

Contract no. 586

1991-92
SUSSEX COUNTY
PROBATION OFFICERS'
COLLECTIVE AGREEMENT

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Table of Contents

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<u>Number</u>	<u>Article</u>	<u>Page</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1
IV	Longevity	2
V	Promotions	2
VI	Meal Allowance	3
VII	Automobiles	3
VIII	On-Call Pay	3
IX	Tuition Reimbursement	3
X	Holidays	4
XI	Vacation and Other Leave Credits	5
XII	Health and Welfare Benefits	7
XIII	Grievance Procedure	8
XIV	Federal and State Laws - Severability	9
XV	Conclusiveness of Agreement	9
XVI	Civil Service Policy	9
XVII	Union Rights	10
XVIII	Duration of Agreement	13
	Signatures	14

ARTICLE I - Agreement

This Agreement entered into this 13th day of November, 1991 by and between the Assignment Judge of the Superior Court for Sussex County, New Jersey (hereinafter referred to as the "Judge") and the Probation Association of New Jersey, and its affiliated Sussex County Local (hereinafter referred to as "PANJ and/or the "Union").

ARTICLE II - Recognition

The Judge hereby recognizes PANJ as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of Sussex County (hereinafter referred to collectively as "probation officers") for the purposes of negotiating salaries, and other terms and conditions of employment, and the processing of grievances.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et. al., statutes, court rules and case law provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services.

ARTICLE III - SalariesSection 1 - January 1991 Salary Ranges

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,000	\$30,044
Senior Probation Officer	23,843	31,360

Section 2 - January 1991 Salary Increase

Effective January 1, 1991, and retroactive to that date, each probation officer who was employed in the department prior to December 31, 1990, shall have his/her base salary increased in accordance with Appendix A attached hereto.

Section 3 - July 1991 Salary Ranges

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$21,400	\$30,044
Senior Probation Officer	25,000	33,875

Section 4 - July 1991 Salary Increases

Effective July 1, 1991, and retroactive to that date, each probation officer shall have his/her base salary in existence on June 30, 1991 increased in accordance with Appendix A attached hereto.

Section 5 - January 1992 Salary Ranges

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$21,750	\$30,044
Senior Probation Officer	26,000	35,250

Section 6 - January 1992 Salary Increases

Effective January 1, 1992, all probation officers hired prior to December 31, 1991 shall have his/her base salary increased in accordance with Appendix B.

Section 7 - March 1992 Salary Ranges

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$23,000	\$30,044
Senior Probation Officer	27,000	36,660

Section 8 - March 1992 Salary Increases

Effective March 1, 1992, all probation officers hired prior to February 28, 1992 shall have his/her salary increased in accordance with Appendix B attached hereto.

ARTICLE IV - Longevity

Section 1

Probation officers shall receive the same longevity benefits as do county employees generally, provided such officers are full-time and permanent. Payment will be made in mid December on a lump sum basis. Years of completed service shall be computed on a full calendar year from January 1st to December 31st.

Section 2

Should an officer be on leave of absence during the year in December he/she will receive longevity pro rata based on the number of months he/she actually worked. Should an officer retire under pension regulations, (and only upon retirement) during the year, in December he/she will receive longevity pro rata based on the number of months he/she actually worked. Under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

ARTICLE V - Promotions

Any probation officer receiving a promotion to senior probation officer shall be entitled to a salary adjustment of five percent (5%) of the officer's base salary at the time of promotion, or the minimum salary for a senior probation officer at the time

of promotion, whichever is greater.

ARTICLE VI - Meal Allowance

Probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a meal allowance of up to \$7.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VII - Automobiles

As authorized by N.J.S.A. 2A:168-8, a probation officer, when designated by the Vicinage Assistant Chief Probation Officer to use his/her private vehicle on probation department business, shall be reimbursed at the prevailing county mileage rate, presently at \$.22 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 Vicinage Assistant Chief Probation Officer using the appropriate travel voucher form furnished to the officer for this purpose. Traffic violations (fines) are the responsibility of the individual officer.

ARTICLE VIII - On-Call Pay

Probation officers who are required to be on call for twenty-four (24) hours per day for seven (7) days a week in association with the operation of the Juvenile Intake Service shall receive additional compensation at the per diem rate of \$20.00, which compensation shall be in addition to the officer's regular pay. If, pursuant to N.J.S.A. 36:1-1, a legal holiday falls on any day when an officer has been assigned this duty, the officer's compensation shall be further increased at the above-stated per diem rate of \$20.00 for each such holiday.

ARTICLE IX - Tuition Reimbursement

Section 1

Effective January 1, 1991, and retroactive to that date, the County agrees to appropriate monies totaling \$1,500 annually (non-accumulative under State regulations) to provide tuition reimbursement as outlined below to probation officers of Sussex County who intend to take relevant courses that are determined by the Vicinage Assistant Chief Probation Officer and the Assignment Judge to be job related. The County Administrator is responsible for advising the Vicinage Assistant Chief Probation Officer of the status of monies allocated for reimbursement and the processing of vouchers for payment.

An employee must be full-time and permanent to utilize these funds. Reimbursement will be made as follows: for an "A" grade 75% of tuition; for a "B" grade, 50% of tuition; for a "C" grade 25% tuition. No tuition reimbursement will be granted for a grade below a "C". An interested employee must submit a written request for approval and authorization on Form TR-1 prior to registration for course

work. The request must be presented to the Vicinage Assistant Chief Probation Officer for preliminary approval and subsequently to the Assignment Judge for final approval. The officer will be notified of the eligibility or reason of ineligibility of his/her application. Within four (4) weeks after completion of the course work, the officer must submit to the Vicinage Assistant Chief Probation Officer the CERTIFICATION OF SUCCESSFUL COMPLETION OF COURSE WORK (Form TR-2), for processing and reimbursement. This date may be extended for extenuating circumstance by mutual agreement of the parties. However, this form must first be submitted by the officer to the accredited institution for certification as to evidence of successful completion of the work and the expenses for completing the course. When the \$1,500 appropriation is expended, there will be no further reimbursements during that fiscal year.

Any officer receiving funds under this Article shall be required to remain in the employment of the probation department or the county for one year after receipt of the last grant of funds. If the officer leaves the employment of the probation department and the county before expiration of the time period specified herein, he/she shall be required to pay back to the county the amount of funds received in that last grant.

Section 2

Effective January 1, 1992, the amount to be appropriated shall be \$1,500. All conditions specified in Section 1 above must be met in order to receive tuition reimbursement.

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 any probation officer is required to work on a legal holiday or other day off

granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE XI - Vacation and Other Leave Credits

Section 1 - Vacation

Pursuant to Court Rule 1:30-5(b), probation officers shall receive the same vacation credits as are provided generally to other employees of the county. All officers shall be granted vacation leave based upon the following date of last hire:

First year - 1 day per month to end of calendar year
1 thru 5 years - 12 days per year
6 thru 7 years - 13 days per year
8 thru 11 years - 15 days per year
12 thru 15 years - 17 days per year
16 thru 20 years - 21 days per year
21 thru 26 years - 24 days per year
27 years or more - 26 days per year

Officers on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the officer works less than twelve months in the calendar year he/she is entitled to a pro rata share of such vacation entitlement. An officer who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at time of severance deducted from his/her final pay for each day of vacation the officer has used in excess of the number of days to which he/she is entitled.

Officers shall submit requests for vacation time of five (5) consecutive workdays or more to the Vicinage Assistant Chief Probation Officer in writing no later than four (4) weeks before the requested vacation, with first and second choices. The Vicinage Assistant Chief Probation Officer shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practicable on the basis of seniority. Vacations of less than five (5) consecutive workdays should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Vicinage Assistant Chief Probation Officer should answer the request in writing no later than two (2) working days before the requested vacation leave.

The Vicinage Assistant Chief Probation Officer shall attempt to schedule work, insofar as possible, to preclude changes in the vacation schedule.

Any officer whose service with the Judiciary terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

No vacation time shall be taken for less than a half day unless it is mutually agreed by the officer and the Vicinage Assistant Chief Probation Officer.

Any vacation days not utilized by the probation officer during the calendar

year in which they are earned shall be carried forward automatically into the new year. At no time shall a probation officer be entitled to have vacation leave greater than the amount of one prior year and the amount earned during the current year.

Section 2 - Sick Leave

All officers shall be granted sick leave based upon the following from date of last hire:

1½ days per month in the first year of service
15 days per calendar year thereafter

All unused sick leave may be accumulated from year to year. Officers absent from work on sick leave shall submit themselves to a physical examination monthly by the County Physician, who shall make a report to the Vicinage Assistant Chief Probation Officer and the Assignment Judge as to said officer's ability to return to work. If the County Physician should determine that the officer can return to work but is not qualified to perform his/her regular duties, then the Vicinage Assistant Chief Probation Officer and the Assignment Judge shall determine what other type of work duties, if any, shall be assigned to such officer.

An officer, upon retiring, shall be paid for one-half of the unused sick leave he/she has accumulated up to a maximum of \$12,000. The officer shall be compensated for this accumulated time at his/her daily rate of pay at date of retirement. An officer whose employment is terminated for reasons other than retirement will not be paid for accumulated sick leave.

Section 3 - Other Leaves

a. Personal Leave - All officers shall receive three (3) days' leave per year for religious purposes, personal business, etc. Such leave is not accumulative. No personal days shall be taken for less than a half day. An officer must give the Vicinage Assistant Chief Probation Officer twenty-four (24) hours notice, when possible, before taking personal leave.

b. Bereavement Leave - All officers shall receive three (3) days' leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, and grandparents. Such leave is separate and distinct from other leave time. The officer shall be allowed three (3) days per incident.

c. Snow Days - The Board of Chosen Freeholders, in consultation with the Assignment Judge, may declare a snow day for court support departments, including probation. County rules and regulations regarding employee credit for appearance when a snow day is declared shall be honored in this department. Should an employee report for work and subsequently the Board decides to close county offices, such employee who reports to work shall be credited with the day's work. There shall be no charge against his/her benefit leave time. Should the Board close county offices before the start of a workday, all employees scheduled to work that day will be credited with a day's work. There shall be no charge against his/her benefit.

Notification of snow days will be made by radio announcements on a local radio

station at 6:00 a.m. and/or 7:00 a.m. and periodically during that day. If the Board does not declare a snow day, an employee who does not report to work will be charged with either a personal leave day or a vacation day. If the Board decides to close county offices after the start of a workday, all offices will remain open until notification from the Board.

In the event the courts are not closed on the declared snow day, the probation officers shall report for duty to service the courts. Snow days may not be taken in the form of compensatory time or accumulated. If the employee is reasonably late in reporting to work because of the weather, that employee shall be credited with a full working day.

d. Leave Without Pay - The Assignment Judge may grant a leave of absence without pay to a permanent officer for a period not to exceed six (6) months at any one time, provided all vacation time earned has been used first. Such leave may be renewed for an additional period of six (6) months only by formal action of the Assignment Judge. A leave of absence to a temporary or provisional officer may not be granted.

An officer on leave of absence shall be responsible for his/her share of pension and contributory insurance premiums. Such premiums shall be deducted from the officer's paycheck upon certification from the Division of Pensions. An officer on leave of absence shall be responsible for payment of all hospitalization coverage premiums. Failure to reimburse the County for these premiums within sixty (60) days or provide substantial reason for not reimbursing the County will result in cancellation of the officer's coverage. The officer shall not be reimbursed for Medicare B during a leave of absence. Officers on leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

e. Military Leave - Military and other leaves may be granted in accordance with N.J.A.C. 4A:6-1.11.

f. Other Type Leaves - Officers entitled to receive Worker's Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time or personal leave, but thereafter the employee shall be paid his/her Worker's Compensation Insurance payment as determined by the proper authorities. However, the time that the officer shall be paid Worker's Compensation Insurance payments shall not be charged against his/her sick leave, vacation time or personal leave, but said officer shall be paid for any holidays which may occur during the time that he/she is receiving compensation. Further, during the time that the officer is receiving Worker's Compensation Insurance, the County shall assume both the County's share and the officer's share of pension costs (but not contributory insurance) and the costs for all health benefits, excepting, however, if the officer fails to reimburse the County for contributory insurance.

ARTICLE XII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits granted to Sussex County employees generally. The benefits include a non-contributory Blue Cross, Blue Shield, Rider J and Major Medical Insurance Plan as provided through the New Jersey State Health Benefits Plan; the County Dental

Plan, and the County Prescription Plan. Officers also will be eligible for New Jersey's Temporary Disability Insurance Program, for which they will be required to contribute through regular payroll deductions as determined by applicable law.

Upon an officer's termination of employment, insurance coverage shall be discontinued the first of the month after one month has elapsed. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance. If, during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits, such as optical or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

ARTICLE XIII - Grievance 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 who shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Vicinage Chief Probation Officer or Assistant Trial Court Administrator, who shall acknowledge his receipt with three (3) working days and shall render a decision within five (5) working days thereafter. In the case of the absence of the said individuals, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision at Step 2, he/she may choose to utilize one of the following two options:

- a. The officer may appeal to the Merit System Board under the laws and rules governing the operation of that agency, provided that the Board agrees to hear the case; or
- b. He/She may appeal to the Assignment Judge who will acknowledge receipt of the grievance within ten (10) workdays and will then fix a date for rendering a final and binding decision. 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 Union 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 Steps 2 and 3 of this grievance procedure shall be held after the normal workday.

ARTICLE XIV - 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 Administration Director of the Courts) conflicts with the provisions of this Agreement, the 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 XV - Conclusiveness of Agreement

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

ARTICLE XVI - Civil Service Policy

The administrative and procedural provisions and controls of the 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 governed by this Agreement, except to the extent that this Agreement pertains to subject 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 XVII - Union Rights

Section 1 - Union Representatives

PANJ shall furnish the Judge or his representative, the names of three (3) Sussex County Probation Officers who are to be designated as PANJ representatives from the Sussex County Local for the purpose of handling grievances. At least one of these three (3) representatives shall be from each of the two locations at which unit members work. PANJ shall notify the Judge or his representative of any changes in the designated representatives. Only one such representative from the Sussex County Local shall act to represent PANJ in each case. The presence of a non-Sussex County representative, including an attorney, shall not prevent one of the three said PANJ representatives from being present for the presentation of each grievance.

Section 2 - Union Meetings

Time off with pay shall be provided for two (2) official representatives of PANJ from this negotiations unit to attend PANJ's conferences and training, 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 ten (10) working days for conferences and training. Any leave not utilized in each contract year shall not be carried over.

Section 3 - Dues Deduction

a. Upon request, the Judge agrees to request the County to deduct from the salaries of those officers who authorize it, membership dues in the Probation Association of New Jersey. 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 and monies collected, together with records of any collections, shall be transmitted to the treasurer of the Union following each pay period in which deductions are made.

b. The Union shall certify to the Judiciary and the County the amount of union dues and of any changes in the dues structure thirty (30) days in advance of the requested date of such change. The Union shall furnish to the Judge and the County a certified copy of the resolution indicating dues changes and the effective date of such changes.

c. Payroll deductions of Union dues under properly executed authorization for payroll deduction of Union dues forms shall become effective at the time the form is received by the County and shall be deducted by the next full pay period and each pay period thereafter from the pay of the probation officer.

d. The aggregate total for all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the designated financial officer of the Union.

e. The Union will provide the necessary dues deduction form and will

secure the signature of its members on the terms and deliver the signed forms to the County. The Union shall indemnify, defend and save harmless the Judiciary and the County 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 4 - Representation Fee (Agency Fee)

a. 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 December 31, 1992. 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 Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

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.

b. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union 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 XVII, Section 3, b. 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.

c. 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 Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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.

d. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union 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 Union 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 Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

e. Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

(1) 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(2) 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 Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

f. Judiciary and County Held Harmless

The Union 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 Union. 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.

g. 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 XVIII - Duration of Agreement

Section 1

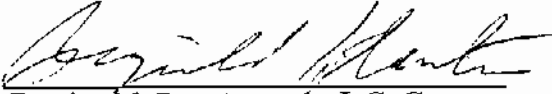
The provisions of this Agreement shall be retroactive to January 1, 1991 and shall remain in full force and effect until December 31, 1992. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

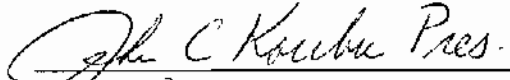

A written notice to terminate or modify this Agreement is required to be given at least thirty (30) days prior to December 31, 1992.

In witness of this Agreement the parties to it have affixed their signatures this 13 day of November, 1991.

For the Judiciary


Reginald Stanton, A.J.S.C.

For the Union


John C. Kaubke Pres.

V.P.

APPENDIX A

<u>1990 Salary</u>	<u>1/1/91 Salary</u>	<u>7/1/91 Salary</u>
<u>Probation Officers</u>		
Minimum	\$19,000	\$21,400
\$19,000	19,570	21,750
19,610	20,198	22,000
20,702	21,323	23,000
20,797	21,421	23,250
22,840	23,525	25,500
<u>Senior Probation Officers</u>		
\$23,843	\$24,560	\$26,550
24,490	25,225	27,250
30,447	31,360	33,875

APPENDIX B

<u>1991</u> <u>Salary</u>	<u>1/1/92</u> <u>Salary</u>	<u>3/1/92</u> <u>Salary</u>
<u>Probation Officers</u>		
Minimum	\$21,750	\$23,000
\$21,750	22,620	23,525
22,000	22,880	23,795
23,000	23,920	24,877
23,250	24,180	25,147
25,500	26,520	27,581
 <u>Senior Probation Officers</u>		
\$26,550	\$27,625	\$28,730
27,250	28,350	29,500
33,875	35,250	36,660