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THIS BOOK DOES
NOT CIRCULATE

EMPLOYMENT CONTRACT
BETWEEN
THE PASSAIC COUNTY COURT JUDGES
AND
THE PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS ASSOCIATION
FOR THE YEARS 1973, 1974 and 1975

AGREEMENT

Agreement made this *13th* day of *March*, 1973 by and between the Judges of the County Court of Passaic County, New Jersey, (hereinafter referred to as the "Judges") and the Passaic County Principal Probation Officers Association (hereinafter referred to as the "Association".)

RECOGNITION

The Judges hereby recognize the Association pursuant to Chapter 303 of the Laws of 1968 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of the Principal Probation Officers II and Principal Probation Officers I of the Passaic County Probation Department to negotiate matters relating to salaries and terms and conditions of employment under the authority of N.J.S.A. 2A:168-8, et.seq. for the period January 1, 1973 to January 1, 1976.

SALARIES

Effective January 1, 1973 and for the years; 1973, 1974 and 1975, the annual rates of pay for all the Principal Probation Officers II and Principal Probation Officers I to be promulgated by order of the Judges will be as is set forth on page 2 of this agreement.

<u>Title</u>	<u>Year</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Principal Probation Officer II	1973	11,850.	12,520.	13,190.	13,860.	14,530.	15,200.	
	1974	12,460.	13,140.	13,820.	14,500.	15,180.	15,860.	
	1975	13,100.	13,780.	14,460.	15,140.	15,820.	16,500.	17,180.
Principal Probation Officer I	1973	13,560.	14,265.	14,970.	15,675.	16,380.	17,085.	
	1974	14,250.	14,955.	15,660.	16,365.	17,070.	17,775.	
	1975	14,970.	15,675.	16,380.	17,085.	17,790.	18,495.	19,200.

The foregoing salary ranges are inclusive of the following annual increments for the titles as indicated:

	<u>1973</u>	<u>1974</u>	<u>1975</u>
Principal Probation Officer II	\$ 670.	680.	680.
Principal Probation Officer I	\$ 705.	705.	705.

In the application of the above salary ranges and annual increments:

- a. Each officer shall be placed on the step above the step occupied in the 1972 salary schedule.
- b. Officers in titles listed therein who have reached their maximum prior to January 1, 1973 shall be raised to the new maximum established.
- c. Provisional employees under Civil Service regulations shall remain in the same step as occupied in the 1972 schedule.
- d. Officers appointed to a higher title after January 1, 1972 shall receive an annual increment on the anniversary date of permanent appointment.

Nothing in this agreement shall be construed or interpreted to mean that increments cannot be withheld for cause.

The salary ranges provided in this contract for the calendar years 1974 and 1975 are based upon the expectation and assumption that the cost of living will continue to rise at a rate of more than 3% but not more than 7% per year.

If, therefore, the cost of living index for the twelve (12) months of 1973 indicates a rise of less than 3% or more than 7% as computed to the year 1972, the salary ranges provided in this contract for the year 1974 shall not take effect. In that event, if the rise in the cost of living index is less than 3%, the 1974 salary ranges shall be computed by applying the next higher full percentage figure to the 1973 salary ranges; and if the rise in the cost of living index is more than 7%, the 1974 salary ranges shall be computed by applying the next lower full percentage figure to the 1973 salary ranges.

If the cost of living index for the twelve (12) months of 1974 indicates a rise of less than 3% or more than 7% as compared to the year 1973, the salary ranges provided in this contract for the year 1975 shall not take effect. In that event, if the rise in the cost of living index is less than 3%, the 1975 salary ranges shall be computed by applying the next higher full percentage figure to the 1974 salary ranges; and if the rise in the cost of living index is more than 7%, the 1975 salary ranges shall be computed by applying the next lower full percentage figure to the 1974 salary ranges.

The term cost of living index as used in the contract means the U.S. Department of Labor cost of living index for the New York-Metropolitan region.

FINANCIAL AID FOR EDUCATIONAL PURPOSES

The parties are in agreement that the granting of financial assistance to permanent probation officers who pursue either advanced degrees or who take special courses related to their work is desirable and a contributing factor to improved and increased probation services. Accordingly, any Principal Probation Officer I and II will be entitled to financial reimbursement for any courses taken either at a graduate level or taken at an accredited school which directly relates to their work contingent upon the following conditions:

1. That they must receive a grade of "C" or better in order to receive some kind of reimbursement.
2. Requests must be submitted by the individual taking the course(s) for permission prior to his registering for the course. The Chief Probation Officer will recommend to the Passaic County Judges whether each individual request should be approved or disapproved and the decision of the Judges will be final.
3. If the courses are approved, it is with the understanding that the County will reimburse an individual for a maximum of six credits taken in any one semester or up to \$300. per semester.
4. Reimbursement will be contingent upon the fact that the individual is not receiving any tuition reimbursement from any other Governmental agency (i.e. LEAA) other than assistance from the Veteran's Administration.

5. Reimbursement will be made upon submission of a transcript of the grades of the courses as follows:

a. Period of reimbursement

- One half upon submission of the transcript
- Second half one year later.

b. Amount of reimbursement

- For an "A" or "B" grade, 80% of the tuition
- For a "C" grade, 50% of the tuition.

EDUCATIONAL AWARDS

The parties agree that the granting of educational awards is desirable and conducive to the progressive improvement of the Probation Department.

Any permanent officer who, during the term of this agreement, obtains a Law Degree from an accredited Law School or a Master's Degree from an accredited college or university with a major in Sociology, Criminology, Psychology, Social Studies, Social Work, Corrections or Public Administration or a related field of study related to probation as determined by the Chief Probation Officer and approved by the Judges, shall become entitled to an annual award of \$500. upon submission of satisfactory evidence of such attainment to the Chief Probation Officer. This cash award shall be paid in point of time in the same manner as the regular salary.

SUPPER ALLOWANCE

Probation Officers who are required to remain on duty in the office after the regular work day and through the supper hour shall be paid a supper allowance of \$4.00. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

USE OF PERSONAL VEHICLES

As authorized by N.J.S.A. 2A:168-8, an officer authorized by the Chief Probation Officer to use his private vehicle on Probation Department business shall be paid \$25.00 monthly or 12 cents per mile, whichever sum shall be greater. Officers

authorized to use their private vehicles shall keep monthly records specifying dates of use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer without regard to whether the officer is to be paid at the minimum \$25.00 monthly rate or on the basis of mileage traveled. Forms for this purpose will be furnished by the Chief Probation Officer.

Officers shall not be required to name the County of Passaic as a co-insured in their liability insurance coverage.

Officers authorized to use personal vehicles shall carry liability coverage for the use of their vehicle on Probation Department business covering bodily injury in the minimum of \$100,000. for each person and \$300,00. for each occurrence and property damage in the amount of \$25,000. for each occurrence. Departmental vehicles shall be used to transport probationers in custody.

This provision shall be effective from January 1, 1973 to January 1, 1974 notwithstanding that all other provisions of this agreement shall terminate on December 31, 1975.

In the event a major change of policy is adopted by the Board of Freeholders of Passaic County relative to compensation to be paid to county employees for the use of their personal vehicles on County business on or after January 1, 1973, the Judges agree to review this provision in light of such major change and determine whether or not there should be an equitable modification of payment for the use of officers' private vehicles on Probation Department business.

FRINGE BENEFITS

All officers shall continue to be provided with all fringe benefits presently granted to Passaic County employees generally which include:

a. Non-contributory Medical-Health Insurance Plan (i.e. State Plan for Blue Cross and Blue Shield Coverage.)

b. Non-contributory Major Medical Insurance Plan (i.e. Prudential Insurance Company policy.)

c. Non-contributory Life Insurance Plan (i.e. John Hancock Policy for \$2,000.)

d. Longevity Plan.

e. Three personal days.

f. One funeral day in conformity with the policy of the Board of Chosen Freeholders.

g. Sick Leave - fifteen (15) days per year on a cumulative basis.

h. Vacation periods - in the number of days prescribed by the Passaic County Board of Freeholders for all County employees for the year 1973.

It is agreed that in the event of the modifications or changes in benefits offered by the Board of Freeholders, Passaic County, to all County employees, during the term of this agreement, such modifications or changes shall apply to the Principal Probation Officers II and Principal Probation Officers I.

Unless prohibited by statute, Court Rules, Civil Service Rules and Procedures and other provisions having the force and effect of law, all provisional employees shall be entitled to the aforesaid fringe benefits.

SENIORITY

a. Seniority in title shall be determined by the length of employment an officer served commencing with the date of his permanent appointment in accordance with the rules and regulations of the Civil Service Commission.

b. The principle of seniority shall be given consideration in the choice and scheduling of vacation periods, provided its use does not seriously interfere with or disrupt the operation of the court and probation department.

GRIEVANCE PROCEDURE

a. All complaints by employees must first be made to the employee's immediate superior who must render a decision within a reasonable time, three working days if possible.

b. If the decision of the superior is not satisfactory to the employee, he will put his complaint in writing to the Chief Probation Officer. At this point it becomes a grievance and must receive acknowledgement within three working days and a decision within five (5) days thereafter.

c. If the employee is not satisfied with the decision of the Chief Probation Officer, or if no decision is rendered within the specified time, the employee may refer his grievance, in writing, to the appointing authority, in this case the County Court. The County Court Judges or a designated representative may hear the grievance and shall render a decision with reasonable promptness.

d. Protests concerning suspensions may be referred directly to the County Court without steps I and II.

e. Nothing herein 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.


f. In using the grievance procedure established herein, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this agreement.

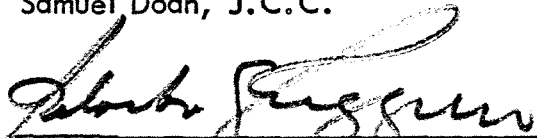
Should any provision be found in violation of any law or rule having the force or effect of law, all other provisions shall remain in effect for the duration of this agreement.


In witness whereof, the parties hereto have hereunto set their hands and seals this 13th day of March, 1973.


For the Judges:

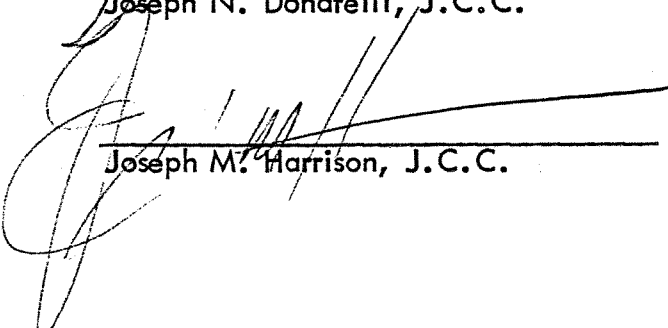

Peter Ciolino, Liaison


Samuel Doan, J.C.C.

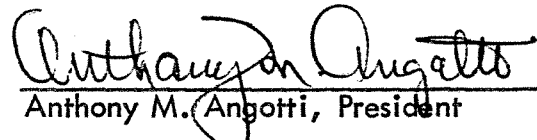

Salvatore J. Ruggiero, J.C.C.


William J. Woods, J.C.C.



Joseph N. Donatelli, J.C.C.


Joseph M. Harrison, J.C.C.

For the Association:


Anthony M. Angotti, President


Tyrone J. McGinnis, Chairman, Neg. Committee


Marie F. Keenan, Member Neg. Committee