

2-0030

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Agreement made the 9th day of July 1970,
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"). ^{Probation Officers & Senior Probation Officers} 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
1968, 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:168-5, 7 and 8. The exclusion of Principal
Probation Officers from the provisions of this agreement is without
prejudice, pending a final determination of the question of whether
such supervisory employees may be represented in collective nego-
tiations by an employee organization that admits non-supervisory
personnel to membership.

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

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$8,500.00	\$11,000.00
Senior Probation Officer	\$9,500.00	\$12,000.00

- a. Within the above ranges, there will be five annual steps at increments of \$500.00 for Probation Officer and Senior Probation Officer respectively.

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

5. Each officer with permanent status in the aforelisted titles, who has not yet reached his maximum salary and who did not receive an increment on his anniversary date of January 1, 1970, (set pursuant to the contract that expired on December 31, 1969), shall, retroactive to that date, be raised in the new range to one step above the one he occupied in the old range in 1969, and shall be paid at that rate during the calendar year 1970.

6. Each officer with permanent status in the aforelisted titles, who has not yet reached his maximum salary and who did not receive an increment on his anniversary date of July 1, 1970, (set pursuant to the contract that expired on December 31, 1969), shall, retroactive to January 1, 1970, be raised in the new range to the same step he occupied in the old range in 1969, and shall be paid at

that rate up to and inclusive of June 30, 1970. On July 1, 1970, he shall be raised one step above his then existing step and shall be paid at that rate during the balance of calendar year 1970.

7. Each officer in the aforelisted titles, who has already reached his maximum salary for the position he now occupies, shall, retroactive to January 1, 1970, be advanced only to the new maximum established herein for his position and shall be paid at that rate during the calendar year 1970.

8. Retroactive to January 1, 1970, all officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$3.00 for each such duty assignment.

9. 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.

10. Effective with the date this agreement is negotiated, officers in the aforelisted 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.

11. 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.

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

13. 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.

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

15. 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.

16. 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.

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

18. 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.

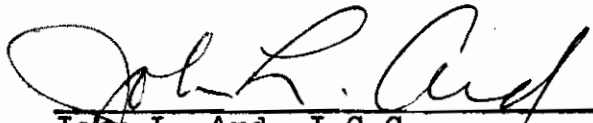
Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step #3, before an appeal is taken to the County Court Judges. In using the grievance procedure established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Union designated to represent him pursuant to this agreement.

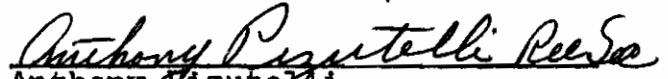
20. The provisions of this agreement shall remain in effect until December 31, 1970, and by mutual concurrence of both parties, they may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least 60 days prior to the anniversary 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 9th day of July 1970.


For the Judges:

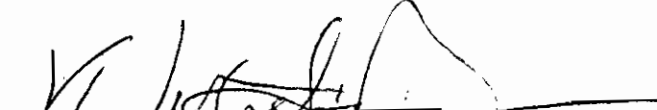
For the Union:


John L. Ard, J.C.C.


Anthony Pizutelli



Harold A. Ackerman, J.C.C.


John W. Ryan


V. William Di Buono, J.C.C.



Edward Walton


Nelson F. Stamler, J.C.C.


John J. Savage

Jacob L. Triarsi, J.C.C.

Norman Marasco


Wm. Fillmore Wood, J.C.C.


Joseph J. Murray