

Agreement made the 12th day of May, 1971

by and between the Judges of the County Court of Union County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Teamsters Union, Local 102, (hereinafter referred to as the "Union"). The parties to this Agreement agree to abide by all applicable laws and rules that have the force and effect of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex or national origin.

1. The Judges hereby recognize the Union pursuant to Laws 1962, Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Union 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:153-5, 7 and 9. 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, 1971, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:153-9, will be as follows:

January 1, 1971 - December 31, 1971

(*) SPECIAL SCHEDULE

PROBATION OFFICER

	<u>DOCTORAL'S SCHEDULE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORAL DEGREE</u>
MINIMUM	\$ 9,000	\$ 9,300	\$ 9,600
1ST STEP	9,500	9,800	10,100
2ND STEP	10,000	10,300	10,600
3RD STEP	10,500	10,800	11,100
4TH STEP	11,000	11,300	11,600
MAXIMUM	11,500	11,800	12,100

SENIOR PROBATION OFFICER

	<u>DOCTORAL'S SCHEDULE</u>	<u>MASTER'S DEGREE</u>	<u>DOCTORAL DEGREE</u>
MINIMUM	\$10,000	\$10,300	\$10,600
1ST STEP	10,500	10,800	11,100
2ND STEP	11,000	11,300	11,600
3RD STEP	11,500	11,800	12,100
4TH STEP	12,000	12,300	12,600
MAXIMUM	12,500	12,800	13,100

3. During the period of this agreement, any person receiving a "provisional or temporary" appointment as Probation Officer shall receive only the beginning salary established herein for this position while retaining such status.

4. During the period of this agreement, each person, who receives a "permanent appointment" as a Probation Officer shall

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... Civil Service list, shall receive the beginning salary as established herein for this position.

5. Adjustments in rates of pay:

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1 and June 30, shall receive their annual \$500.00 salary increments as of January 1, 1971.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their annual \$500.00 salary increments as of July 1, 1971.

6. The parties hereto are agreed in principle that the granting of educational salary awards is desirable and conducive to the progressive improvement of the Probation Department.

Subject to the authority of the Judges under U.S.S. 22100-3 and the Rules and Regulations of the Civil Service Commission

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and providing that said authority and Rules and Regulations do not prohibit the granting of additional salary awards based upon educational achievements, the parties hereto agree that any permanent officer who, during the term of this Agreement receives a Master's Degree or Doctoral Degree (and already possesses a Master's Degree in a field of study related to Probation work) with a major in a field of study related to Probation work, as determined by the Chief Probation Officer, may, upon submission of satisfactory evidence of such attainment to the Chief Probation Officer, be paid in accordance with the applicable schedule as set forth in 2 (a) above. The educational salary award, where granted, will be on a pro-rated basis and become effective and payable in the pay period of the month in which the degree is attained. In the case of those permanent officers who already hold on the effective date of this Agreement, the Master's Degree or Doctoral Degree as aforesaid, they may likewise be paid the educational salary award effective and payable from January 1, 1971 providing this provision shall become effective during the year of 1971. This award, where granted, shall be pro-rated.

These awards shall not be used in the computation of longevity payments.

The above provisions are effective providing they are not in violation of any statute, court rule or civil service regulation.

7. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of

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probationers, shall receive a meal allowance of \$3.00 for each such duty assignment.

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

9. Effective with the date this agreement is negotiated, officers in the aforesaid titles, who are involved in the process of report receiving in the Plainfield area, shall not be required to receive or transport monies being paid by persons under court order.

10. It is agreed that the Chief Probation Officer, as the representative of the Judges, and representatives of the Union shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

11. The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that whatever is such a practice does not disrupt the normal operations of the probation department.

12. Officers, who become ill while on vacation, shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

13. Officers, who exhaust their accrued sick leave credits during any illness, may request and shall be permitted

to absent and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

14. Time off with pay shall be provided Union stewards and other official representatives to handle employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 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.

15. 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 other 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.

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

17. When officers are required to remain on duty beyond the hours when the courts and the probation office are closed, the Chief Probation Officer is authorized to provide compensatory time off of an equivalent amount for those officers so affected. Such leave shall be granted when it will least affect the operations of the courts and the probation department.

19. A complaint or grievance of any officer in the above titles 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 13, before an appeal is taken to the County Court Judges. In using the grievance procedure established herewith, an employee is enabled at each Step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Union designated to represent him pursuant to this agreement.

19. The provisions of this agreement shall remain in effect until December 31, 1971, and by mutual concurrence of both parties, they may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least 60 days prior to the anniversary date. Should any provision be found in violation of any law or of any rule 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 15th day of July, 1971.

For the Employer:

For the Union:

John L. Ward
 J. L. Ward, J.C.C.

Anthony Mitchell, Jr.
 Anthony Mitchell, Jr.

Donald A. Aiken
 Donald A. Aiken, J.C.C.

R. J. Russo
 R. J. Russo

[Signature]
 [Signature], J.C.C.

Rudolph A. J. [Signature]
 Rudolph A. J. [Signature]

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Eddie [Signature]
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