980 the cash educational award (annual educational increment) shall be increased to \$900.

## Section 2

An approved "Degree" is defined as one from an institution within the continental limits of the United States whose name has appeared as an accredited institution of higher education in Accredited Institutions of Higher Education published by the American Council on Education for the Federation of Regional Accrediting Commissions of Higher Education in the issue thereof appearing immediately prior to the employee enrolling in such institution, and shall be limited to degree given for a major concentration in the following areas:

1. Social work
2. Correction
3. Criminology
4. Sociology
5. Psychology
6. Counselling
7. Guidance
8. Behavioral Science
9. Public Administration
10. Criminal Justice
11. Law - (the cash educational awards (annual educational increments) shall be granted to the holder of a Law Degree only upon the completion of two (2) years' service in the Probation Department following receipt of the Law Degree)
12. Any other degree where the major concentration of courses is related to the probation practice.

Probation officers presently working on their Master's Degree and probation officers presently in possession of such will not be affected by the above degree area changes.

## Section 3

Any newly appointed probation officer with an approved Master's Degree shall receive a cash educational award (annual educational increment) upon reaching the salary level one increment beyond the minimum salary for the range.

## Section 4

In the event of a dispute as to whether a "degree" is "approved" within the meaning hereof the same shall be resolved by a committee of three Judges of the Essex County Court, designated by the Senior Judge of the Essex County Court. The committee's determination shall be final, notwithstanding any other provision of this Agreement.

Section 5

A probation officer may obtain credit for a "Degree" in the foregoing areas from an institution of higher education outside the continental limits of the United States by obtaining approval thereof from a committee of three judges constituted as aforesaid. The committee's determination shall be final, notwithstanding any other provision of this Agreement.

Article VII - Longevity

Section 1

The longevity plan shall be eliminated for all probation officers hired on or after January 1, 1978.

Section 2

Longevity payments shall be frozen at the increment rate for the title in effect on December 31, 1977.

Section 3

During the five year period commencing January 1, 1978 all prior inequities in longevity payments to employees shall be eliminated so that all employees shall have received equal longevity payments at the 1977 increment rate.

Article VIII - Vacation

Section 1

Except as provided in Section 2 hereof, the vacation policy heretofore in effect shall continue, and the following annual vacation leave shall be granted:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 working day for each month of service
1 year through 12 years	15 working days
13 years through 19 years	20 working days
20 years or more	25 working days

Section 2

Vacation of one week may be carried over to the year following its being earned up to April 1 or be

forfeited. In extreme or unusual cases, the April 1 deadline may be extended at the sole discretion of the Chief Probation Officer with the approval of the Assignment Judge.

#### Article IX - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Essex County employees generally. If during the term of this agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

#### Article X - Transport of Probationers

No probation officer shall be required to transport probationers or other defendants in his or her privately owned automobiles.

#### Article XI - Liability

##### Section 1

Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position, or employment, the County shall defray all costs, not covered by policy of insurance, of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

##### Section 2

Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his/her employment as a probation officer and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him/her for the cost, not covered by policy of insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

##### Section 3

The provisions of this Article shall apply, but

are not limited to, the use of automobiles by probation officers for field work.

#### Article XII - Management Rights

The Judges hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a) To the executive management and administrative control of the probation department and its facilities, and the activities of its employees;
- b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Judges, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county or local laws or ordinances or the Rules of Court.

#### Article XIII - Grievance Procedure

As authorized by N.J.S. 34:13A-5.3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules 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 employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time within 3 working days if possible. At this level, a complaint or grievance need not be in writing.

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 appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days.

Step 3 - If not resolved by the Assistant Chief Probation Officer the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within ten days.

Step 4 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- b. He 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 a representative from outside the Probation Department to hear and make recommendations for disposition. The decision of the Judges or their representative shall be made within 20 days of the date of receipt of the grievance;
- c. He may request the matter to be heard by an impartial arbitrator, to be selected by the Public Employment Relations Commission, who shall be selected in accordance with the conventionally used rules and procedures utilized for this purpose.
  - (1) The decision of the arbitrator shall be final and binding on both parties.
  - (2) The cost of arbitration shall be borne equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration, as outlined in Step 4c. above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Agreement shall be subject only to the application of steps 1, 2, 3 and 4a & b, for their resolution. 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.

#### Article XIV - Benefits Inclusion

Except as otherwise provided herein, all rights, privileges and benefits which have heretofore been provided to the probation officers and which are presently being so provided to them shall be maintained and continued by the Judges during the term of this Agreement.

#### Article XV - 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, nevertheless, in full force and effect.

#### Article XVI - 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 mutual consent and upon the happening of some unforeseen event.

#### Article XVII - Duration of Contract

##### Section 1

The provisions of this Agreement shall remain in effect until the later of December 31, 1980 or the date upon which a substitute Agreement has been executed by the parties hereto.

##### Section 2

Negotiations for the substitute Agreement

concerning all terms and conditions of employment including salary shall commence no later than September 15, 1980, upon written notice by either party.

IN WITNESS WHEREOF, the parties hereto have unto affixed their signatures this 27<sup>th</sup> day of July 1978.

FOR THE JUDGES

Leo Yanoff  
LEO YANOFF

Marilyn Loftus  
MARILYN LOFTUS

June Strelecki  
JUNE STRELECKI

William F. Harth  
WILLIAM F. HARTH

Harry Hazelwood, Jr.  
HARRY HAZELWOOD, JR.

Paul B. Thompson  
PAUL B. THOMPSON

Michael J. O'Neil  
MICHAEL J. O'NEIL

Joseph F. Walsh  
JOSEPH F. WALSH

Edward F. Neagle  
EDWARD F. NEAGLE

Felix A. Martino  
FELIX A. MARTINO

Alexander J. Maturri  
ALEXANDER J. MATTURRI

William H. Walls  
WILLIAM H. WALLS

Thomas R. Farley  
THOMAS R. FARLEY

Leonard Ronco  
LEONARD RONCO

FOR THE ASSOCIATION

Anthony S. Casale, Jr.  
ANTHONY S. CASALE, JR.

Richard B. Talty  
RICHARD B. TALTY

Hubert Hayes  
HUBERT HAYES

15 3 52 6W JB