

Q-0033

1973

Agreement made the 11th day of July, 1972,
 by and between the Judges of the County Court of Bergen County,
 New Jersey, and their successors (hereinafter referred to as
 the "Judges"), and the American Federation of State, County and
 Municipal Employees, A.F.L.-C.I.O., Local 1970, Bergen County
 Probation Officers Chapter (hereinafter referred to as the
 "Union").

**THIS BOOK DOES
 NOT CIRCULATE**

1. The Judges hereby recognize the Union pursuant to Chapter 303 (New Jersey Employer-Employee Relations Act) 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 within the purview of the Judges pursuant to N.J.S. 2A:168-5, 7 and 8. All provisions are to be made retroactive to January 1, 1972.

2. Effective January 1, 1972:

a. Each permanently appointed Probation Officer whose salary on December 31, 1971 was as noted in Column "A" below will be advanced to the salaries as noted in Columns "B" and "C" below for the years 1972 and 1973 respectively:

<u>A</u>	<u>B</u> (1972)	<u>C</u> (1973)
.8500	9350	10,200
9187	10,037	10,887
9874	10,724	11,574
10,561	11,411	COL
11,248	11,848	COL

For present Permanent Probation Officers see below

<u>PO</u>	<u>Current</u>	<u>1972</u>	<u>1973</u>	<u>Date of Appt.</u>
Basile	10561	11411	COL	1/67
Bauberger	9874	L/A 8/16/72	—	9/68
Bene	9187	10037	10887	2/70
Capehart	11248	11848	COL	11/57
Coutts	9874	10724	11574	5/68
Creagh	9874	10724	11574	1/68
Croken	9187	10037	10887	5/70
DeMuccio	9187	10037	10887	10/69
Dixon	11248	11848	COL	3/62
B. Frey	10561	11411	COL	6/67
L. Frey	10561	Resigning	—	1/67
Friedman	8500	9350	10200	10/71
Gandolfini	8500	9350	10200	8/71
Harthman	9874	10724	11574	7/69
Jesuele	9187	10037	10887	5/69
C. Johnson	9874	10724	11574	8/69
E. Johnson	11248	11848	COL	3/61
Lehmann	9187	10037	10887	8/70
Long	9874	10724	11574	8/68
McAvay	11248	11848	COL	4/63
McMahon	11248	11848	COL	7/66
Mendel	9187	10037	10887	8/70
Milne	8500	9350	10200	2/71

<u>PO</u>	<u>Current</u>	<u>1972</u>	<u>1973</u>	<u>Date of Appt.</u>
Nodroff	9187	Resigning	_____	9/68
O'Hare	9187	10037	10387	8/70
Pico	8500	9350	10200	2/71
M. Sullivan	8500	9350	10200	11/70
W. Sullivan	11248	11848	COL	11/62
Tepalian	11248	11848	COL	11/66
Thompson	11248	11848	COL	3/66
Ullendorf	11248	11848	COL	3/66
Veliky	8500	9350	10200	2/71
Villa	11248	11848	COL	5/59

The entrance salary for Probation Officers shall remain \$8500.

There will be no salary adjustment for provisionals until the officer is certified and permanently appointed.

No officer shall receive a wage adjustment for the year 1972 unless temporarily appointed before September 1, 1972.

For Provisionally appointed Probation Officers, see below:

<u>PO</u>	
Byra)	\$8500
)	
Carlson)	
)	
Hynes)	
)	
Jannucci)	
)	
Jaconia)	
)	
Jones)	
)	
Lofgren)	
)	
Nuenhaus)	

b. Each permanently appointed Senior Probation Officer whose salary on December 31, 1971 was as noted in Column "A" below will be advanced to the salaries as noted in Columns "B" and "C" below for the years 1972 and 1973 respectively:

<u>A</u>	<u>B</u> (1972)	<u>C</u> (1973)
11450	12350	13250
12350	13250	COL
13250	13950	COL

For present permanent Senior Officers; see below:

<u>SPO</u>	<u>Current</u>	<u>1972</u>	<u>1973</u>
Brill)	13250	13950	COL
Coyle)			
Kahan)			
Mackay)			
McHugh)			
Onge)			
Riegler)			
Schott)			
Williams)			

II

c. Each Principal Probation Officer whose salary on December 31, 1971 was as noted in Column "A" below will be advanced to the salaries as noted in Columns "B" and "C" below for the years 1972 and 1973 respectively:

<u>A</u>	<u>B</u> (1972)	<u>C</u> (1973)
12940	13840	14740
13840	14740	COL
14740	15540	COL

For present Principal Probation Officers II, see below:

<u>PPO II</u>	<u>Current</u>	<u>1972</u>	<u>1973</u>
Bodner)	14740	15540	COL
)			
Hoffmann)			
)			
James)			
)			
Janowski)			
)			
Jillson)			
)			
Roncati)			

d. Each principal Probation Officer I whose salary on December 31, 1971 was as noted in Column "A" below will be advanced to the salaries as noted in Columns "B" and "C" below for the years 1972 and 1973 respectively:

<u>A</u>	<u>B</u> (1972)	<u>C</u> (1973)
15000	15800	COL

e. All Probation Officers, Senior Probation Officers and Principal Probation Officers I and II who are at their maximum salary level shall receive an increase in cost-of-living

in accordance with the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for the New York Metropolitan Area for the period beginning January 2, 1972, ending December 31, 1972. The published increase shall be made retroactive beginning January 1, 1973.

3. Effective January 1, 1972:

All Probation Officers, Senior Probation Officers and Principal Probation Officers I and II who are required to remain on duty through the supper hour to receive reports of Probationers shall receive a meal allowance of \$5.00 for each duty assignment.

4. Effective January 1, 1972:

All Probation Officers, Senior Probation Officers and Principal Probation Officers I and II shall receive their annual vacation according to the following schedule for the calendar years 1972 and 1973:

Vacations shall be based upon length of service as follows:

- a. 1 vacation day per month until the end of the calendar year in which the appointment was made
- b. 15 working days after one year of service, annually
- c. 20 working days after 5 years of service, annually

5. Each Probation Officer, Senior Probation Officer and Principal Probation Officer I and II who obtains a graduate degree from an accredited university in a field related to Probation practice, upon submission of satisfactory evidence of having been awarded the degree, shall once receive a payment

of \$450.00 within a reasonable period of submission of such evidence.

6. Each Officer in the aforementioned titles, who is assigned to perform field work in connection with his official duties and functions, is unconditionally entitled to use his personal automobile for such purpose and shall receive 12 cents per mile during the time the car is used for this purpose. Such allowance shall cover, and each officer shall be required to effect, the purchase of automobile liability insurance coverage in the following minimum amounts: Bodily injury \$100,000 each person, \$300,000 each occurrence; Property Damage \$25,000 each occurrence. Reimbursement for such use of the officer's auto shall be made by itemized monthly voucher, pursuant to N.J.S. 2A:168-8, and in adherence to county procedure for processing and payment of such expenses.

7. Departmental bulletin boards shall be made available to the Union for the posting of announcements, notices, etc., subject to the reasonable control of the Chief Probation Officer.

8. Probation Officers after permanent appointment may reside anywhere in the State of New Jersey, as long as such residence is within a reasonable distance of the location of the probation department.

9. Leave with pay shall continue to be provided for probation officers to participate in approved training programs.

10. Compensatory time may be used by officers for pursuing further academic training on a part-time basis, provided

such time off is kept within reasonable limits and does not disrupt operations of the probation department.

11. The Union shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Union stewards for the purpose of handling grievances. One officer shall be the primary representative, with the second officer to act as assistant and/or substitute representative. The stewards may call upon bona fide representatives of the Union, who are not employees of the probation department, for assistance if unable to resolve the problem on their own.

12. Time off with pay shall be provided to the Union steward involved as provided in Paragraph above to handle employee grievances and for one such representative to attend their organization's national and state meetings, provided such time off is not in excess of the five days authorized by N.J.S. 38:23-2, is reasonable and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

13. Officers who become ill and exhaust their sick leave credits may request and shall be permitted to use their accrued vacation credits during such period of illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein..

14. A complaint or grievance of any officer in the above titled related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. The complaint or grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time -- three working days if possible. At this level a complaint or grievance need not be in writing;

Step 2. If the problem cannot be resolved at the supervisory level, the employee shall put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days thereafter;

Step 3. An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges or their designated representative for a final determination with reasonable promptness.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter

adjudicated by any other person or agency. Such option shall be exercised at Step #3, before an appeal is taken to the County Court Judges. In using the grievance procedure established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bona fide member (s) of the Union designated pursuant to Paragraph 11 to represent him pursuant to this agreement.

15. The provisions of this agreement shall remain in effect until December 31, 1973. With the mutual concurrence of both parties the provisions contained herein may be continued for an additional calendar year. It is further agreed that any benefits not covered by this agreement that are now enjoyed by Probation Officers and other County employees shall continue to remain in effect. It is also agreed that during the period of this contract, any benefits not covered by this contract relating only to increased sick leave allowance and improved hospitalization and medical coverage that may be granted to other County employees during the period this contract is in effect shall also be made available to all officers of the Probation Department covered by this contract.

16. It is further agreed that any benefit relating to longevity that may be granted to other County employees during the life of this contract shall also be made available to all eligible Probation Officers of the Probation Department covered by the Contract. Such provision shall take effect January 1, 1973.

Should any provision be found in violation of any law or of any rule or any decision having the force and effect of law, all other provisions shall remain in effect for the duration of the contract.

In Witness Whereof, the parties have hereunto set

their hands and seals this

11th

day of

July

1972.

For the Judges:

William J. Arnold
WILLIAM J. ARNOLD, J.C.C.

Roger W. Breslin
ROGER W. BRESLIN, J.C.C.

Raymond H. Flanagan
RAYMOND H. FLANAGAN, J.C.C.

Martin J. Kole
MARTIN J. KOLE, J.C.C.

James F. Madden
JAMES F. MADDEN, J.C.C.

Thomas S. O'Brien
THOMAS S. O'BRIEN, J.C.C.

Arthur J. O'Dea
ARTHUR J. O'DEA, J.C.C.

Arthur J. Simpson, Jr.
ARTHUR J. SIMPSON, JR., J.C.C.

James I. Toscano
JAMES I. TOSCANO, J.C.C.

Stephen Toth
STEPHEN TOTH, J.C.C.

For the Union:

Conrad J. Roncetti
Conrad J. Roncetti
Liaison Representative

Howard Williams
Howard Williams
Liaison Representative

Peter Brill
Peter Brill

Arthur E. Hoffmann
Arthur E. Hoffmann

William McAvay
William McAvay

Charles Keller
Union Representative