

2-0033

7-30-70  
30th day of July 1970

Agreement made the 30th day of July 1970, 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").

1. The Judges hereby recognize the Union pursuant to L. 1968, Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers 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, 1970, except those covered under items 5, 6 and 8. The exclusion of Principal Probation Officers from the provisions of this agreement is without prejudice, pending a final determination of the question of whether such supervisory employees may be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership.

2. Effective January 1, 1970, the annual rates of pay for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:168-8, will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 8,500.00	\$11,248.00
Senior Probation Officer	\$11,450.00	\$13,250.00

a. Within the above ranges, there will be four annual

steps at increments of \$687.00 for Probation Officer and two annual steps at increments of \$900.00 for Senior Probation Officer.

3. During the period this contract remains in effect, each newly appointed Probation Officer and Senior Probation Officer shall receive the minimum salary for their respective positions as established herein.

4. Effective January 1, 1970, each person with permanent status in the title of Probation Officer or Senior Probation Officer, who on the aforelisted date did not receive an increment and who is already at the maximum of the old range (pursuant to the Judges' order effective January 1, 1969), shall be advanced to the new maximum provided for in this contract and shall be paid at that rate during the full year of 1970.

5. Effective June 1, 1970, each person with permanent status in the title of Probation Officer or Senior Probation Officer, who on January 1, 1970, received an increment to place him on his appropriate step under the old range (pursuant to the Judges' order effective January 1, 1969), shall be advanced to the new salary level for that same step and shall be paid at that rate during the balance of the calendar year 1970.

6. Effective June 1, 1970, each person with permanent status in the position of Probation Officer, who on and after January 1, 1970, was receiving the minimum salary of the old range (pursuant to the Judges' order effective January 1, 1969), shall be advanced to the new minimum as established herein for this position and shall be paid at that rate during the balance of the calendar year 1970.

7. Effective January 1, 1970, all officers in the above

titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$3.00 for each such duty assignment, with reimbursement to be made by monthly voucher, pursuant to N.J.S. 2A:168-8, and in adherence to county procedure for processing and payment of such expenses.

8. Effective July 1, 1970, each officer in the aforelisted 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.

9. 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.

10. 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.

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

12. Accrued 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 operation of the probation department.

13. 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.

14. Time off with pay shall be provided to the Union steward involved as provided in Paragraph 13 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.

15. 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.

16. 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 13 to represent him pursuant to this agreement.

17. The provisions of this agreement shall remain in effect until December 31, 1971. It is agreed that any benefits not covered by this contract relating only to increased vacation and sick-leave allowances (except as provided for in Paragraph 15) and improved hospitalization and medical coverage, that may be granted to other county employees during the period this agreement is in effect shall also be made available to probation officers. 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 agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 30<sup>th</sup> day of July 1970.

For the Judges:

Martin J. Kole  
Martin J. Kole - Liaison

William J. Arnold  
William J. Arnold

Raymond H. Flanagan  
Raymond H. Flanagan

Benjamin P. Galanti  
Benjamin P. Galanti

Thomas S. O'Brien  
Thomas S. O'Brien

Arthur J. O'Dea  
Arthur J. O'Dea

John H. Shields, Jr.  
John H. Shields, Jr.

Arthur J. Simpson  
Arthur J. Simpson

James I. Toscano  
James I. Toscano

Stephen Toth  
Stephen Toth

For the Union:

Howard Williams  
Howard Williams  
Liaison Representative

Peter N. Brill  
Peter N. Brill  
Liaison Representative

Pat D. Nardolilli  
Pat D. Nardolilli  
Council #1 Representative

-6-