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Contract # 71

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1990-91 SOMERSET COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1990-91 Somerset County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____, 1990 between the Assignment Judge of the Superior Court of Somerset County, New Jersey (hereinafter referred to as the "Judge") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE II - Recognition

The Judge hereby recognizes the Union as the sole and exclusive representative of Probation Officers and Senior Probation Officers employed in Somerset County (hereinafter referred to collectively as "Probation Officers") to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Effective January 1, 1990, and retroactive to that date, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$20,500	\$31,563
Senior Probation Officers	25,000	47,007

Section 2

Effective January 1, 1990, and retroactive to that date, each Probation Officer whose December 31, 1989 base salary is less than \$21,000 shall receive an increase of five hundred dollars (\$500) added to his/her December 31, 1989 base salary.

Effective January 1, 1990, and retroactive to that date, each Probation Officer whose December 31, 1989 base salary is greater than \$21,000 shall receive an increase of six hundred fifty dollars (\$650) added to his/her December 31, 1989 base salary.

Effective January 1, 1990, and retroactive to that date, each Senior Probation Officer whose December 31, 1989 base salary is less than \$40,000 shall receive one thousand dollars (\$1,000) which shall be added to his/her December 31, 1989 base salary.

Effective January 1, 1990, and retroactive to that date, each Senior Probation Officer whose December 31, 1989 base salary is greater than forty thousand dollars (\$40,000) shall receive an increase for the calendar year 1990 of six percent (6%) added to his/her December 31, 1989 base salary.

Section 3

Effective July 1, 1990, Probation Officers' and Senior Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$22,000	\$34,000
Senior Probation Officers	26,250	42,250

Section 4

Effective July 1, 1990, each Probation Officer shall be placed on the salary schedule in accordance with Appendix A attached hereto.

Section 5

Effective July 1, 1990, each Senior Probation Officer whose June 30, 1990 base salary is less than \$40,000 shall be placed on the salary schedule in accordance with Appendix B attached hereto.

Section 6

Effective January 1, 1991, the salary ranges for Probation Officers' and Senior Probation Officers' shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officers	\$23,100	\$35,700
Senior Probation Officers	27,563	44,363

Section 7

Effective January 1, 1991, the salary schedule for Probation Officers and Senior Probation Officers shall be established in accordance with Appendix C attached hereto.

Section 8

Effective January 1, 1991, each Probation Officer and Senior Probation Officer shall remain on his/her December 31, 1990 step and shall be paid in accordance with the 1991 salary schedule (Appendix C).

Section 9

Effective January 1, 1991, any Senior Probation Officer whose December 31, 1990 base salary is greater than \$45,000 shall receive an increase for the calendar year 1991 of five percent (5%) added to his/her December 31, 1990 base salary.

Section 10

Effective July 1, 1991, each Probation Officer and Senior Probation Officer who has been in the bargaining unit at least one full year and is not at maximum, shall advance one (1) step on the salary schedule.

ARTICLE IV - Longevity

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 probation officers shall also be entitled to this bonus.

ARTICLE V - Cash Educational Award

Section 1

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 Vicinage Chief Probation Officer and approved by the Judge shall be entitled to advance two (2) steps on the current salary schedule upon submission of satisfactory evidence to the Vicinage Chief Probation Officer of having been awarded the degree. If an officer is at maximum, his/her base salary shall be increased by the equivalent amount of two (2) steps on the officer's salary schedule.

Section 2

Each Probation Officer who obtains a Doctorate Degree from an accredited college or university pursuant to the regulations of Section 1, shall be entitled to advance one (1) step on the current salary schedule upon submission of satisfactory evidence to the Vicinage Chief Probation Officer of having been awarded this degree. If an officer is at maximum, his/her base salary shall be increased by the equivalent amount of one (1) step on the officer's salary schedule.

ARTICLE VI - 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 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.

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 VII - Vacation and Other Leave Credits

Section 1 - Vacation

Pursuant to N.J.A.C. 4A:6-1.2, probation officers shall receive the following vacation benefits:

1. From initial employment up to the end of the first calendar year, annual paid vacation leave for full-time employees shall be one (1) working day for the initial month of employment if they begin work on the first through the eighth day of the calendar month and one-half (½) working day if they begin on the ninth through the twenty-third day of the month.

2. After the initial month of employment and up to the end of the first calendar year employee's shall receive one (1) working day for each month of service.

3. Beginning in the second calendar year of employment officers who have less than five (5) years of service shall receive twelve (12) working days of vacation per year.

4. Officers who have more than five (5) years, but less than ten (10) years of service on July 1 of any year shall receive sixteen (16) working days of vacation annually.

5. 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.

6. Officers who have more than fifteen (15) years, but less than twenty (20) years of service on July 1 of the year shall receive twenty-two (22) working days of vacation annually.

7. 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.

Section 2 - Personal Leave

Three (3) days annually with the permission and approval of the Vicinage Chief Probation Officer shall be granted to every probation officer.

Section 3 - Sick Leave

1. New employees shall receive one (1) working day for the initial month of employment, if they begin work on the first through the eighth day of the calendar month and one-half ($\frac{1}{2}$) working day if they begin work on the ninth through the twenty-third day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

3. Unused sick leave shall accumulate from year to year without limit.

4. Sick leave may be used by employees who are unable to work because of personal illness/injury, exposure to contagious disease, care, for a reasonable period of time, of a seriously ill member of the employee's immediate family or death in the employee's immediate family for a reasonable period of time.

Section 4 - Additional Leaves

If, during the term of this Agreement, the County grants to any of its employees any additional leave credits or other expanded leave credits, the Employer shall notify the Union and shall indicate a willingness to extend the same to members of this bargaining unit.

Section 5 - Professional Leave

Each 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 Vicinage Chief Probation Officer.

ARTICLE VIII - Promotions

Each Probation Officer promoted to Senior Probation Officer shall receive a promotional increase of no less than 4.5% over their current salary or the minimum of the salary range for the title to which they are being promoted, whichever is greater. In the event that the 4.5% places the promoted employee between salary steps of the new salary range, the employee's salary shall be adjusted to the next higher step.

ARTICLE IX - Tuition Reimbursement

The Employer will continue the current Educational Reimbursement Program for the duration of the contract.

In the event the County improves the Educational Reimbursement Program generally for other county employees, then those improvements will be extended to members of this beginning unit as well.

ARTICLE X - Postings

The Union shall be provided with a union bulletin board at each worksite for the purpose of posting union business, educational and social notices only. All job opportunities involving newly created positions or vacant positions shall be posted for seven (7) working days on these designated bulletin boards. Said posting shall include job title, job description, job requirement and salary range. The Union President shall receive a copy of all job postings.

ARTICLE XI - Health Benefits

Section 1 - Medical Surgical

Probation officers and covered family members shall continue to be provided with a comprehensive health, medical, surgical plan in accordance with past practice. The benefits include a non-contributory self-funded re-insured employee health benefit program (or its equivalent) of H.M.O.

Section 2 - Dental

Probation officers shall continue to be provided with the Dental plan in accordance with past practice.

Section 3 - Additional Benefits

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

ARTICLE XII - Employee Assistance Program

Effective on or about July 1, 1990, the Employer will establish an Employer financed, Employee Assistance Program.

ARTICLE XIII - Travel Expense/Car Use

Section 1

Employees shall be provided a County car for all business outside of the workplace, where available.

Section 2

In the event an employee utilizes his/her own car for approved business, the Employer will reimburse the employee at the rate of twenty cents (\$.20) per mile.

ARTICLE XIV - Leaves of Absence

Leaves of absence shall not be unreasonably denied.

ARTICLE XV - Jury Duty

Employees serving on a jury shall endure no loss of pay for time served.

ARTICLE XVI - Health and Safety

Every effort shall be made to provide employees with a safe and healthful place to work.

ARTICLE XVII - Non-discrimination

The Employer will not discriminate against any probation officer covered by this Agreement because of the employee's race, creed, color, sex, age, religion, marital status, political affiliation or non-affiliation, union affiliation or non-affiliation or national origin.

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 Assignment Judge representing the Superior Court and management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in

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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 work 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 action of a disciplinary nature 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 with prior notice when possible.

Section 2

The Assignment Judge and management's use and enjoyment of their powers, rights, authority, duties and responsibilities, the adoption of its 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.

ARTICLE XIX - Union Rights

Section 1

The Union shall furnish to the Vicinage Chief Probation Officer the names of three (3) probation officers and three (3) alternates who are to be Union stewards/alternates for the purpose of handling grievances.

Section 2

Time off with pay shall be provided for official representatives of the Union to attend Communications Workers of America's national and state meetings, provided such time off is not in excess of seven (7) days in the aggregate in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Request for such leave shall be made to the Vicinage Chief Probation Officer or duly designated subordinate at least forty-eight (48) hours in advance.

ARTICLE XX - Dues Check Off

The Employer agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made one (1) time per month by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the applicable statutes as presently existing or as may be amended.

The Employer will also submit, along with the above dues remittance, the following information:

1. Local number
2. Social Security number
3. Amount of union dues deducted from each employee

Quarterly, the Employer will provide the Union with the following:

1. Listing of all employees, along with their title and base salary.

ARTICLE XXI - New Employees

The Employer shall notify the Union of any new employee hired and shall give the Union fifteen (15) minutes orientation time with the new employee on his/her first day of employment.

ARTICLE XXII - Grievance Procedure

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. The supervisor shall make an effort to resolve the problem within a reasonable period of time; within five (5) 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 or union representative, and submitted to the Vicinage Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and, if he deems it necessary, schedule

a meeting with the grievant and/or the union within five (5) working days. The Vicinage Chief Probation Officer shall render a decision within five (5) working days after receipt of the grievance or meeting. The grievance may be handled by a designated assistant or it may proceed to the next step. The time limits 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/she 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 Merit Review Board agrees to hear the case.
- (b) He/She may appeal to the Judge and request a hearing. 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.

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

ARTICLE XXIII - 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 Officers. All documents contained in such files shall be sequentially numbered and, upon examination of said documents, each documents shall be initialed by the employee concerned. The signature affixed by the employee to any document in such file shall not indicate in any way 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 XXIV - 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 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 - 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(s) so severed.

ARTICLE XXVII - Maintenance of Benefits

Nothing contained herein shall be interpreted so as to eliminate, reduce or otherwise detract from any employee benefit or term or conditions of employment existing prior to the effective date of this Agreement.

ARTICLE XXVIII - 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 XXIX - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1990, and shall remain in full force and effect until December 31, 1991.

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, 1991.

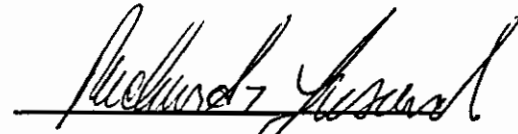
In witness of this Agreement, the parties to it have affixed their signatures this _____ day of _____, 1990.


FOR THE JUDGE



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

FOR THE ASSOCIATION





APPENDIX A

Probation Officers' July 1, 1990 - Salary Schedule

<u>Step</u>	<u>Salary</u>
1	\$22,000
2	22,750
3	23,500
4	24,250
5	25,000
6	25,750
7	26,500
8	27,250
9	28,000
10	28,750
11	29,500
12	30,250
13	31,000
14	31,750
15	32,500
16	33,250
17	34,000

<u>Base Salary June 30, 1990</u>	<u>Step</u>	<u>Base Salary July 1, 1990</u>
\$20,500 (less than 1 full year on payroll)	1	\$22,000
20,500 (one full year on payroll by June 30, 1990)	2	22,750
20,688	2	22,750
21,191	3	23,500
21,424	3	23,500
22,459	4	24,250
23,771	6	25,750
26,215	10	28,750
26,651	10	28,750
26,747	10	28,750
27,873	12	30,250
29,645	15	32,500
31,563	17	34,000

APPENDIX B

Senior Probation Officers' July 1, 1990 - Salary Schedule

<u>Step</u>	<u>Salary</u>
1	\$26,250
2	27,250
3	28,250
4	29,250
5	30,250
6	31,250
7	32,250
8	33,250
9	34,250
10	35,250
11	36,250
12	37,250
13	38,250
14	39,250
15	40,250
16	41,250
17	42,250

Base Salary
June 30, 1990

Step

Base Salary
July 1, 1990

\$25,606	2	\$27,250
27,009	3	28,250
28,690	5	30,250
32,431	9	34,250
33,943	11	36,250
34,556	12	37,250
36,745	15	40,250
37,590	16	41,250
38,599	17	42,250

APPENDIC C

Probation Officers' Salary Schedule - January 1, 1991

<u>Step</u>	<u>Salary</u>
1	\$23,100
2	23,888
3	24,675
4	25,463
5	26,250
6	27,038
7	27,825
8	28,613
9	29,400
10	30,188
11	30,975
12	31,763
13	32,550
14	33,338
15	34,125
16	34,913
17	35,700

Senior Probation Officers' Salary Schedule - January 1, 1991

<u>Step</u>	<u>Salary</u>
1	\$27,563
2	28,613
3	29,663
4	30,713
5	31,763
6	32,813
7	33,863
8	34,913
9	35,963
10	37,013
11	38,063
12	39,113
13	40,163
14	41,213
15	42,263
16	43,313
17	44,363