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1991-92 MORRIS COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1991-92 Morris County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement made and entered into this _____ day of _____, 1992 by and between the Assignment Judge of the Superior Court of Morris County, New Jersey (hereinafter referred to as the "Judge" and/or the "Judiciary") and the Probation Association of New Jersey, and its affiliated Morris County Local (hereinafter referred to as "PANJ" and/or the "Union") on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Judge and PANJ, who are subject to this agreement in order that more efficient and progressive public service may be rendered.

ARTICLE II - Recognition

The Judge hereby recognizes PANJ as the sole and exclusive negotiating representative for the purposes of establishing salaries, wages, and other conditions of employment, including the processing of grievances, concerning the terms and conditions of employment for all full-time permanent and provisional probation officers and senior probation officers employed by the Morris County Assignment Judge within Morris County, but excluding Principal Probation Officers I and II and all other supervisors and other employees.

ARTICLE III - Salaries**Section 1**

Effective January 1, 1991, and retroactive to that date, minimum salaries for probation officers and senior probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Probation Officer	\$22,100
Senior Probation Officer	26,800

Section 2

Effective January 1, 1991, and retroactive to that date each probation officer and senior probation officer on the payroll as of December 31, 1990 shall be paid in accordance with Appendix A attached hereto. Probation officers hired after December 31, 1990 shall be paid in accordance with the "1991 hires" rate for January 1, 1991, retroactive to date of employment.

Section 3

Effective July 1, 1991, and retroactive to that date, minimum salaries for probation officers and senior probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Probation Officer	\$22,500
Senior Probation Officer	27,200

Section 4

Effective July 1, 1991, and retroactive to that date, each probation officer and senior probation officer on the payroll as of June 30, 1991 shall be paid in accordance with Appendix A attached hereto. Probation officers hired after June 30, 1991 shall be paid in accordance with the "1991 hires" rate for July 1, 1991, retroactive to date of employment.

Section 5

Effective May 2, 1992, minimum salaries for probation officers and senior probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Probation Officer	\$23,500
Senior Probation Officer	28,700

Section 6

Effective May 2, 1992, each probation officer and senior probation officer on the payroll as of April 30, 1992 shall be paid in accordance with Appendix B attached hereto.

ARTICLE IV - Automobile Allowance

Section 1

As authorized by N.J.S.A. 2A:168-8 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 \$.20 per mile. 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 of this purpose shall be furnished by the Chief Probation Officer.

Section 2

If, during the terms of this Agreement, the County negotiates an increase, not in arbitration, in the automobile mileage reimbursement benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation offices.

Section 3

If, during the term of this Agreement, the costs of operating an automobile, i.e., gasoline and insurance costs, increase by five percent (5%) or more, the parties agree to reopen negotiations on the mileage reimbursement rate.

ARTICLE V - Meal Allowance

Section 1

Effective January 1, 1991, and retroactive to that date, probation officers who are required to remain on duty through the supper hours of 6:00 p.m. shall be entitled to receive a meal allowance of \$8.00 in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 2

Effective January 1, 1991, and retroactive to that date, probation officers who are on an official Probation Department assignment that requires their presence outside of Morris County during lunch will receive a lunch reimbursement of up to \$7.00 after submission of a voucher pursuant to N.J.S.A. 2A:168-8 and in accordance with the current practice.

Section 3

Effective January 1, 1992, and retroactive to that date, probation officers who are required to remain on duty through the supper hours of 6:00 p.m. shall be entitled to receive a meal allowance of \$9.00 in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 4

Effective January 1, 1992, and retroactive to that date, probation officers who are on an official Probation Department assignment that requires their presence outside of Morris Vicinage (Morris or Sussex County) during lunch will receive a lunch reimbursement of up to \$8.00 after submission of a voucher pursuant to N.J.S.A. 2A:168-8 and in accordance with the current practice.

ARTICLE VI - Cash Educational Award

Section 1

Effective January 1, 1991, and retroactive to that date, any probation officer who has 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 in Guidance or Counseling appropriate to the probation practice or a field of study related to probation as determined by the Judge shall be entitled to a cash educational award of \$850.

Section 2

Any probation officer who has or who shall hereafter obtain a Law Degree from an accredited law school shall be entitled to receive the annual cash educational award only when functioning in the capacity of coordinator or assistant coordinator of the pretrial intervention program during the full calendar year of which the award is to be granted.

Section 3

Effective January 1, 1991, and retroactive to that date, any probation officer who has or shall hereafter obtain a Doctorate Degree pursuant to the regulations in Section 1 shall be entitled to a cash educational award of \$850.

Section 4

No officer shall be entitled to more than a single annual educational award.

Section 5

Any probation or senior probation officer who have, or who shall hereafter been certified by the New Jersey Department of Personnel varying in title "Probation Officer Bilingual (Spanish/English) and who is utilizing the bilingual skills to meet the needs of the Morris County Probation Department as determined by management shall be entitled to an annual award of two hundred fifty dollars (\$250) effective January 1, 1991, and retroactive to that date.

Section 6

Probation officers and senior probation officers who have, or who shall hereafter obtain a certified Alcohol Counsellor, Certified Alcoholism and Drug Counselor or Certified Drug Counselor, shall be entitled, upon submission to and verification of the certification by the Assignment Judge or his designee to an annual award of two hundred fifty dollars (\$250) effective January 1, 1991, and retroactive to that date.

Section 7

The cash educational award shall be paid in a lump sum during the first two weeks in December to each probation officer who has possessed an approved degree for the full calendar year. The award shall be prorated for any officer who has not possessed an approved degree for a full year payable at the rate of 1/12 for each month employed while possessing the degree by the end of that month.

Section 8

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

ARTICLE VII - Promotional Increase

Any Probation Officer receiving a promotion to Senior Probation Officer shall be entitled to a salary increase equal to five percent (5%) of the officer's base salary at the time of promotion.

ARTICLE VIII - Longevity

Only probation officers employed prior to February ____, 1992 shall be paid, in addition to his/her base pay, a longevity increment based upon years of service with the County of Morris in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
From 3rd Anniversary to 8th Anniversary	1
From 8th Anniversary to 12th Anniversary	3
From 12th Anniversary to 16th Anniversary	5
After 16th Anniversary	7

If, during the term of this Agreement, the County negotiates an increase, not in arbitration, in the longevity benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

The provisions of this Article shall apply only to officers employed prior to February ____, 1992.

ARTICLE IX - On Call Pay

Effective January 1, 1991, and retroactive to that date, each probation officer required to be on call for twenty-four (24) hours per day for a week shall receive an additional two hundred dollars (\$200) compensation for that week added to the officer's pay, and shall not become a part of the officer's base salary.

ARTICLE X - Vacations

Section 1

If the nature of the work makes it necessary to limit the number of officers on vacation at the same time, the officer with the greater seniority in job classification shall be given his/her choice of vacation period in the event of any conflict between officers over the choice of vacations.

Section 2

If a holiday occurs during the calendar week in which a vacation is taken by an officer, the officer's vacation period may be extended one (1) additional

day or such day may be taken at another date if approved by the Chief Probation Officer.

Section 3

Upon termination of employment, an officer will be credited with annual vacation for only those months of the calendar year worked on the prorated basis. An officer who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of annual vacation taken in excess of the number of which he/she was entitled. Any probation officer who has accumulated unused vacation days from the year previous to his/her termination will be paid in full for those days.

Section 4

Probation officers shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary (6 full years)	12 days
From 6th anniversary to 12th anniversary (12 full years)	15 days
From 12th anniversary to 18th anniversary (18 full years)	18 days
From 18th anniversary to 24th anniversary (24 full years)	21 days
After 24th anniversary	25 days

If, during the term of this Agreement, the County negotiates an increase, not in arbitration, in the vacation benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Section 5

The vacation period for probation officers shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken, subject to the needs of the department, during the current vacation period.

Section 6

In any calendar year, the annual vacation leave or any part thereof which is not taken or granted due to the pressure of work shall be accumulated to the credit of the individual officer and may be taken during the next calendar year only. Annual vacation may be granted in accordance with the schedule above, at the convenience of the department.

Section 7

Annual vacation shall be granted only with prior approval of the Chief Probation Officer, who may require six (6) weeks prior notice of all vacation, and is authorized to plan vacations so as not to interfere with responsibility

of orderly work. Selection of vacation periods shall be made according to seniority in position titles.

Section 8

An officer, who during the calendar year returns from a continuous period of absence of more than six (6) months due to disability, leave of absence, etc., shall not be eligible for a vacation in that year until the officer has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months.

Section 9

An officer, who has been required to defer earned vacation for six (6) months or more because of disability and leave of absence, may take such earned vacation in the calendar year following the calendar year in which he/she returned from such authorized absence.

ARTICLE XI - 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 the holiday when approved by the Judiciary.

ARTICLE XIII - Paid Leaves

Section 1 - Bereavement Leave

a. In the event of death in the immediate family of an officer, up to three (3) days leave of absence with pay may be granted to attend funeral services.

b. Immediate family means father, mother, spouse, child, grandchild, foster child, sister, brother, mother-in-law, father-in-law, grandmother, or grandfather of the officer. It shall also include relatives of the officer residing in the officer's household.

c. In any case of death in the immediate family which occurs during the officer's vacation period, upon application for such leave of an officer, the officer shall have the option of extending his/her vacation period as additional time or take the time for use at some future date, provided appropriate proof, acceptable to the Chief Probation Officer, is submitted if requested.

Section 2 - Personal Leave

During the term of this Agreement, each officer shall be entitled to an allowance of three (3) personal days leave upon the request to, and with the approval of, the Chief Probation Officer.

Section 3.

Probation officers shall be granted a leave of absence with pay any time they are required to report for jury duty.

Section 4

If, during the term of this Agreement, the county negotiates an increase, not in arbitration, in the paid leave benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

ARTICLE XIII - Sick Leave

Section 1

Pursuant to N.J.A.C. 4A:6-1.2, sick leave may be utilized by probation officers when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the officer upon the member of the immediate family who is seriously ill.

Section 2

Immediate family means father, mother, spouse, child, foster child, sister or brother of the officer. It shall also include relatives of the officer residing in the officer's household.

Section 3

Each officer shall be entitled to sick leave credits at the rate of one (1) day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the officer has used more sick leave than appropriate on a pro rate basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which he/she was entitled.

Section 4

Each officer will be credited with fifteen (15) days sick leave annually for each succeeding calendar year of full-time employment which is accumulative. Sick leave cannot be used as terminal leave; there shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Judge, except as provided for elsewhere in this Article.

Section 5

If, during the term of this Agreement, the County negotiates an increase, not in arbitration, in the sick leave benefits for any organized group of county employees, the benefits shall be simultaneously applied to probation officers.

Section 6

Sick leave benefits shall be available to both provisional and permanent officers.

Section 7

a. **Illness:** Each officer is required to notify the Chief Probation by 9:30 a.m. on each day of the absence, and shift personnel are required to so notify the Chief Probation Officer two (2) hours before starting time. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an officer is hospitalized or seriously disabled, in which case it shall be sufficient that the officer or member of the officer's family notify the Chief Probation Officer, giving reason for absence and information as to the degree of illness or disability.

b. A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the officer's attendance upon a member of the officer's immediate family. Where a officer is absent from duty due to illness less than five (5) days at one time, the Judge may, in his/her discretion, not require production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the officer may be required to submit a physician's certificate to the Chief Probation Officer to justify payment of sick leave.

Section 8 - Accumulation

a. An accumulation of ten (10) sick days within a calendar year, the days having been taken at various times, except as noted above, may be approved without a physician's certificate if the time is to be approved with pay.

b. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 9 - Retirement Sick Leave Conversion

Any officer who retires after the effective date of this Agreement will be reimbursed for accumulated sick time in accordance with the County reimbursement program and rate.

ARTICLE XIV - Pregnancy/Disability LeaveSection 1

Pregnancy/Disability leave of absence (without pay) will be granted to full-time female employees having permanent status and will not be treated differently from any other employee's request for sick leave without pay.

The leave will be taken at a time determined by the employee in connection with a confirmed written verification from her physician. The Judge reserves the right to request medical confirmation by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The County will pay for any examination by a doctor other than the employee's personal physician.

In the event of a disagreement between the examining physicians, the Judge reserves the right to decide which report to accept.

Section 2 - Return to Work

Return to work at the same or a comparable position will be approved only after certification by the employee's physician and, if required, by the County doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave and, unless an extension of time has been requested and approved prior to the expiration of the six (6) months. Continued absence will be cause for termination of employment.

Section 3 - 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.

Section 4 - Use of Accumulated Sick Leave and Vacation Leave

The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

ARTICLE XV - Leaves of Absence Without Pay

Section 1 - Union Business

Officers elected to any Union office which takes them from their employment with the Judge may, with the written request of the Union, be granted an unpaid leave of absence, with the approval of the Judge. The unpaid leave of absence shall not exceed six (6) months, but it may be renewed or extended for only one (1) additional six (6) month period upon the written request of the Union and with the approval of the Judge. Any further leave must be approved by Civil Service, as well as by the Judge.

Section 2 - Education

a. After completing one (1) year of service in permanent status, any officer upon request may be granted an unpaid leave of absence for educational purposes if the courses to be taken are relevant to the work of the Probation Department, in the opinion of the Judge, and if the Chief Probation Officer and the Judge approve such absence. The period of the unpaid leave of absence shall not exceed six (6) months, and a renewal of one (1) additional six (6) month period may be requested.

b. A total of one (1) year unpaid leave of absence for educational purposes shall not be provided more than once every five (5) years.

c. Officers may be granted unpaid leaves of absence for educational purposes not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability as approved by the Chief Probation Officer and the Judge.

Approval for a, b and c above shall not be unreasonably denied.

ARTICLE XVI - Seniority

Section 1 - Definition

Seniority means an employee's length of permanent, continuous service in the Probation Department since his or her last date of hire from a valid Civil Service list.

Section 2 - Probationary Period

a. All new officers hired shall be considered as probationary officers for the first ninety (90) days of their employment. When an officer completes his/her probationary period, he/she shall be entered on the seniority list retroactive to his/her date of hire. There shall be no seniority among probationary officers.

b. The Union shall represent all probationary officers for the purpose of collective negotiations in respect to wages, salaries and other conditions as set forth under Article II of this Agreement.

Section 3 - Seniority Lists

Every six (6) months, the Chief Probation Officer shall post on all bulletin boards a seniority list showing the continuous service of each officer. A copy of the seniority list shall be furnished to the local Union when it is posted. The seniority list will show the names, job titles and date of hire of all officers in the unit entitled to seniority.

ARTICLE XVII - Health and Welfare Benefits

Section 1

Probation officers, and their eligible dependents, will be provided with the Blue Cross/Blue Shield Wraparound Major Medical Plan. The \$2.00 co-pay Prescription Drug Plan currently available to eligible employees will remain in effect during the term of this Agreement.

The Blue Cross/Blue Shield Plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

As an alternative to the Employer's Health Benefits Plan above, the employee may elect the COMED-HMO option.

If during the period of this Agreement, the County agrees with any negotiation unit, not in arbitration, to a substantially different health benefits plan, the Assignment Judge agrees to reopen negotiations on this issue.

Section 2

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase above \$118 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Board. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 3

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement without substantive modification or alteration with the exception that the maximum weekly disability benefit for eligible employees shall be increased to \$213.00 per week and the employees annual contribution shall be increased to \$56.50 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

Section 4

It is understood and agreed that the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of the benefits shall remain the same.

ARTICLE XVIII - Maintaining Work Quality

The Union and the Judge recognize that a high quality of work is essential to assure that the Probation Department adequately serves its clients and the public. Accordingly, both parties agree that they will continue their best efforts to handle and distribute cases to the best advantage of the department and its clients.

ARTICLE XIX - Notification of Promotional Opportunities

Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification within the negotiating unit, the Chief Probation Officer shall post a notice giving the name and nature of the opening, as soon as possible after the Chief Probation Officer himself becomes aware of it.

Any officer who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to his/her immediate supervisor. The Chief Probation Officer will give consideration to all such statements of interest.

If more than one qualified employee bids for a promotional opportunity, the most senior shall be given appropriate consideration and, if rejected, be given a verbal explanation.

ARTICLE XX - Transfers

Section 1

Transfers or relocations may be made by the Chief Probation Officer as needed for the proper operation of the Department.

Section 2

Whenever an opportunity for transfer occurs for an opening in other than a temporary situation, the Chief Probation Officer shall post a notice giving the name and nature of the opening as soon as possible after the Chief Probation Officer himself becomes aware of it.

Section 3

An officer desiring to transfer to another job in the Probation Department may submit to his/her immediate supervisor a statement of such desire. The statement shall be in writing and shall specify the reason for requesting the transfer. Officers requesting transfers may be transferred at the discretion of the Chief Probation Officer to equal or lower paying job classification in which a vacancy exists whether the transfer is requested because of elimination of the employee's present job or for other reasons.

Section 4

If two or more requests are received from equally qualified officers for transfer to the same vacancy, that of the most senior employee will be considered and, if rejected, be given a verbal explanation.

Section 5

The Chief Probation Officer may at his/her discretion allow voluntary exchanges of positions between officers within the same job classification. If such exchanges are refused, a verbal explanation will be given.

ARTICLE XXI - Changes in Operations and Facilities

It is understood and agreed that the Chief Probation Officer will notify the Union as soon as possible, in writing, of any decision involving a change in its facilities or operations, a consolidation, or a partial or total physical relocation or removal of any facilities or operations. In the event such changes result in the displacement of any officer, the Judge will make reasonable efforts to relocate him or her within the Probation Department.

ARTICLE XXII - Announcement of New Rules

Affected officers shall be notified at least five (5) calendar days in advance of any substantial change in a work rule. Changes will be discussed with those officers and with the Union President upon his request. This section shall not apply to any rules, directives, orders or policies of the Administrative Office of the Courts, the Assignment Judge or the Supreme Court which require implementation in less than five (5) calendar days.

ARTICLE XXIII - Layoff and Recall

Section 1

Layoffs and recalls shall take place in conformance with N.J.A.C. 4A:8-1 et seq.

Section 2

a. Should the Probation Department find it necessary to lay off officers for economic reasons or for any reasons other than those involved in discharge for cause, the Chief Probation Officer will inform the Union of this decision at least 45 calendar days in advance of the date on which such action is to be taken. The Chief Probation Officer will meet with the Union to discuss the layoff on this date at a subsequent date convenient to both parties, and will at the same time forward to the Union President a list of officers to be laid off.

b. Each officer to be laid off will receive at the same time an individual notice of the decision. Any provisional officer laid off will receive at least fourteen (14) calendar days notice.

c. In accordance with Civil Service Regulations, temporary and provisional officers shall be laid off first. Should it be necessary to further reduce the work force, then permanent officers shall be laid off in accordance with Civil Service Rules.

d. Any officer laid off for reasons specified in this section shall be permitted to exercise any seniority rights to bump or replace an officer with less seniority in an equal or lower job classification.

Section 3 - Recall

When the work force of probation officers increases after a layoff, officers will be recalled according to Civil Service Rules.

ARTICLE XXIV - Discipline and Discharge

Disciplinary action shall only be taken against officers for just cause and in accordance with N.J.A.C. 4A:2-1 et seq.

ARTICLE XXV - Pledge Against Discrimination

Section 1

The provisions of this Agreement shall be applied to all officers in the negotiations unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, union membership or union activity.

Section 2

All reference to officers in this Agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE XXVI - Union Business

Section 1

PANJ shall furnish to the Judge or his representative, the names of Morris County probation officers who are to be designated as PANJ representatives from the Morris County Local for the purpose of handling grievances. PANJ shall notify the Judge or his representatives of any changes in the designated representatives. Only one (1) such representatives from the Morris County Local shall act to represent PANJ in each case. The presence of a non-Morris County representative, including an attorney, shall not prevent one (1) of the said PANJ representative from being present for the presentation of each grievance.

Section 2

Time off with pay shall be provided for official representatives of PANJ from this negotiations unit to process grievances. Time off with pay shall be provided for three (3) official representatives of PANJ to attend PANJ's conferences, provided such leave does not interfere with the officer's official duties and functions. There shall be a maximum of five (5) days leave per officer per year for these purposes. Such leave shall be regulated by the Trial Court Administrator, or a duly designated representative. Reasonable notice shall be provided to the Trial Court Administrator prior to the leave, which notice shall not be less than three (3) working days for grievance processing and ten (10) working days for conferences. Any leave not utilized in each contract year shall not be carried over. This provision does not include time off for training conferences approved by the Trial Court Administrator of his designee.

ARTICLE XXVII - Union Rights**Section 1 - No Interference**

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, or for any other cause provided the actions of the officer are under the Court Rules established by the New Jersey State Supreme Court.

Section 2 - Personnel Files

All officers have access to their own personnel files during reasonable working hours and upon written notification to the Chief Probation Officer and under conditions established by the Chief Probation Officer and approved by the Judge, which may include such controls as sign-in and sign-out cards, etc.

A copy of each subsequent document related to work performance placed in the personnel file shall be given to the employee.

The employee shall have the right to respond in writing to any document of an evaluatory nature in the file. Such response shall become part of the personnel file.

Section 3 - Printing of Agreement

The employer will reproduce this Agreement in sufficient quantities so that the Union Steward, President, Secretary and Treasurer may receive two (2) copies each.

Section 4 - Notification of New Employees

The Chief Probation Officer will submit to the Union President a list of new officers hired, their job classification, home address, and whether their employment is permanent or provisional every three (3) months.

Section 5 - Access to Premises

The Judge agrees to permit not more than two (2) PANJ representatives to enter the premises of the Probation Department, and only with prior permission of the Chief Probation Officer, for individual discussion of working conditions with officers, provided such representatives do not interfere with the performance of duties assigned to the officers. Permission will not be unreasonably denied.

Section 6 - Union Meetings

The Chief Probation Officer will grant permission for the Union to use the Probation Department premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the officers.

Section 7 - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Union notices and information.

Section 8 - Membership Packets

The Union may supply membership packets which contain information for distribution to new officers, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually

agreed to by the Judge and the Union. The Union agrees to distribute such membership packets to new officers during the initial phase of employment.

Section 9 - Union Activities on Court's Time and Premises

The Judge agrees that during working hours, subject to the approval of the Chief Probation Officer, on the Probation Department premises and without loss of pay, appropriate officer representatives who are employees of the Judge shall be allowed to:

- post Union notices
- transmit communications authorized by the local Union or its officers to the Judge or his representative
- solicit Union membership during other employee's non-working time
- consult with the Chief Probation Officer, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Permission will not be unreasonably denied.

Section 10 - Agreement Negotiations

The Judge will give time off with no loss of pay for not more than five (5) members of the Local Union Agreement Negotiating Team to participate in negotiations if such meetings are held during their regular working hours.

ARTICLE XXVIII - Dues Deductions

Section 1 - Deductions

Upon request, the Judge agrees to have deducted from the salaries of those officers who authorized that membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the Statutes of New Jersey. Deductions shall be made in compliance with law each pay period and monies collected together with the records of any corrections shall be transmitted to the treasurer of PANJ (currently Stephanie Hennessey, 18 Longwood Drive, Trenton, New Jersey 08620) by the first of each month following collection. Members shall be permitted to withdraw from the Union only on July 1 of each year.

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the officers shall furnish to the Judge written notice prior to the effective date of such change and shall furnish to the Judge new authorizations from the officers showing the authorized deduction for each officer.

Section 3

The Union will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Chief Probation Officer.

Section 4

The Union shall indemnify, defend and save the Judges and the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

Section 5

The above payroll deductions shall be the only deductions made by the Judge for the benefit of any labor organization representing or purporting to represent the recognized negotiations unit.

ARTICLE XXIX - Management Rights

Section 1

In order to effectively administer the affairs of the Probation Department and to properly serve the public, management hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon an vested in it by law prior to the signing of this Agreement. Except as expressly modified by this Agreement, management's prerogatives include the following rights:

- 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 and assign officers.
- d. To demote, suspend discharge or otherwise take disciplinary action against "provisional or temporary" officers with cause and in accordance with law.
- e. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" officers.
- f. To promulgate rules and regulations from time to time, which may effect 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 regulations covering local working conditions will be instituted, insofar as possible, following the presentation of a Letter of Intent from the Chief Probation Officer to one of the Union Stewards or Union Officers.
- g. None of the above shall be exercised in an arbitrary or capricious manner.

Section 2

The Court's use and enjoyment of its 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 the Agreement conforms to Directives of the Chief Justice, the Administrative Director of the Courts, the Assignment Judge, the Court Rules and laws of New Jersey and of the United States.

Section 3

Nothing contained in this Agreement shall operate to deny or restrict the Courts in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE XXX - Grievance Procedure

Section 1 - Definition

A grievance is any alleged violation of this Agreement or any dispute with regard to its meaning or application. Items not covered in this Agreement may not be the subject of a grievance at any step in the procedure outlined herein. The term "grievance" and the grievance procedure set forth herein shall not apply:

- a. to matters involving the sole and exclusive discretion of the Courts or the County;
- b. to matters where the Courts or the County are without authority to act.

Section 2 - Purpose

The purpose of the grievance procedure is to secure equitable solutions to the problems affecting officers arising under this Agreement.

The parties to this Agreement agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his/her immediate supervisor. In any such discussion, an officer may, if he or she wishes, be represented by a Union Steward or the Local President. Only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and be submitted as a grievance.

Section 3 - Procedure

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, e.g., the Principal Probation Officer II or Team Leader, 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 submitted to the Vicinage Chief Probation Officer or Division Manager, 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 Chief Probation Officer or Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The officer may have a meeting with the Vicinage Chief Probation Officer or Division Manager, or if an assistant is designated with such assistant, at this step of the grievance. 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 Vicinage Chief Probation Officer or Division Manager, he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures," if the Board is willing to hear the grievance and make recommendations. It is understood that the use of this service is without cost to the employer. With the agreement of both parties, this step may be bypassed and the grievance be submitted directly to Step 4.

Step 4 - If either party is not satisfied with the recommendation of the Board of Mediation, he/she may choose to utilize one of the following two options:

- a. The officer may appeal to the Civil Service Commission pursuant to any rights the person may have under Civil Service rules and regulations.
- b. He/She may appeal to the Assignment Judge in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness.

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 4(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by a bona fide member of the Union designated to represent him/her pursuant to this Agreement. It is agreed that in case of a grievance against the Vicinage Chief Probation Officer or Division Manager, it shall be processed through the procedure herein outlined beginning at Step 2.

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.

Section 4 - Matters Relevant to the Grievance Procedure

a. Nothing herein shall prevent an employee from processing his/her own grievance. The Union Local will be notified of the employee's grievance meeting; and any changes or modifications in terms and conditions of employment falling within the scope of this Agreement and which are not controlled by Court Rule(s) and/or statutes will be made only through negotiations with the Union Local; and the results of the grievance settlement will be given to the Union Local.

b. Not more than a total of two (2) Union Executive Board Members and/or Stewards may investigate and process grievances during working hours without loss of pay, subject to Vicinage Chief Probation Officer or Division Manager approval, and their investigation and processing shall not interfere with normal departmental operations.

c. If, in the judgment of the Union Executive Board and Stewards, a grievance affects a group of officers, the Executive Board and Stewards may process and institute such a grievance through all steps of this grievance procedure beginning with Step 2 provided that the aggrieved individual officer properly submits a grievance.

ARTICLE XXXI - Direct Access to the Chief Probation Officer

The Executive Board of the Union and the Stewards shall, when situations warrant, be free to bring to the immediate attention of the Chief Probation

Officer any situation which may be a threat to the proper operating conditions of the department.

ARTICLE XXXII - Meetings

Special conferences, apart from the Grievance Procedure for matters considered important by either the Union or the Judge, may be arranged by mutual agreement between the Local President and the Chief Probation Officer. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent.

ARTICLE XXXIII - Conclusiveness of Agreement

This Agreement constitutes the final understanding and resolution by the parties on all negotiable issues which were or could have been the subject matter of negotiations between the parties.

ARTICLE XXXIV - Savings Clause

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXV - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees covered 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 XXXVI - 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 Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXXVII - Duration

This Agreement shall be in full force and effect as of the first day of January 1, 1991 and shall remain in full force and effect through December 31, 1992. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1992, give written notice of its intentions to the other party. In the event no such notice and proposal are received by August 31, 1992,

this Agreement shall continue in effect from year to year after December 31, 1992, subject to modification or termination by either party upon written notice given prior to August 31 of any succeeding year.

In witness thereof, the parties hereto have hereunto set their signatures this 24th day of February, 1992.

FOR THE JUDGE

Reginald Stanton
Reginald Stanton, A.J.S.C.

FOR THE UNION

Susan Amaluz-Crozz

Anne Dutton

Joseph R. Best

David Stant

Craig R. Leibel

ATTACHMENT A

<u>1990</u> <u>Salaries</u>	<u>1/1/91</u> <u>Salaries</u>	<u>7/1/91</u> <u>Salaries</u>
<u>Probation Officers</u>		
<u>\$20,866*</u>	<u>\$22,100</u>	<u>\$22,500</u>
20,866	22,400	22,800
21,232	22,650	
21,252	22,650	
21,447		
21,617		
21,638		
21,800		
21,836		
22,233		
22,236		
22,641		
23,268		
23,302		
24,800		
25,301		
29,722		
42,823**		

C.17. + \$400.

<u>Senior Probation Of</u>		
<u>\$24,866</u>		<u>\$27,200.</u>
24,876	26,800	27,200
24,878	26,800	27,200
26,004	27,800	28,200
26,485	28,300	28,700
27,506	29,300	29,700
30,200	32,300	32,700
31,739	33,800	34,200
32,436	34,400	34,800
33,489	35,700	36,100
33,490	35,700	36,100
33,512	35,700	36,100
34,757	37,100	37,500
37,008	39,400	39,800
39,841	42,300	42,700
40,746	43,300	43,700
40,993	43,550	43,950
41,516	44,050	44,450

* 1991 Hires

** One time adjustment-not probation officer maximum

Listing of current officers' salaries. This does not constitute a salary or step system or movement on a salary guide.

ATTACHMENT B

<u>1991</u> <u>Salaries</u>		<u>5/2/92</u> <u>Salaries</u>
<u>Probation Officer Officers</u>		
\$22,250	Minimum	\$23,500
22,500		24,000
22,800		24,500
23,050		24,550
23,250		24,750
23,400		24,900
23,450		24,950
23,550		25,050
23,600		25,100
24,000		25,500
24,500		26,000
25,250		26,750
26,750		28,250
27,250		28,750
31,950		33,450
45,400*		46,900
<u>Senior Probation Officers</u>		
\$27,200		\$28,700
28,200		29,700
28,700		30,200
29,700		31,200
32,700		34,200
34,200		35,700
34,800		36,300
36,100		37,600
37,500		39,000
39,800		41,300
42,700		44,200
43,700		45,200
43,950		45,450
44,450		45,950

*One time adjustment-not probation officer maximum

Listing of current officers' salaries. This does not constitute a salary or step system or movement on a salary guide.