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STORAGE

Bergen

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Institute of Management
Labor Relations

AUG 0 1985

RUTGERS UNIVERSITY

THIS DOES NOT
CIRCULATE

Bergen County Judges of the Court ✓
and

1982 - 1984

BERGEN COUNTY PROBATION OFFICERS

COLLECTIVE AGREEMENT

X-J

1982 - 1984

Article I - Agreement

This agreement is entered into this 22nd day of September, 1982 between the Judges of the Superior Court of Bergen County, New Jersey (hereinafter referred to as the "Judges") and the Probation Officers' Association of Bergen County (hereinafter referred to as the "Association").

Article II - Recognition

The Judges hereby recognize 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 - Salaries

Section 1

Effective January 1, 1982 the salary ranges for the probation officer titles shall be established as follows:

	<u>Senior Probation Officer</u>	<u>Probation Officer</u>
Minimum	\$ 13,750	\$ 11,900
Maximum	25,500	23,600

Section 2

Retroactive to January 1, 1982 each permanent or provisional senior probation officer hired before September 1 of the preceding year shall receive a salary adjustment of \$3,000 to be added to the officer's December 31, 1981 base salary and each permanent or provisional probation officer shall receive a salary

adjustment of \$2,700 added to their December 31, 1981 base salary.

Section 3

Effective January 1, 1983 the ranges for probation officer titles shall be established as follows:

	<u>Senior Probation Officer</u>	<u>Probation Officer</u>
Minimum	\$ 14,250	\$ 12,400
Maximum	27,200	25,300

Section 4

Effective January 1, 1983 each permanent or provisional probation officer and senior probation officer hired before September 1st of the preceding year shall receive a salary adjustment of \$1,700 added to the officer's December 31, 1982 base salary.

Section 5

Effective January 1, 1984 the ranges for probation officer titles shall be established as follows:

	<u>Senior Probation Officer</u>	<u>Probation Officer</u>
Minimum	\$ 14,750	\$ 12,900
Maximum	29,100	27,200

Section 6

Effective January 1, 1984 each permanent or provisional probation officer and senior probation officer hired before September 1st of the preceding year shall receive a salary adjustment of \$1,900 added to the officer's December 31, 1983 base salary.

Section 7

Any probation officer hired subsequent to the September 1 cutoff established in Sections 2, 4, and 6 of Article III shall not be eligible for the full salary adjustment awarded January 1 of that year but shall have their salary adjusted to the new minimum

for that year. On the January 1 after one complete year of service such officers affected shall then receive the full salary adjustment as provided in Sections 4 and 6 of Article III.

Section 8

It is agreed that should the Consumer Price Index (CPI) increase above 9% between January 1, 1984 and December 31, 1984, then in that event such increase in the CPI shall be an additional consideration in salary negotiations for the contract beginning January 1, 1985.

Article IV - Promotional Increase

Each probation officer promoted to a higher title shall receive a salary adjustment of \$850 added to the officer's base salary.

Article V - Automobile Allowance

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the mileage rate established in Section 2 below. 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 Chief Probation Officer. Forms for this purpose shall be furnished by the Chief Probation Officer.

Section 2

Probation officers shall be reimbursed for the use of their private vehicles in the performance of probation office

duties in accordance with the following formula:

- a. The Chief Probation Officer will determine the average price of regular gasoline on the 20th of each month and then add to that figure \$.03.
- b. Each probation officer will submit, at the end of the month, a mileage voucher to the Chief Probation Officer.
- c. Mileage indicated will be multiplied by \$.15.
- d. Mileage indicated will then be divided by 13 and that quotient will be multiplied by the difference between the average price of regular gasoline + \$.03 and a base price of \$.46 per gallon.
- e. Totals from steps three and four added together will equal the officer's reimbursement for that month.

Section 3

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 Educational Award

Section 1

Effective January 1, 1982 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 Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$550. The decision of the Judges 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 Chief Probation Officer.

Section 2

Effective January 1, 1983 the cash educational award shall be increased to \$575. Effective January 1, 1984 the cash education award shall be increased to \$600.

Section 3

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 4

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 Allowances

Section 1

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 of \$5.75. 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 -	\$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

Article IX - On Call Pay

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 \$75.00 for each full week of such assignment including evenings, weekends, and holidays.

Article X - Holidays

Section 1

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

- January 1st. New Year's Day
- January 15th M. L. 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 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 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 his employment, and fifteen working

days (1 & 1/4 per month) for each calendar year thereafter. If the probation officer begins work after the fourth day of the month, he 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.
- c) On retirement each probation officer shall receive a half day's pay for each day of sick leave accumulated and not used, up to a maximum of \$12,000 in accordance with county policy.

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, 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 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 wilful misconduct of

the probation officer. 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

Two days personal leave shall be granted to each probation officer, as needed, for conducting personal business during each year of this collective agreement.

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 Civil Service rules and regulations leaves of absence without pay and not to exceed six months may 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 2

Probation officers shall be eligible for unpaid leaves of absence after 1 year's 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 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 probation officer.

- (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) 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.

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 be provided with health and welfare benefits 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, a dental plan and a disability policy.

Article XV - Association Security

Section 1 - Checkoff of Association dues

- (a) Upon request, the judge agree 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 change in the rate of membership dues, the Association 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 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 Chief Probation Officer. The Association 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 Association.

- (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 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 Chief Probation Officer 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 reasonable regulation by the Chief Probation Officer.

Section 4 - Access to Premises

The judges agree 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 Chief Probation Officer. Permission will not be unreasonably denied.

Section 5 - Association rights

The judges agree 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 judges 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 Chief Probation Officer. Permission will not be unreasonably denied.

Section 7 - Aid to other Associations

The judges agree they 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 Chief Probation Officer 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 Chief Probation Officer shall provide the Association with an organizational chart of the probation department each September 1st.

Article XVI - Residency

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.

Article XVII - 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 Chief Probation Officer or a duly designated subordinate.

Section 2

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.

Article XVIII - Personnel Files

Each probation officer 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 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.

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 Chief Probation Officer shall cause to be circulated among all probation officers the name and nature of the opening, as soon as possible after the Chief Probation Officer 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 his immediate supervisor and the Chief Probation Officer. The Chief Probation Officer 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 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. Probation Officers 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 probation officer's present job or for other reasons.

Whenever an opportunity for transfer occurs to an opening in other than a temporary situation, the Chief Probation Officer shall cause to be circulated among all the probation officers the name and nature of the opening as soon as possible after the Chief Probation Officer himself 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 Chief Probation Officer 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 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 Chief Probation Officer for the good of the office.

Section 3 - Consolidation or elimination of jobs

Should the Chief Probation Officer 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 2 weeks 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 Chief Probation Officer 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 XX - Announcement of Rule Changes

Affected probation officers shall be notified at least five days, if possible, in advance of any substantial change in a work rule. Changes will be discussed with these probation officers and also with the Association president upon his request.

Article XXI - Seniority

Each September 1st the Chief Probation Officer 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 XXII - 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 presentation of a letter of intent from the Chief Probation Officer 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 XXIII - Grievance Procedure

Section 1

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4; 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 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 Chief Probation Officer, 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 Chief Probation Officer, 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 Chief Probation Officer 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

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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, in which case the decision of the judge 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 Rule 1:34-4 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 union designated to represent the officer pursuant to this agreement. It is agreed that in case of a grievance against the Chief Probation Officer, 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. (N.J.S.A. 34:13A-5.3).

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 his right to submit the same grievance through his Association representative. The Chief Probation Officer will notify the president of the Association of all grievances so submitted by individual probation officers. The president of the Association or his designee will have the right to observe any meeting or hearing held under provisions of this section.

Section 4

The Association 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.

Article XXIV - Pledge Against Discrimination

The provisions of this agreement shall be applied equally

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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 XXV - 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 XXVI - 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 XXVII - 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.

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Article XXVIII - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1982 and shall remain in full force and effect until December 31, 1984. By mutual concurrence of the parties they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this agreement is required to be given at least 90 days prior to December 31, 1984.

In witness of this agreement, the parties to it have affixed their signatures on _____, 1982.

For the Judges:

J. C. Gaudin
Conde Ravanti

For the Association

Charles F. Linn
Mary J. Kudva

Robert J. Treacy

MEMORANDUM OF UNDERSTANDING

In an effort to alleviate two problems regarding the implementation of the 1982-1984 agreement between the Judges and the Probation Officers' Association of Bergen County, both parties agree to the following:

Item 1 - Promotional Adjustment

As a result of a change in the promotional policy occurring in 1979, five senior probation officers promoted to such title under a previous policy in 1976, possessing the same amount of departmental seniority as a probation officer who was promoted to a senior title in 1982, would be earning less salary than the more recently promoted officer.

To resolve this inequity, those five senior probation officers effected by the 1976 policy shall receive a one time salary adjustment of \$450 to be added to the officers' December 31, 1981 base salary in an effort to maintain parity. (see attached list)

Item 2 - Minimum Salary

The proposed contract for 1982 establishes that any probation officer hired after September 1, of the preceding year but, before January 1, of the new calendar year, shall be raised to the new minimum salary of \$11,900 established for the title of probation officer. Ruth Speigel, an investigator with the department for two years prior to 1982, is currently earning \$11,900. She was promoted to probation officer November 20, 1981 and maintained her current salary of \$11,900. Under the terms of the proposed agreement, she would not be entitled to any adjustment in 1982 since the new minimum is established at \$11,900.

To resolve this situation, Ruth Speigel shall receive, effective January 1, 1982, a salary adjustment of \$830 (7% of her current base) to be added to her December 31, 1981 base salary.

For the Judges

[Signature]
[Signature]
[Signature]

For the Association

[Signature]
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Senior Probation Officers
Entitled to a Promotional Adjustment

<u>Name</u>	<u>Adjustment</u>
J. M. Byra	\$450
M. A. Carri	450
D. Grieder	450
M. L. Kuhn	450
M. O'Neil	450