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Bergen County Judges at the Superior Court

X 1982 - 1984

BERGEN COUNTY PRINCIPAL PROBATION OFFICERS

COLLECTIVE AGREEMENT

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X January 1, 1982 - December 31, 1984

Article I - Agreement

This agreement is entered into this day of _____, 1982 between the Assignment Judge for the Superior Court Judges of Bergen County, New Jersey (hereinafter referred to as the "Judge") and the Bergen County Principal 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 Principal Probation Officers I and Principal Probation Officers II, of the Bergen County Probation Department (hereinafter referred to collectively as "principal 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

Retroactive to January 1, 1982 the salary ranges for principal probation officers shall be established as follows:

	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$17,500	\$19,000
Maximum	\$27,900	\$29,050

Section 2

Retroactive to January 1, 1982 each Principal Probation Officer II shall receive a salary adjustment of

\$3,800 added to the officer's December 31, 1981 base salary. Each Principal Probation Officer I shall receive a salary adjustment of \$4,100 added to the officer's December 31, 1981 base salary.

Section 3

Effective January 1, 1983 the salary ranges for principal probation officers shall be established as follows:

	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$18,000	\$19,500
Maximum	\$30,300	\$31,650

Section 4

Effective January 1, 1983 each Principal Probation Officer II shall receive a salary adjustment of \$2,400 added to the officer's December 31, 1982 base salary. Each Principal Probation Officer I shall receive a salary adjustment of \$2,600 added to the officer's December 31, 1982 base salary.

Section 5

Effective January 1, 1984 the salary ranges for principal probation officers shall be established as follows:

	<u>Principal Probation Officer II</u>	<u>Principal Probation Officer I</u>
Minimum	\$18,500	\$20,000
Maximum	\$32,900	\$34,450

Section 6

Effective January 1, 1984 each Principal

Probation Officer 11 shall receive a salary adjustment of \$2,600 added to the officer's December 31, 1983 base pay. Each Principal Probation Officer 1 shall receive a salary adjustment of \$2,800 added to the officer's December 31, 1983 base pay.

Article IV - Promotional Increase

Each officer promoted to a principal probation officer title (I or 11) 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 principal probation officer when designated by the Chief Probation Officer to use the officer's private vehicle on probation department business shall be reimbursed at the mileage rate established in Section 2 below. Principal 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

Principal 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

Principal 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

Each principal 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 Judge or his designee shall be entitled to an annual award equal to the award provided to probation officers. 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 Chief Probation Officer.

Section 2

All principal 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

Principal 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 that being paid to probation officers. 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

Principal 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 principal probation officers. The optional longevity payment approach provided by the County shall be made available to the principal probation officers.

Article IX - Holidays

Section 1

Principal 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 principal 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 X - Vacation and Other Paid Leave Credits

Section 1

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

Section 2

The following number of days shall be made available to principal 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

Two days personal leave shall be granted to each principal probation officer, as needed for conducting personal business during each year of this agreement. This leave shall be non-cumulative. It shall be requested at least 24 hours in advance and approved by the Chief Probation Officer.

Article XI - 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 education or other reasonable purposes, and such leave may be extended or renewed for six months if circumstances so warrant.

Section 2

- a. Any request for a leave of absence shall be submitted in writing by the principal 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 principal 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. Principal probation officers shall continue to accrue seniority during any leave of absence granted under the provisions of this agreement. A principal 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 XII - Health and Welfare Benefits

Principal 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 medical health insurance plan, a non-contributory major medical insurance plan, a dental plan and a disability plan. Should the county provide any additional or new health and welfare benefits during the term of the agreement to county employees generally, Principal Probation Officers shall be entitled to receive them.

Article XIII - 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 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 principal probation officer and shall be deducted

by the next full pay period and each pay period thereafter from the pay of the principal 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 Treasurer of the Association within two (2) weeks following the end of a pay period. The Association shall notify the County of the name and address of the Treasurer.
- 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 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 principal probation officer.

Article XIV - Residency

Principal 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 XV - Personnel Files

Each principal 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 principal probation officer concerned.

The signature affixed by the principal probation officer to any document in such file shall not indicate in any way that the principal 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 principal 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 principal 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 XVI - 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 principal probation officers the name and nature of the opening, as soon as possible after the Chief Probation Officer himself becomes aware of it.

Any principal 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 Chief Probation Officer with a copy to the immediate supervisor. 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.

Section 2 - Transfers

Any principal 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. The statement shall be in writing and shall specify the reason for requesting the transfer. Principal 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 principal probation officers the name and nature of the opening as soon as possible after the Chief Probation Officer becomes aware of it.

If the Chief Probation Officer decides to transfer or relocate a principal probation officer involuntarily, he will give written notice of such transfer or relocation to the affected principal 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 good cause.

Section 3 - Layoffs & recalls

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

Article XVII - Announcement of Rule Changes

Affected principal 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 principal probation officers and also with the Association president upon his request.

Article XVIII - 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 principal 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 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 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.

Step 3

If either party is not satisfied with the decision of the Chief Probation Officer, 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. 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, a principal probation officer is entitled at each step to be represented by a bona fide member of the Association or an attorney 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 principal 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 principal probation officer filing such a grievance shall be listed thereon.

Section 3

An individual principal 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 principal probation officer thereby waives the right to submit the same grievance through the Association representative. The Chief Probation Officer will notify the president of the Association of all grievances so submitted by individual principal 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 XIX - Pledge Against Discrimination

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

Article XX - 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 XXI - 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 XXII - 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.

MEMO OF UNDERSTANDING

The parties to the 1982-1984 Bergen County Principal Probation Officers collective agreement acknowledge that the 1982 salary increase in Article III Section 1 is composed of an averaged 9% salary increase and an averaged 7% adjustment for the additional 2-1/2 hours per week office work required of the Principal Probation Officers by the Assignment Judge.

DATED: _____

5/4/82

FOR THE JUDGES

[Signature]

[Signature]

FOR THE ASSOCIATION

[Signature]

[Signature]

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

FOR THE JUDGES

James D. [unclear]
Al Gaeda

FOR THE ASSOCIATION

[unclear]
[unclear]
George E. Thompson
Joseph P. Schatt
Roy [unclear]
Jan M. Mackay