

Article I: PREAMBLE

This agreement is entered into by and between the Judges of the County Court of the County of Bergen, hereinafter referred to as the judges, and the Bergen County Probation Officers Local 1970, Council 52, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union. Its purpose is to promote and maintain a harmonious and equitable employment relationship between the parties.

Article II: DURATION OF CONTRACT

The provisions of this contract shall be in full force and effect from January 1, 1976 through December 31, 1978.

Article III: PLEDGE AGAINST DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

*Approved by the Probation Officers of this Court
on this 21st day of August 1976
The undersigned*

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Article IV:

MANAGEMENT RIGHTS

Section 1: In order to effectively administer the affairs of the probation department and to properly serve the public, the judges hereby reserve and retain unto themselves, as employers, except as modified by this agreement, all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this agreement. Among rights which management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote and assign officers;
4. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" officers, for just cause;
5. To demote, suspend, discharge or otherwise take disciplinary action against "permanent" officers, for just cause, in accordance with Rule 1:34-4 of the Rules Governing the Courts of the State of New Jersey and other applicable law.
6. 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, but that regulations covering local working conditions will be instituted , insofar as possible, by the presentat

of a letter of intent from the chief probation officer to one of the union stewards or union officers.

Section 2: The court's use and enjoyment of its powers, rights, authority, duties and responsibilities; the adoption of its policies and practices; 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 of the United States.

Section 3: Nothing contained in this agreement shall operate to restrict the court in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or of the United States.

Section 4: None of these rights shall be exercised in an arbitrary, unreasonable or capricious manner.

Article V: UNION SECURITY

Section 1: Checkoff of union dues.

a) Upon request, the judges agree to have deducted from the salaries of those officers who authorize it, 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 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) If, during the life of this agreement there shall be any change in the rate of membership dues, the union shall furnish to the judges a certified copy of the resolution indicating dues changes and the effective date of such changes.

c) Payroll deduction of union dues under properly executed authorization for payroll deduction of union dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

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 Council 52, AFSCME, AFL-CIO, 1 Foye Place, Jersey City, New Jersey, 07306, within one (1) week following the end of a pay period.

e) The union will provide the necessary dues deduction form and will secure the signature of its members on the forms and deliver the signed forms to the court administrator. The union shall indemnify, defend and save harmless the judges 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.

f) The above payroll deductions shall be the only deduction made by the judges for the benefit of any labor organization representing or purporting to represent the probation officers of Bergen County.

Section 2: Notification on new employees

The judges agree to submit to the president of the local union each month names of any new employees hired, listing their job classifications, home addresses, and whether their employment is on a permanent or provisional or C.E.T.A. basis.

Section 3: Bulletin boards

Departmental bulletin boards are to be made available for the posting of union notices and information, subject to reasonable regulation by the chief probation officer.

Section 4: Access to Premises

The judges agree to permit representatives of the international union, the union council, and the local union to enter the employment premises for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees.

Section 5: Union rights

The judges agree not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint or coercion by the judges or by any judges' representative against any employee because of union membership or because any employee activity in an official capacity on behalf of the union, or for any other reason.

Section 6: Union meetings

The judges will grant permission for the union to use its premises for union meetings provided that such meetings are held, as in the past, at times which do not interfere with the performance of duties assigned to the judges' employees.

Section 7: Aid to other unions

The judges agree they will not aid, promote, or finance any labor group or organization which seeks to substitute itself for this union as the probation officers' representative.

Section 8: Membership packets

The union may supply membership packets which contain information for distribution to new employees, 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 judges and the union. The union agrees to distribute such membership packets to new employees during the initial phase of employment only.

Section 9: Printing of Agreement

The judges will reproduce this agreement in sufficient quantities so that each employee in the bargaining unit may receive a copy, and will make additional reserve copies for distribution to employees hired during the term of this agreement. The contract cover will include the seal of the judges and the union insignia.

Article VI: ANNOUNCEMENT OF RULE CHANGES

Affected employees shall be notified at least five days in advance of any substantial change in a work rule. Changes will be discussed with these employees and also with the union president upon his request.

Article VII:

SENIORITY

Once a year the employer will post on the probation department bulletin board a seniority list showing the continuous service of each employee. The seniority list will show names, job titles, and dates of hire of each employee in the unit listed in order of seniority.

Seniority shall be defined to mean an employee's length of continuous service with the employer since his last date of hire.

Seniority shall have no effect except that given it within this agreement and/or civil service regulations.

Article VIII:

RESIDENCY

Probation officers after permanent appointment may reside anywhere in the state of New Jersey, as long as such resident is within a reasonable distance of the location of the probation department.

Article IX:

EMPLOYEES' PAID LEAVE

Section 1: Vacation

The following number of days shall be made available to employees for vacation leave:

- a) One day for every month of employment during the first eleven months, and four days for the 12th month, provided the initial date of hire was on or before the 4th day of the first month.

- b) From the beginning of the second year to and including the fifth year, 1 & 1/4 days per month (15 days per year).
- c) From the beginning of the sixth year and thereafter, 1 & 2/3 days per month (20 days per year).

Section 2: Choice of vacation time

When feasible, vacation shall be made available at the time requested by the employee. If it becomes necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority within his occupational group (i.e., PO, SPO, PPO II or PPO I) and his unit shall receive his choice of vacation time, assuming he has indicated his preference within three weeks after the proposed schedule has been requested or by May 1st whichever shall be the later date.

Section 3: Effect of separation on vacation leave

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, who has taken an unearned vacation prior to separation shall have an amount equal to the outstanding balance of unearned vacation deducted from any money due him at the time of his separation.

Section 4: Extension of vacation leave by holiday

If a holiday occurs during a week in which vacation is being

taken by an employee, the employee at his option may extend the vacation period one day or may take the day as a vacation day at another time.

Section 5: Death - Payment for unused vacation leave

In the case of the death of an employee, payment for any unused vacation shall be made in accordance with N.J.S.A. 11:24A-1.2.

Section 6: Leave for reserve military training

All benefits authorized by N.J.S.A. 38:23-1,1.1 and 1.2, shall be made available to employees under the terms of the statute.

Section 7: Sick leave

Sick leave must be earned before it can be used. Should the employee need to use none or only a portion of his earned sick leave during any given year, the amount not used will accumulate to his credit for year to year during his employment.

- a) Sick leave will be earned and accumulated at the following rate:

One working day for each full month of service during the remaining months of the first calendar year of his employment, and fifteen working days (1 & 1/4 per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, he shall not earn sick leave for that month.

b) Sick leave may be granted for:

- (1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of his position.
- (2) Serious illness of a member of the employee's immediate family or household (as defined in funeral leave) requiring his attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance on the family member.

c) On retirement each employee shall receive a half day's pay for each day of sick leave accumulated and not used.

Section 8: Funeral leave

Four days paid funeral leave shall be made available to each employee upon the occasion of the death of a member of his or her immediate family.

"Immediate" family shall be defined to mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

Section 9: Union leave

Union leave shall be granted in accordance with the statutory requirements. Provisions for such leave are set forth in N.J.S.A. 38:23-2 and N.J.S.A. 2A:168-8

Such leave shall be regulated by the chief probation officer or his designee and will be made available to a union representative for the purpose of attending the union's national and state meetings, provided the time required is not in excess of the five (5) days authorized by the aforementioned statutes, is reasonable, and the employee's absence does not interfere with his official duties and functions.

On authorization of the chief probation officer, who shall receive previous approval from the judges, all members of the Probation Association of New Jersey, and all newly hired officers during their first six months of employment regardless of membership, shall be entitled to full reasonable reimbursement for registration fees and expenses of attending meetings and seminars open to the organization's full membership. Total reimbursement for attendance shall not exceed an announced monetary total for each attendance. Transportation shall be provided or authorized by the chief probation officer.

Section 10: Injury leave

Any officer who has completed three months of service and is injured in the line of duty shall be eligible for compensation at his regular base rate of pay during the period of injury not to exceed 90 working days for each new and separate injury. Eligibility will be based on the determination of the New Jersey Division of Workmen's Compensation. Payments shall not be made if the injury is due to intoxication or willful misconduct of the employee. At the conclusion of the 90 day period, eligibility for any further

compensation shall be determined by the Division of Workmen's Compensation in accordance with its usual procedures.

Section 11: Personal leave

Personal leave shall be granted to each employee, as needed, for conduct of personal business during each year of this contract in the following amount:

1976	-	one day
1977	-	two days
1978	-	two days

This leave shall be non-cumulative. It shall be requested at least 24 hours in advance from the employer's immediate supervisor.

Section 12: Holidays

The following days shall be official holidays for employees:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Armistice Day
- Election Day
- Thanksgiving Day
- Christmas Day

In addition, any day designated by the Supreme Court, Administrative Office of the Courts, or the assignment judge as a holiday shall also be a holiday for all officers covered by this agreement.

Section 1: Eligibility requirements

Employees shall be eligible for unpaid leaves of absence after one year's service with the employer.

Section 2: Duration and purpose of leave

Leaves of absence without pay and not to exceed six months may then be granted for maternity or educational or other reasonable purposes, and such leave may be extended or renewed for six months if circumstances so warrant.

Section 3: Application for leave

- (a) Any request for a leave of absence shall be submitted in writing by the employee to the chief probation officer. The request shall state the date on which the request for leave of absence is being submitted and the approximate length of leave desired by the employee.
- (b) Authorization for a leave of absence, if and when granted, shall be furnished by the chief probation officer, and it shall be in writing.
- (c) Any request for a short leave of absence, not exceeding one (1) week shall be decided within five (5) days. A request for a leave of absence not exceeding one (1) month shall be decided within ten (10) days.
- (d) Employees shall continue to accrue seniority during any leave of absence granted under the provisions of this agreement. An employee shall be returned, at the end of the leave, to the same classification held at the time the leave of absence was approved.

Article XI:

SALARIES

Section 1: Increases - Amounts

Each employee covered by this agreement shall receive an increase in his present base pay on the first of January of each of the years designated below. The amount of increase in each case shall be based on whether the officer has reached "maximum" as of January 1st of the year in which the increase is to be given. "Maximum" for the purpose of this contract shall be as defined below in section 2 of this article. Only officers hired before September 1st in any calendar year will be eligible for the increases, listed immediately below, in the following January.

All officers hired prior to September 1, 1976, shall receive the full increase listed below of \$1,150 on January 1, 1977. All officers hired after September 1, 1976, shall receive the new minimum of \$10,400 effective January 1, 1977.

Increases referred to in the preceding paragraph shall be in the following amounts:

<u>YEAR</u>	<u>OFFICER AT MAXIMUM</u>	<u>OFFICER NON-MAXIMUM</u>
1976	\$1000.00	\$1200.00
1977	\$ 900.00	\$1150.00
1978	\$ 800.00	\$1000.00

Section 2: "Maximum" defined

For the purposes of this article, an officer is considered to be at "maximum" if on the December 31st before the January 1st of the year at issue such officer has a base salary equal to or in excess of the following:

1. Probation officers: base salaries equal to or in excess of \$13,700 per year.
2. Senior probation officers: base salaries equal to or in excess of \$15,600 per year.
3. Principal probation officers II: base salaries equal to or in excess of \$17,100 per year.
4. Principal probation officers I: base salaries equal to or in excess of \$18,000 per year.

All other officers receiving lesser salaries as of January 1st of the applicable year are to be considered at "non-maximum."

Section 3: Entry level salaries

Entry level salaries (which shall be the minimum paid to all probation officers) during the years listed shall be as follows:

From January 1st through December 31st	1976	-	\$ 9,800.00
" " " " " "	1977	-	\$10,400.00
" " " " " "	1978		\$10,400.00

Minimum salaries (other than entry level) shall be affected by this section only in the case of probation officers hired between September 1, 1976 and January 1, 1977.

Section 4: Promotional increases

A promotional increase shall be added to the base salary of each officer who receives a promotion, during the year in which the promotion is made. The increase shall be as follows:

- a) From probation officer to senior probation officer - \$200.00
- b) From senior probation officer to principal probation officer II - \$400.00

- c) From principal probation officer II to
principal probation officer I - \$600.00

If a promotion is made permanent without a preliminary provisional period, the increase shall be given in a lump sum. Any officer promoted provisionally, as defined by applicable Civil Service rules, shall be paid his promotional increase on a pro rata basis during the time of his provisional status. When his promotion becomes permanent, he shall receive a lump sum payment equal to the difference between the total promotional increase and the amount he has received pro rata during the calendar year. This payment shall be made on the last pay day of the year. Its purpose is to insure that all officers permanently promoted receive a full promotional increase during their first year of increased responsibility.

Article XII: COST OF LIVING PAYMENTS

Section 1: Nature of payment

Each employee covered by this contract shall receive during each contract year one payment of a sum which represents any increase in the cost of living during the previous year in excess of 4%. This sum is not to be added to base salary.

The amount of payment shall be determined by taking the total percentage increase in cost of living, if any (as indicated in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the New York Metropolitan area, or its equivalent, if this report is discontinued), for the period beginning January 1st and ending December 31st of the preceding year; subtracting the 4%

deductible; and multiplying by the employee's base Bergen County Probation Department salary for the preceding year.

Article XIII:

LONGEVITY PAY

Each officer covered by this contract shall receive longevity pay in recognition of length of service starting with January 1st following completion of the year which includes the sixth (6th) anniversary of his employment. A lump sum payment, not to be added to the base salary, shall be made beginning at that time and on each subsequent anniversary during the term of this contract as follows:

Upon completion of 6 to completion of 8 years	- \$100.00
Upon completion of 9 to 13 years	- \$200.00
Upon completion of 14 to 18 years	- \$400.00
19 years or more	- \$600.00

If longevity benefits are increased during the contract period for other county employees, they shall at that time be increased in the same manner for probation officers.

Each officer upon whom a graduate degree has been conferred in a field relevant to his work (such fields to be limited to sociology, psychology, guidance, criminology, public administration, counseling or corrections), which degree has been obtained from a college or university approved by the Bergen County judges (using as a guideline the New Jersey Department of Higher Education Schedule of Accredited Schools), shall receive a lump sum payment, not to be added to the base salary, on the first day of January of each year after the degree has been conferred, provided that he is employed by the Bergen County Probation Department in December of the year prior to the January 1st payment, as follows:

Master's degree -	\$225.00
Ph.D. -	\$400.00

All officers who have obtained prior approval for a degree not appearing in the above listed fields shall be granted continuing approval.

All officers who begin a graduate program during the period covered by this contract shall elect Spanish to fulfill any language requirement made by the program, assuming said language is available as part of the approved curriculum of the graduate school in which the officer has enrolled.

Officers newly employed who already hold a graduate degree in accordance with the aforementioned approved courses of study, shall be first reimbursed on the 1st of January after their date of hire during the term of this contract, provided that they are employed by the Bergen County Probation Department in December of the year prior to the January 1st payment.

Article XV:

MEAL PREMIUMS

Supper and lunch hour meal allowances shall continue to be paid in accordance with present procedures.

Article XVI:

PAYMENT FOR USE OF OWN CAR

Employees shall be reimbursed for the use of their own cars in the performance of probation office duties in accordance with the following formula:

1. The chief probation officer will determine average price of regular gasoline on the 20th of each month.
2. Each employee will submit, at the end of the month, a mileage voucher to the chief probation officer.
3. Mileage indicated will be multiplied by \$.15.
4. Mileage indicated will then be divided by 13 and that quotient will be multiplied by the difference between the average price of regular and a base price of \$.46 per gallon.
5. Totals from steps three and four added together will equal the officer's reimbursement for that month.

Such allowance shall cover, and each officer shall be required to effect, the purchase of automobile liability insurance coverage on the following minimum amounts:

Bodily injury - \$100,000 each person, \$300,000 each occurrence; Property damage - \$25,000 each occurrence.

Article XVII:

MEDICAL BENEFITS

Any improved hospital or medical insurance coverage granted to other county employees during the period of this contract shall at the same time be granted to probation officers.

Article XVIII:

PERSONNEL FILES

Each employee shall have access to his own personnel file during reasonable working hours upon a written notification to the chief probation officer.

All documents contained in such files shall be sequentially numbered and upon examination of said documents each document 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 that 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 grieve any statement containing evaluatory material of a negative nature, beginning with material entered on the effective date of this contract and material entered thereafter. A copy of any document subsequently placed in the personnel file shall be given to the affected employee. Material placed in the file before the effective date of this agreement shall be subject to removal from it, but only by mutual consent of employer and employee.

Article XIX:

PERSONNEL REASSIGNMENTS

Section 1: 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, the employer shall cause to be circulated among all employees the name and nature of the opening, as soon as possible after the employer himself becomes aware of it.

Any employee who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to his immediate supervisor. Employer will give consideration to all such statements of interest and will follow all civil service regulations in regard to filling the job both provisionally and permanently.

If more than one employee bids for a promotional opportunity the most senior shall not be rejected without good cause.

Section 2: Transfers

An employee desiring to transfer to another job in the Bergen County Probation Department may submit to his immediate supervisor a statement of such desire. His statement shall be in writing and shall specify the reason for requesting the transfer. Employees requesting transfers may be transferred at the discretion of the chief probation officer to equal or lower paying job classifications in which a vacancy exists, whether the transfer is requested because of elimination of the employee's present job or for other reasons.

Whenever an opportunity for transfer occurs to an opening in other than a temporary situation, employer shall cause to be circulated among all the employees the name and nature of the opening as soon as possible after employer himself becomes aware of it.

If two or more requests are received from equally qualified persons for transfer to the same vacancy, that of the most senior employee will not be rejected except for good cause.

If employer decides to transfer or relocate an employee involuntarily, employer will give written notice of such transfer or relocation to the affected employee no less than ten working days prior to the effective date. A copy of such notice will be given also to the union president. Any involuntary transfer or relocation shall be made by employer for good cause.

Section 3: Consolidation or elimination of jobs

Should employer decide to effect any major reorganization or any change in location involving a move to another city, employer will notify the union in writing of the decision, as soon as

possible after the decision has been made. Unless otherwise arranged by mutual agreement, notice of such change shall be given at least 45 days before the change is to take place.

Rights of any employees laid off solely as a result of such change shall be governed by the lay off clause in the present agreement.

An effort will be made by the employer to find alternative employment within the courts or within other county offices for any employee laid off solely as the result of such change.

Section 4: Layoff

Should employer find it necessary to lay off employees for economic reasons or for any reasons other than those involved in discharge for cause, employer will inform the union of this decision at least 45 days in advance of the date on which such action is to be taken. Employer will meet with the union to discuss the layoff on this date or at a subsequent date convenient to both parties, and will at the same time forward to the union president a list of employees to be laid off.

Each permanent employee to be laid off will receive at the same time an individual notice of the decision. Any provisional employee laid off will receive at least 14 calendar days notice.

In accordance with civil service regulations, temporary and provisional employees shall be laid off first. Should it be necessary to further reduce the work force, then permanent employees shall be laid off in accordance with present procedures, in inverse order of seniority.

Any employee laid off for reasons specified in this section shall be permitted to exercise any seniority rights to bump or

replace an employee with less seniority. Such employee may if he so desires bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he bumps.

Section 5: Recall

When the work force increases after a layoff, employees will be recalled according to seniority rights. Notice of recall will be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten days of the date of mailing of the notice of recall, he shall be considered to have resigned.

Recall rights of an employee shall expire after two years. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

No new employee shall be hired until all employees on layoff status, desiring to return to work, have been given the opportunity to be recalled in accordance with applicable civil service regulations.

The parties interest in regard to this clause and the preceding one to make no change whatsoever in applicable law.

Article XX: MAINTAINING WORK QUALITY

Employer and employees recognize that assigning too many cases to any individual probation officer will result in the production of a lesser quality of work. Both parties agree such an effect is undesirable. Employer will continue to make every effort to distribute cases equitably and fairly, to assure that no individual

that an adequate staff is made available to adequately serve clients and public.

Article XXI: GRIEVANCE PROCEDURE

Section 1: Subject matter encompassed

The purpose of this article is to provide a procedure for resolving any grievance which may arise concerning and limited to subjects covered by the terms of this agreement, during the period the agreement is in effect.

Section 2: Basic procedure

The procedure shall be as follows:

Step 1. The grievance shall first be taken within five days of the occurrence of the events being grieved, or within five days of the date on which the grievant becomes or should reasonably have become aware of it, to the employee's immediate supervisor, i.e. the principal probation officer to whom he reports, who shall make an effort to resolve the problem within three working days. At this level a grievance need not be in writing.

Step 2. If employee and supervisor find that the problem cannot be resolved at the supervisory level, then, within five days of this finding, the employee shall put the grievance in writing and submit it to the chief probation officer. The employee shall send a copy of the written grievance to his immediate supervisor. The chief probation officer shall acknowledge the grievance within

three working days of its receipt and shall render a decision within five working days thereafter. A meeting may be held during this period upon request of either party.

The writing shall indicate the names of the grievant and his supervisor.

Step 3: The employee may appeal the chief probation officer's decision by filing the appeal in writing (the writing to contain the same information listed in Step 2), within five days with the county court judges or their designated representative who shall either schedule a hearing or present a final determination within twenty-one days of receipt of the appeal.

Section 3: Alternative Civil Service procedure

In the event an employee believes his grievance involves violation of any Civil Service rules or regulations, such employee or the union on his behalf shall have the right to seek remedy through the New Jersey Civil Service Department; however, submission of a grievance to the Civil Service Department shall cause all rights under this section to terminate forthwith, unless Civil Service refuses jurisdiction of the matter.

Section 4: Group Grievances

If a grievance affects a number of employees with different supervisors, step one of the above procedure may be bypassed and the grievance may be instituted at step two. The name of each employee filing such a grievance shall be listed thereon.

Section 5: Non-Union representation

An individual employee shall have the right to present his own grievance without the assistance of the union. Such presentation must be made in accordance with procedures established by this article. The employee thereby waives his right to submit the same grievance through his union representative. The chief probation officer will notify the president of the union of all grievances so submitted by individual employees. The president of the union or his designee will have the right to observe any meeting or hearing held under provisions of this section.

Section 6: General provisions

Every employee shall have the right to present his grievance through the procedure established with assured freedom from restraint, interference, coercion, discrimination or reprisal.

If the grievance is not answered at any step of the procedure within the time limit fixed above, the grievant may proceed to the next step of the procedure. Time limits may be extended by mutual agreement.

For the purpose of this article all reference to numbers of days in the grievance procedure are made excluding Saturdays, Sundays, and holidays.

The union president or his designee may spend up to a maximum of two hours per week investigating and processing grievances during working hours without loss of pay.

A non-employee union representative may be present at any step of this procedure, except where the employee has elected to proceed without union intervention.

Section 7: Arbitration - trial period during final year
of contract

Effective January 1, 1978 and continuing through December 31, 1978, on a trial basis, step three of the basic procedures listed above shall be replaced with the following:

Step 3: If the grievance is not resolved at step two, one of the following three options may be utilized for a final determination of the grievance.

- (a) The grievant(s) or the union on his or their behalf(s) may appeal to the county court judges or their designee, in which case the decision of the judges shall be final and shall be rendered with reasonable promptness in accordance with the time schedule laid out in the basic procedures above.
- (b) The grievant(s) or the union on his or their behalf(s) may appeal to the Civil Service Commission under laws and rules governing the operation of that agency.
- (c) The grievant(s) or the union on his or their behalf(s) may request the matter be heard by an impartial arbitrator, who shall be selected in accordance with the provisions of N.J.A.C. 19:12-3 et seq. The decision of such arbitrator shall be final and binding on both parties in accordance with applicable law. The cost of such arbitration shall be shared equally by the participants.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3(c) above is limited exclusively to matters defined in section one of this agreement, as is the basic grievance procedure set forth in section two.

It is further understood by both parties that Step 3(c) of Section 7 above will be instituted on a trial basis only, and only during the calendar year of 1978. It will be evaluated by both parties at the end of that year, and will be fully subject to renegotiation as to any of its aspects, including its continued utilization during the negotiations for the contract to take effect January 1, 1979.

Article XXII: LABOR-MANAGEMENT MEETINGS

It is the intention of both parties to meet at least on a quarterly basis at a mutually convenient time to discuss areas of interest of both parties. These meetings are not to be used by either party for the purpose of modifying, changing or affecting this agreement in any manner; but are to be used to maintain an open dialogue on subjects of mutual interest that will aid in the effective operation of the probation department.

Article XXIII: MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this agreement will be retained and remain in force as if such benefit were a part of this agreement, except where such benefit

has been abridged by this agreement or where abridgement has been otherwise mutually agreed upon between the employees and the employer.

Article XXIV:

SAVINGS CLAUSE

Should any article, section or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

Article XXV:

UNION RECOGNITION

The judges hereby recognize the union pursuant to law as the sole and exclusive representative of probation officers, senior probation officers, and principal probation officers I and II of the Bergen County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles as fall with the purview of the judges. All provisions are retroactive to January 1, 1976, except as otherwise provided.

Article XXVI:

CONCLUSIVENESS OF AGREEMENT

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to right of

the parties to reopen discussion of any such issue, but only by mutual consent and upon happening of some unforeseen event.

IN WITNESS of this agreement, the parties to it have affixed their signatures this 18 day of January 1976.

FOR THE JUDGES

FOR THE UNION

James D. Morde
John T. Cooney
Edward Van Tassel
Thomas L. Franklin
William J. Carver
John J. [unclear]
John J. [unclear]
Jan [unclear]

George Thompson
Maurice Morde
Ray A. Friedman
Richard J. [unclear]

1/12/76

MEMO OF UNDERSTANDING

It is agreed between the parties to the 1976-78 probation officers employment contract that the following matters are in accordance with the intent of the contract and may be effected as administrative procedures hereafter:

a) That the court administrator should send a copy of dues deduction forms to the CPO.

b) That the judges agree to have the CPO submit to the president of the union the names of new employees, in accordance with the agreement on page five of the new contract.

c) In regard to access of the union to premises, that such access shall be granted only upon notice to the CPO.

d) That a request for unpaid leave of absence (see page 13) should include the reasons the request is being made.

e) That present procedures in regard to payment of meal premiums should be listed in writing.

f) That the CPO's control of review of personnel files should be laid out in writing (that is the place in which they may be reviewed, the necessity of returning in a reasonable time, etc.).

g) That academic fields for which an academic stipend should be made available will include social work (which was intended to be covered by its parent discipline, sociology, already listed in the contract on page 18).

h) That layoff procedure, as outlined on page 23 of the contract, follows civil service procedures as listed in civil service rule 4:1-16.

i) That in accordance with general county policy money paid upon retirement for accumulated sick leave may not exceed \$12,000.

For the union:

For the judges: