

contract # 1702

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1993-1994 Salem County Probation Officers' Collective Agreement

REVISED 8/9/94

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1993-1994 SALEM COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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ARTICLE I - AGREEMENT

This Agreement was entered into on this 29th day of August 1994 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, 1993, 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	\$23,500	\$27,000
Maximum	27,500	33,500

Section 2

Effective July 1, 1993, 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, 1993 base salary.

Section 3

Effective January 1, 1994, 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	\$23,750	\$27,000
Maximum	28,000	34,000

Section 4

Effective January 1, 1994, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of one percent (1%) added to his/her December 31, 1993 base salary.

Section 5

Effective July 1, 1994, 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	\$24,250	\$28,000
Maximum	29,000	34,500

Section 6

Effective July 1, 1994, and retroactive to that date, each probation officer and senior probation officer shall receive an increase of five percent (5%) added to his/her June 30, 1994 base salary.

Section 7

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 \$.23 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% 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. 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 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.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday when approved by the Judiciary.

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 as set forth in Section 2 of this Article
- b. Sick Leave as set forth in Section 3 of this Article
- c. Administrative Leave, as set forth in Section 5 of this Article.
- d. Bereavement Leave as set forth in Article XV.

Section 2

A. Permanent and provisional officers shall be entitled to the following annual vacations with pay subject to the approval of the requested times by the employee's department head.

- 1. For each full month or major part thereof, from date of hire up to and including December 31st following such date of hire - one (1) workday per month as earned.
- 2. Beginning January 1st following hiring date through five calendar years - twelve (12) workdays per year.
- 3. Beginning with the sixth calendar year through twelve calendar years - fifteen (15) workdays per year.
- 4. Beginning with the thirteenth calendar year through twenty calendar years - twenty (20) workdays per year.
- 5. Beginning with the twenty-first calendar year - twenty-five (25) workdays per year.

B. Officers Separated from Employment - Any Probation Officer who is laid off, discharged, retired or separated from service for any reason prior to taking his/her vacation, shall be compensated for the unused vacation earned at the time of separation. However, if an officer utilized his/her vacation prior to the time it is earned, then the officer will have the amount of vacation taken over the amount earned deducted from his/her final compensation check.

C. Vacation Carry-over - When in any calendar year the vacation or any part thereof is not granted for reasons of business, such vacation periods shall accumulate and be granted during the next succeeding year only.

Section 3

A. Officer - Sick leave is defined as the absence from duty of an officer who because of personal illness or bodily injury is unable to perform the usual duties of his position; exposure to contagious disease; a short period of emergency attendance upon a member of the immediate family seriously ill and requiring said presence of the officer.

A member of the officer's immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law, or foster family member.

B. Eligibility - Permanent and provisional officers shall be entitled to the following sick leave with pay:

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.

2. Regular scheduled part-time employees must have worked a minimum of eighty (80) hours during the given calendar month for sick leave credit, and are eligible for sick leave benefits on a prorated basis of hours worked vs. standard full-time hours as designated for that particular job classification.

C. Qualifying Requirements

1. If an officer is absent for five (5) or more consecutive working days, for any reason set forth in the above, the department head may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.

2. The department head or appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action. The Employer may adopt such other sick leave verification procedures that are reasonable and which they deem appropriate and are consistent with State law.

3. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of illness is confidential between doctor and patient).

4. Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth in paragraph "A" above shall notify his immediate supervisor or some other person in the work unit by telephone or personal message within one (1) hour after the beginning of work for his position except in twenty-four (24) hour shift operations where notice must be given a minimum

of one (1) hour before the employee's starting time, unless extenuating circumstances prevent such notification.

5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local department of health or upon such reasonable proof as the department head shall require.

6. In accumulating sick leave due, the total years of continuous service in classified New Jersey Department of Personnel positions shall be considered less sick leave utilized.

Section 4

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 5

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

Effective July 1, 1993, the Employer shall provide a payment of One Hundred Ninety (\$190.00) Dollars 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 County on a white voucher for reimbursement up to a maximum of One Hundred Ninety (\$190.00) Dollars.

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

B. Optical Program

1. Effective July 1, 1993 the Employer shall reimburse up to Seventy-Five (\$75.00) Dollars per contract year, per family, upon submission of a paid receipt by the employee.

2. Effective July 1, 1994 the Employer shall reimburse up to Eighty (\$80.00) Dollars per contract year, per family, upon submission of a paid receipt by the employee.

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 IV - 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. Consideration will be given to applicants with seniority in the Salem Judiciary.

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.

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 sixteen (16) days in the aggregate in each calendar year, is otherwise reasonable, and does not interfere with the officers' 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.

Section 3

Representatives of the union may meet with the Chief Probation Officer/ Division Manager as the representative of the Assignment Judge to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

Section 4

The Judge agrees not to interfere with the rights of officers to become members of the union, and there will be no discrimination, interference, restraint, or coercion by the Judge or any of the Judge's representatives against any officer because of union membership or because of any officer's activity in an official capacity on behalf of the union.

Section 5

The employer will reproduce the final signed agreement and present a copy to the local president.

Section 6

The Chief Probation Officer/Division Manager shall submit to the union president a list of new officers hired, their job classification, and whether their employment is permanent or provisional within 30 days of employment by the Salem County Judiciary.

Section 7

The Chief Probation Officer/Division Manager shall grant permission for the union to use the probation department premises for union meetings during non-working hours, provided that such meetings do not interfere with the performance of duties assigned to the officers.

Section 8

Bulletin boards, provided by PANJ, shall be made available for the posting of union notices and information.

Section 9

No permanently appointed officer shall be disciplined, discharged or reduced in rank or compensation without just cause.

Section 10

Any criticism by a supervisor of an employee shall be made in confidence and not in the presence of probationers, co-workers, or members of the public.

Section 11

Each officer shall have access to his/her own personnel file during reasonable working hours upon written notification. 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. A copy of any document placed in the personnel file shall be given to the affected employee.

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 or the union relating to the interpretation, application or violation of policies, agreements and administrative decisions effecting 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:

- A. A "grievant" is the employee or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
- B. A "Party in Interest" is the person or persons making the claim and any person including the Association, who might be required to take action or against whom action might be taken in order to resolve the claim.
- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. The number of days indicated at each level should be considered as maximum and every effort shall be made to expedite the process. The time limits specified may, however,

be extended by mutual agreement. All days referred to in this procedure shall be working days.

- E. Any grievant may represent himself/herself throughout the procedure. When an employee is not represented by the association, the association shall have the right to be present and state its views at all stages of the grievance procedure.
- F. No reprisals of any kind shall be taken by the County/Judiciary against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.
- G. If, in the judgment of the Association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Chief Probation Officer or Division Manager directly and the processing of such grievance shall commence at level two (2).
- H. All decisions rendered shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to the association within the specified times.
- I. All documents, communications and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Step 1

The grievance shall first be taken to the officer's immediate supervisor, i.e., the Principal Probation Officer, who shall make every effort to resolve the problem within a reasonable period of time; within three (3) working days. At this level, a complaint or grievance need not be in writing. The time 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, and submitted to the Vicinage Assistant 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 Vicinage Assistant Chief Probation Officer, the grievance shall be handled by a designated assistant or it may proceed to the next step. 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 shall be 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 Rule 1:33-4, R. 1:34-4 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/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.

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

ARTICLE XXIII - FAMILY LEAVE ACT

The provisions of the Family Leave Act, N.J.S.A. 34:11B-1 et. seq., shall apply to all probation officers.

ARTICLE XXIV - 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 XXV - 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 XXVI - 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 XXVII - DURATION OF CONTRACT

Section 1

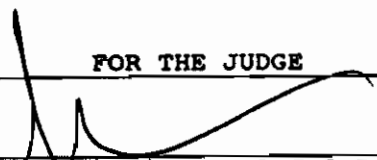
The provisions of this Agreement shall be retroactive to July 1, 1993 and shall remain in full force and effect until December 31, 1994. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least 60 days prior to December 31, 1994.

In witness of this Agreement, the parties to it have affixed their signatures this 29th day of August, 1994.

FOR THE JUDGE



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

FOR PANJ

