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1991-92 BERGEN COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1991-92 Bergen County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____ 1991 between the Assignment Judge for the Superior Court of Bergen County, New Jersey (hereinafter referred to as the "Judge") and the Bergen County Probation Officers Association, (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Bergen County Probation Department (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-5 et seq.

ARTICLE III - SalariesSection 1

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

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer | \$22,696 | \$34,045 |
| Senior Probation Officer | 24,886 | 44,241 |

Section 2

Effective January 1, 1991, and retroactive to that date, each probation officer and senior probation officer shall receive an increase in his/her December 31, 1990 base salary of four and one-half percent (4½%) in accordance with Schedule A, attached hereto and made a part hereof. No probation officer or senior probation officer shall advance on the Salary Schedule.

Section 3

Effective July 1, 1991, and retroactive to that date, each probation officer and senior probation officer on the payroll on December 31, 1990 and not at maximum (Probation Officer-Step 11; Senior Probation Officer-Step 15), shall advance one (1) step on the Salary Schedule (Appendix A).

Section 4

Effective January 1, 1992 salary ranges for probation officers and senior probation officers shall be established as follows:

| <u>Title</u> | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer | \$23,774 | \$35,662 |
| Senior Probation Officer | 26,068 | 46,343 |

Section 5

Effective January 1, 1992, each probation officer and senior probation officer shall receive an increase in his/her December 31, 1991 base salary of four and three-quarters percent (4¾%) in accordance with Schedule B, attached hereto and made a part hereof. No probation officer or senior probation officer shall advance on the Salary Schedule.

Section 6

Effective July 1, 1992, each probation officer and senior probation officer on the payroll on December 31, 1991 and not at maximum (Probation Officer-Step 11; Senior Probation Officer-Step 15) shall advance one (1) step on the Salary Schedule (Appendix B).

ARTICLE IV - Promotional Increase

Each probation officer upon promotion to senior probation officer will be placed on the senior probation officer step guide at the step level which is no less than five percent (5%) of the promoted probation officer's salary at the time of the promotion.

ARTICLE V - Automobile AllowanceSection 1

Effective January 1, 1991, and retroactive to that date, as authorized by N.J.S.A. 2A:168-8 a probation officer, when designated by the Division Manager to use his/her private vehicle on Probation Department business, shall be reimbursed at the rate of \$.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 Division Manager. Forms of this purpose shall be furnished by the Division Manager. In addition, employees shall be paid an additional one cent (1¢) per mile for each fifteen cent (15¢) increase in the retail price of a gallon of gasoline over and above such price as of January 1, 1989.

Section 2

Probation officers required to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence and property damage in the amount of twenty-five thousand dollars (\$25,000) for each occurrence.

ARTICLE VI - Cash Education AwardSection 1

Each probation officer who has, or who shall hereafter obtain a Master's Degree from an accredited college or university in sociology, psychology, criminology, criminal justice, corrections, social work, public administration or a field of study related to probation as determined by the Division Manager and approved by the Judge or his designee shall be entitled to an annual award equal to \$900. The decision of the Judge shall be final and not subject to further appeal. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Division Manager.

Section 2

All probation officers who have obtained prior approval for a degree not included in Section 1 above shall continue to receive the cash educational award.

Section 3

All probation officers 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 probation officer has enrolled.

ARTICLE VII - Meal Allowance

Section 1

Effective November 1, 1991, probation officers who are required to remain on duty for evening reporting of clients up to 6:30 P.M. shall be paid a supper allowance equal to \$7.50. Reimbursement shall be made by voucher.

Section 2

Meals associated with conference attendance, training activities and any other departmental business shall be reimbursed in accordance with past procedures.

ARTICLE VIII - Longevity

Probation officers shall continue to receive longevity payments as are granted to Bergen County employees generally. If during the period covered by this Agreement, the County grants to its employees generally any increase in longevity payments such increase shall simultaneously be awarded to probation officers.

Presently, the longevity program provides that each probation officer 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 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 agreement as follows:

| | |
|---|-----------|
| Upon completion of 6 to completion of 8 years - - | \$ 200.00 |
| Upon completion of 9 to 13 years - - - - - | 400.00 |
| Upon completion of 14 to 18 years - - - - - | 800.00 |
| 19 years or more - - - - - | 1,000.00 |

ARTICLE IX - On Call Pay

Section 1

Any probation officer assigned to be the primary intake officer to monitor the admission and retention of juveniles to the detention and shelter care facilities shall receive \$150.00 for each full week of such assignment including evenings, weekends, and holidays.

Section 2

Effective January 1, 1992, any probation officer assigned to be the backup intake officer shall receive seventy-five dollars (\$75) per week of such assignment.

ARTICLE X - Holidays

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

| | |
|--------------------------------------|-------------------------------|
| January 1st..... | New Year's Day |
| 3rd Monday in January..... | Martin Luther King's Birthday |
| February 12th..... | Lincoln's Birthday |
| 3rd Monday in February..... | Washington's Birthday |
| Last Monday in May..... | Memorial Day |
| July 4th..... | Independence Day |
| 1st Monday in September..... | Labor Day |
| 2nd Monday in October..... | Columbus Day |
| November 11th..... | Armistice or Veteran's Day |
| 4th Thursday in November..... | Thanksgiving Day |
| December 25th..... | Christmas Day |
| Good Friday and General Election Day | |

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday when approved by the Judiciary.

The day after Thanksgiving shall be observed as a holiday when approved by the Judiciary.

ARTICLE XI - Vacation and Other Paid Leave Credits

Section 1 - General

Pursuant to R. 1:30-5(b), probation officers shall receive the same vacation and other paid leave credits as are provided generally to other employees of the County.

Section 2 - Vacation

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

- a) One day for every month of employment during the first eleven months, and four days for the twelfth 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 day per month (15 days per year); and,
- c) From the beginning of the sixth year and thereafter, 1 & 2/3 days per month (20 days per year).

Section 3 - Choice of Vacation Time

When feasible, vacation shall be made available at the time requested by the probation officer. If it becomes necessary to limit the number of probation officers on vacation at the same time, the probation officer with the greatest seniority within his occupational group (i.e., PO, SPO) 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 4 - Effect of Separation on Vacation Leave

Vacation leave due probation officers upon separation shall be provided pursuant to Civil Service Rule 4:1-17.12.

Section 5 - Extension of Vacation Leave by Holiday

If a holiday occurs during a week in which vacation is being taken by a probation officer, the officer at his option may extend the vacation period one day or may take the day as a vacation day at another time.

Section 6 - Death--Payment for Unused Vacation Leave

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

Section 7 - 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 probation officers under the terms of the statute.

Section 8 - Sick Leave

Sick leave must be earned before it can be used. Should the probation officer 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 from 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 employment, and fifteen working days (1 & $\frac{1}{2}$ per month) for each calendar year thereafter. If the probation officer begins work after the fourth day of the month, he/she shall not earn sick leave for that month.
- b. Sick leave credits shall be used in accordance with Civil Service Rule 4:1-17.15.

Section 9 - Funeral Leave

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

"Immediate" family shall be defined to mean spouse, son, daughter, step-son, step-daughter, mother, father, step-mother, step-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 probation officer's household.

Section 10 - Injury Leave

Any probation 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 probation officer.

At the conclusion of the ninety (90) day period, eligibility for any further compensation shall be determined by the Division of Workman's Compensation in accordance with its usual procedures.

Section 11 - Personal Leave

Two days personal leave shall be granted to each probation officer, as needed, for conducting personal business during 1991.

Effective January 1, 1992, probation officers shall be entitled to three (3) days personal leave annually.

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

ARTICLE XII - Unpaid Leaves of Absence

Section 1

Pursuant to Department of Personnel rules and regulations leaves of absence without pay not to exceed six months may be granted for maternity or education or other reasonable purposes, and such leave may be extended or renewed for six months if circumstances so warrant.

Section 2

Probation officers shall be eligible for unpaid leaves of absence after one (1) year of service with the department.

Section 3

- a. Any request for a leave of absence shall be submitted in writing by the probation officer to the Division Manager. 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 probation officer.
- b. Authorization for a leave of absence, if and when granted, shall be furnished by the Division Manager, 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. Probation officers shall continue to accrue seniority during any leave of absence granted under the provisions of this Agreement. A probation officer shall be returned, at the end of the leave, to the same classification held at the time the leave of absence was approved.
- e. Application for medical benefits for an extended period of time (more than one month) may be made to the Division Manager.

ARTICLE XIII - 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 to 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 XIV - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Bergen County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, the county's

dental plan, the county's paid prescription plan, a disability policy, the county's vision plan and one physical examination per year at Bergen Pines Hospital if requested by the employee. If during the term of this Agreement, the county grants to all other employees an additional health and welfare benefit and the benefit was not made available during the negotiation of this Agreement, then such benefit shall be simultaneously awarded to probation officers. If during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage and such benefit was not available as a subject of negotiation for this Agreement, the Assignment Judge may grant such benefit to probation officers or shall reopen this matter for further negotiation.

ARTICLE XV - Association Security

Section 1 - Checkoff of Association dues

- a. Upon request, the Judge agrees to have deducted from the salaries of those officers who authorize it, membership dues in the Association. 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 Association following each pay period in which deductions are made.
- b. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Judge a certified copy of the resolution indicating dues changes and the effective date of such changes.
- c. Payroll deductions of Association dues under properly executed authorization for payroll deduction of Association dues forms shall become effective at the time the form is signed by the probation officer 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 Association, 133 River Street, Hackensack, New Jersey, 07601 within one (1) week following the end of a pay period.
- e. The Association 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 Division Manager. The Association shall indemnify, defend and save harmless the Judge 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 Association.
- f. The above payroll deductions shall be the only deduction made by the Judge for the benefit of any labor organization representing or purporting to represent the recognized bargaining unit.
- g. Withdrawal of permission for dues deduction shall become effective on the succeeding July 1st, subsequent to the request of the probation officer.

Section 2 - Notification of New Employees

The Division Manager shall submit to the president of the Association names of any new probation officers hired, listing their job classifications, home addresses, and whether their employment is on a permanent or provisional basis

on the first of the month following the appointment.

Section 3 - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of Association notices and information, subject to the reasonable regulation by the Division Manager.

Section 4 - Access to Premises

The Judge agrees to permit representatives of the Association 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, subject to reasonable regulation by the Division Manager. Permission will not be unreasonably denied.

Section 5 - Association rights

The Judge agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the Judges or by any Judges' representative against any employee because of Association membership or because any employee activity in an official capacity on behalf of the Association.

Section 6 - Association Meetings

The Judge will grant permission for the Association to use its premises for Association 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 probation officers subject to reasonable regulation by the Division Manager. Permission will not be unreasonably denied.

Section 7 - Aid to Other Associations

The Judge agrees he will not aid, promote, or finance any labor group or organization which seeks to substitute itself for this Association as the probation officers' representative.

Section 8 - Education Information

The Division Manager will post copies of pertinent information relating to education and training opportunities provided by the Administrative Office of the Courts and the county personnel department.

Section 9 - Organizational Chart

The Division Manager agrees to provide the Association with an organizational chart of the probation department within thirty (30) days of the execution of this Agreement and by January 31st thereafter.

ARTICLE XVI - Representation Fee (Agency Fee)

Section 1

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 Association that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Association.

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.

Section 3

Amount of Fee - Prior to the beginning of each contract year, the Association will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association 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 Section 1 of this Article.

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 eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 3

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

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.

Section 4

Demand and Return System - The representation fee in lieu of dues only shall be available to the Association if the procedures hereafter are maintained by the Association.

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

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

Section 5

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

- a. 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:
- (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
- (b) 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 Association establishes and maintains this review system.

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

Section 6

Judiciary and County Held Harmless - The Association 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 Association. The term "excluded position" shall include, but not be limited to, confidential, managerial, exempted position, 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.

Section 7

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 XVII - Residency

Residency requirements of probation officers shall be pursuant to Supreme Court decisions and policies as to residency, provided that such residence is within a reasonable distance from the location of the probation department.

ARTICLE XVIII - Association Leave

Section 1

Time off with pay shall be provided for official representatives of the Association not to exceed two probation officers for the purpose of handling grievances. In addition, official representatives may have up to a maximum of 5 days paid leave to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2, is otherwise reasonable and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Division Manager or a duly designated subordinate.

Section 2

On authorization of the Division Manager, who shall receive previous approval from the Judge, 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 Division Manager.

ARTICLE XIX - Personnel Files

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

All documents contained in such files shall be sequentially numbered and upon examination of said documents each document shall be initialed by the probation officer concerned.

The signature affixed by the probation officer to any document in such file shall not indicate in any way that the probation officer 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 probation officer shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The probation officer may grieve any statement containing evaluatory material of a negative nature, beginning with material entered on the effective date of this collective agreement and materials entered thereafter. A copy of any document subsequently placed in the personnel file shall be given to the affected probation officer.

A probation officer may request, in writing, that the Division Manager remove any minor disciplinary or derogatory material from their personnel file. The Division Manager will respond in writing within ten (10) days. If the request is denied the response will include a reason for the denial.

ARTICLE XX - 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 Division Manager shall cause to be circulated among all probation officers the name and nature of the opening, as soon as possible after the Division Manager himself becomes aware of it.

Any probation officer who wishes to indicate an interest in being named provisionally to such a position may submit a statement of interest, in writing, to the Division Manager with a copy to the immediate supervisor. The Division Manager 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 probation officer bids for a promotional opportunity, seniority shall be one of the factors considered in making the appointment.

Section 2 - Transfers

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

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

If two or more requests are received from equally qualified persons for transfer to the same vacancy, seniority shall be one of the factors considered in making the appointment.

If the Division Manager decides to transfer or relocate a probation officer involuntarily, he will give written notice of such transfer or relocation to the affected probation officer no less than ten (10) working days prior to the effective date. A copy of such notice will be given also to the Association president. Any involuntary transfer or relocation shall be made by the Division Manager for the good of the office.

Section 3 - Consolidation or Elimination of Jobs

Should the Division Manager decide to effect any major reorganization or any change in location involving a move to another city where consolidation or elimination of jobs will occur (but no lay-offs or demotions will be effected), he will notify the Association 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 forty-five (45) days before the change is to take place.

Rights of any probation officer 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 Division Manager to find alternative employment within the courts or within other county offices for any probation officer laid off solely as the result of such change.

Section 4 - Layoffs & Recalls

Layoffs and recalls shall be made in accordance with applicable civil service rules and regulations. (N.J.A.C. 4:1-16.1 et seq.)

ARTICLE XXI - Announcement of Rule Changes

Proposed new rules or modification of existing rules governing working conditions will be discussed with the majority representatives before they are established, if possible.

ARTICLE XXII - Seniority

Each September 1st the Division Manager 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 a probation officer's length of continuous service with the probation department since his last date of hire.

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

ARTICLE XXIII - 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, and
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 presentation of a letter of intent from the Division Manager to the President of the Probation Officers' Association.

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 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 XXIV - Grievance Procedure

Section 1

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 rules 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 probation 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 submitted to the Division Manager, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter.

In the case of the absence of the Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Division Manager he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures," if the Board is willing to hear the grievance and make recommendations. It is understood that the use of this service is without cost to the judges. With the Agreement of both parties, this step may be by-passed and the grievance be submitted directly to Step 4.

Step 4

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

- a. The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,
- b. The party may appeal to the Assignment Judge, or his designee, in which case the decision of the Judge or his designee shall be final and shall be rendered with reasonable promptness.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R. 1:33-4 and any other applicable Statute or Court Rule shall be limited to Step 4(b). In using the grievance procedure established herewith, a probation officer is entitled at each step to be represented by a bona fide member of the Association designated to represent the officer pursuant to this Agreement. It is agreed that in case of a grievance against the Division Manager, it shall be processed through the procedure outlined herein beginning at Step 3.

Notwithstanding any procedures for the resolution of disputes, controversies, or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

Section 2

If a grievance affects a number of probation officers with different supervisors, step one of the above procedure may be by-passed and the grievance may be instituted at step two. The name of each probation officer filing such a grievance shall be listed thereon.

Section 3

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

Section 4

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

ARTICLE XXV - Pledge Against Discrimination

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

ARTICLE XXVI - Maintenance of Benefits

Any benefit recognized by the Judge as a benefit, applied uniformly and in effect at the commencement of this Agreement shall be retained during the period

of this Agreement unless modified or abridged by the provisions of this Agreement.

ARTICLE XXVII - Liability Coverage

The County shall continue to maintain and provide liability coverage of the type now in force and effect, including false arrest, at the present levels of one million (\$1,000,000.00) dollars per person and one million (\$1,000,000.00) per incident.

The County shall supply to employees all necessary legal assistance in the defense of civil claims for personal injury, death, or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employees as a result of said claim. The County shall provide legal counsel at its cost, as required by State statute.

ARTICLE XXVIII - Sick Leave Retirement

Upon an officer's retirement, he/she shall be entitled to a one-time lump sum payment equal to one-half ($\frac{1}{2}$) of accrued sick leave up to, but not greater than \$18,000.

Probation officers shall be permitted to defer receipt of the lump sum payment for accrued sick leave until the January following the year of their retirement.

ARTICLE XXIX - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

ARTICLE XXX - Policy on Department of Personnel

The administrative and procedural provisions and controls of the New Jersey Department of Personnel 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 subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the courts.

ARTICLE XXXI - 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.

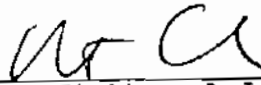
ARTICLE XXXII - Duration of Agreement

This Agreement shall have a term from January 1, 1991 through December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the parties prior practice.

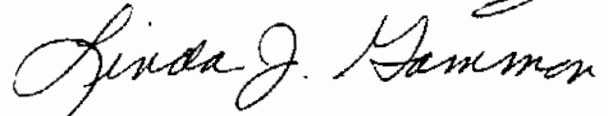

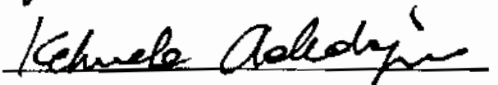
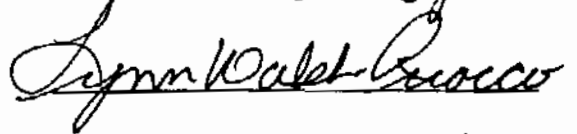
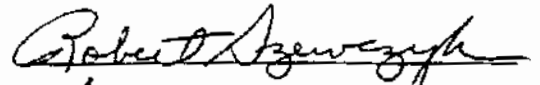
In witness of this Agreement, the parties to it have affixed their signatures on _____, 1991.

For the Judge



Peter Ciolino, A.J.S.C.


FOR THE ASSOCIATION



Memorandum of Understanding

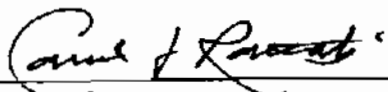
The County of Bergen has reviewed the terms of the Agreement between the Bergen County Probation Officers' Association and the Judiciary.

For the County of Bergen



A handwritten signature in cursive script, appearing to read "Robert M. [unclear]", is written over a horizontal line.

In witness before me this
20th day of November
1991.



A handwritten signature in cursive script, appearing to read "Conrad J. Roncati", is written over a horizontal line.

Dr. Conrad J. Roncati, TCA

APPENDIX A

DECEMBER 31, 1990
BASE SALARY STRUCTURE

JANUARY 1, 1991
BASE SALARY STRUCTURE

| STEP | SALARY | STEP | SALARY |
|------|--------|------|--------|
|------|--------|------|--------|

PROBATION OFFICERS

| | | | |
|----|----------|----|----------|
| 1 | \$21,719 | 1 | \$22,696 |
| 2 | \$22,805 | 2 | \$23,831 |
| 3 | \$23,891 | 3 | \$24,966 |
| 4 | \$24,977 | 4 | \$26,101 |
| 5 | \$26,063 | 5 | \$27,236 |
| 6 | \$27,149 | 6 | \$28,371 |
| 7 | \$28,235 | 7 | \$29,506 |
| 8 | \$29,321 | 8 | \$30,640 |
| 9 | \$30,407 | 9 | \$31,775 |
| 10 | \$31,493 | 10 | \$32,910 |
| 11 | \$32,579 | 11 | \$34,045 |

SENIOR PROBATION OFFICERS

| | | | |
|----|----------|----|----------|
| 1 | \$23,814 | 1 | \$24,886 |
| 2 | \$25,137 | 2 | \$26,268 |
| 3 | \$26,460 | 3 | \$27,651 |
| 4 | \$27,783 | 4 | \$29,033 |
| 5 | \$29,106 | 5 | \$30,416 |
| 6 | \$30,429 | 6 | \$31,798 |
| 7 | \$31,752 | 7 | \$33,181 |
| 8 | \$33,075 | 8 | \$34,563 |
| 9 | \$34,398 | 9 | \$35,946 |
| 10 | \$35,721 | 10 | \$37,328 |
| 11 | \$37,044 | 11 | \$38,711 |
| 12 | \$38,367 | 12 | \$40,094 |
| 13 | \$39,690 | 13 | \$41,476 |
| 14 | \$41,013 | 14 | \$42,859 |
| 15 | \$42,336 | 15 | \$44,241 |

APPENDIX B

DECEMBER 31, 1991
BASE SALARY STRUCTURE

JANUARY 1, 1992
BASE SALARY STRUCTURE

| STEP | SALARY |
|------|--------|
|------|--------|

| STEP | SALARY |
|------|--------|
|------|--------|

PROBATION OFFICERS

| | |
|----|----------|
| 1 | \$22,696 |
| 2 | \$23,831 |
| 3 | \$24,966 |
| 4 | \$26,101 |
| 5 | \$27,236 |
| 6 | \$28,371 |
| 7 | \$29,506 |
| 8 | \$30,640 |
| 9 | \$31,775 |
| 10 | \$32,910 |
| 11 | \$34,045 |

| | |
|----|----------|
| 1 | \$23,774 |
| 2 | \$24,963 |
| 3 | \$26,152 |
| 4 | \$27,341 |
| 5 | \$28,530 |
| 6 | \$29,718 |
| 7 | \$30,907 |
| 8 | \$32,096 |
| 9 | \$33,285 |
| 10 | \$34,473 |
| 11 | \$35,662 |

SENIOR PROBATION OFFICERS

| | |
|----|----------|
| 1 | \$24,886 |
| 2 | \$26,268 |
| 3 | \$27,651 |
| 4 | \$29,033 |
| 5 | \$30,416 |
| 6 | \$31,798 |
| 7 | \$33,181 |
| 8 | \$34,563 |
| 9 | \$35,946 |
| 10 | \$37,328 |
| 11 | \$38,711 |
| 12 | \$40,094 |
| 13 | \$41,476 |
| 14 | \$42,859 |
| 15 | \$44,241 |

| | |
|----|----------|
| 1 | \$26,068 |
| 2 | \$27,516 |
| 3 | \$28,964 |
| 4 | \$30,412 |
| 5 | \$31,861 |
| 6 | \$33,309 |
| 7 | \$34,757 |
| 8 | \$36,205 |
| 9 | \$37,653 |
| 10 | \$39,102 |
| 11 | \$40,550 |
| 12 | \$41,998 |
| 13 | \$43,446 |
| 14 | \$44,894 |
| 15 | \$46,343 |

MATERNITY LEAVE

Female Probation Officers - Female probation officers shall advise the Employer of a pregnancy. The rights of a female probation officer shall include, but not limited to, the following provisions:

1. The female probation officer shall be permitted to work so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female probation officer's own choosing.
2. Female probation officers shall be permitted to use earned and accumulated sick time, earned and accumulated compensatory time, and earned and accumulated vacation time during the period of her pregnancy and the period following childbirth. If the employee is eligible for disability insurance pursuant to the County's disability insurance plan, and if any provision of this maternity leave policy conflicts with the disability insurance plan, the provisions of the disability insurance plan will prevail in order for the employee to receive the disability insurance plan benefits.
3. Consistent with past practices and New Jersey law, during the period the female probation officer remains in payroll status, she will continue to receive full benefits and be considered on active duty for all computation purposes.
4. Upon return to active duty, the female probation officer shall be placed in the same title which she held prior to maternity leave.