

Contract no. 209

000
00100

OCT 24 1989

PASSAIC COUNTY
WILLIAM L. RATTI
LIBRARY CLERK
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

RUTGERS UNIVERSITY

1989-91 PASSAIC COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

TABLE OF CONTENTS

1989-91 Passaic County Probation Officers' Collective Agreement

<u>Number</u>	<u>Article</u>	<u>Page Number</u>
	Agreement	1
I	Recognition	1
II	Policy on Department of Personnel	1
III	Association Security	1
IV	Management Rights and Responsibilities	3
V	Grievance Procedure	3
VI	Salaries	5
VII	Holidays	5
VIII	Vacations	6
IX	Personal Leave Days	7
X	Leaves of Absence	7
XI	Sick Leave	8
XII	Tuition Reimbursement	8
XIII	Educational Awards	9
XIV	Training and Conference Attendance	10
XV	Supper Allowance	11
XVI	Automobile Allowance	11
XVII	On-Call Pay	12
XVIII	Longevity	12
XIX	Health and Welfare Benefits	12
XX	Work Rules	13
XXI	Performance Evaluation	13
XXII	Labor Management Meetings	13
XXIII	Employment Security	14
XXIV	Miscellaneous	14
XXV	Federal and State Laws - Severability	15
XXVI	Duration of Agreement	15
	Signature of Parties	16

AGREEMENT

This Agreement, made this 24th day of Oct., 1989, between the Judges of the Superior Court of the County of Passaic, hereinafter referred to as the "Judges" or "Employer," and the Passaic County Probation Officers' Association, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Judges and the Association recognize and declare that: the protection of the citizens of Passaic County and the provision of professional services to probationers are the principal goals of the Passaic County Probation Department; and

WHEREAS, the Judges and the Association have engaged in collective negotiations for the purpose of developing a contract covering wages and other terms and conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Judges and the Association hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Association as follows:

ARTICLE I - Recognition

The Judges hereby recognize the Association as the exclusive majority representative of all permanently employed probation officers and senior probation officers employed by the Passaic County Probation Department but excluding Principal Probation Officers II, Principal Probation Officers I, Assistant Chief Probation Officers, the Chief Probation Officer and all other employees of the Passaic County Probation Department to engage in collective negotiations.

ARTICLE II - Policy on Department of Personnel

The administrative and procedural provisions and controls of the New Jersey Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE III - Association Security

Section 1

Dues Check-Off - The Judges agree to direct the County to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed

upon between the Judges and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Chief Probation Officer as the agent of the Judges by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association on a monthly basis by the County Treasurer.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received by the Judges and the Association, and the filing of a Notice of Withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such Notice of Withdrawal is filed with the Judges and the Association.

Section 2

Bulletin Boards - The Judges shall permit the Association reasonable use of Bulletin Boards and other facilities for the posting of notices concerning Association business, activities and other matters dealing with the welfare of the employees covered under this Agreement in such an area as determined by the Chief Probation Officer as to be away from public scrutiny.

Section 3

Probation Officers' Rights - The Judges hereby agree that every probation officer shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Judges agree that they shall not directly or indirectly discourage or deprive or coerce any probation officer in the enjoyment of any rights conferred by applicable laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States; that they shall not discriminate against any probation officer with respect to any terms or conditions of employment by reason of their membership in the Association, participation in collective negotiations with the Judges, the institution of any grievance, complaint or proceeding under this Agreement or any other matter with respect to any term or condition of employment.

Section 4

Three (3) representatives of the Association shall be permitted time off without loss of pay to attend contract negotiation sessions with Representatives of the Passaic County Superior Court Judges when such activity is scheduled to be conducted during working hours. The Association agrees to process grievances during non-working hours except when such grievances are being appealed beyond the Chief Probation Officer or the Passaic County Superior Court Judges.

Section 5

Each probation officer shall have the right to inspect his personal/personnel file on reasonable notice, at reasonable times and in the presence of the Chief Probation Officer or his designee. The Judges agree to have the Chief Probation Officer notify the individual probation officer if any material derogatory to the officer is placed in his personal/personnel file.

Each probation officer shall be given an opportunity to respond to any derogatory material placed in his file.

Section 6

Except as expressly modified by the terms of this Agreement, the Judges agree that all rights, privileges, benefits and terms in condition of employment conferred upon or vested in the employees and the Association by law prior to the signing of this Agreement shall be maintained during the term of this Agreement.

ARTICLE IV - Management Rights and Responsibilities

Section 1

In order to effectively administer the affairs of the Probation Department and to properly serve the Public, the Court hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Probation Department in accordance with Court Rule 1:34-4;
2. To direct its working forces and operations;
3. To hire, promote and assign Officers;
4. To demote, suspend, discharge or otherwise take disciplinary action for just cause.

Section 2

The Courts' use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices, or the promulgation of rules and regulations in furtherance thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the Court Rules and Laws of New Jersey and of the United States.

ARTICLE V - Grievance Procedure

Section 1

A grievance is any complaint or dispute arising with respect to terms or conditions of employment, including any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed for the resolution of disputes.

Step 1

A grievance must be filed within twenty-five (25) calendar days of the event, the alleged infraction, or when the grievant or Association could reasonably have known of the alleged infraction. Grievances may be initiated by an individual employee or the Association, if so requested by the employee, to a grievant's immediate supervisor who shall render a written decision within three (3) working days, if possible, following receipt of the grievance.

Step 2

If the grievance is not resolved to the mutual satisfaction of both parties, or if the immediate supervisor fails to respond to the grievance within a reasonable time period, the grievance shall be reduced to writing and presented to the Chief Probation Officer for review and consideration within ten (10) working days of the response in Step 1 or the grievance shall be considered abandoned. The Chief Probation Officer shall render a written decision within five (5) working days thereafter.

Step 3

If the grievance is not resolved to the mutual satisfaction of both parties, or if the Chief Probation Officer fails to respond to the grievance within the aforementioned time period, within ten (10) working days of the decision at Step 2, the grievant or Association may utilize one of the following two options:

- (a) The officer may appeal to the Department of Personnel pursuant to any rights he may have under Title 11A and in accordance with the provisions of Article II of this Agreement.
- (b) The officer may appeal to the Superior Court Judges, in which case the Judges shall give the grievant and/or the Association written acknowledgment of receipt of the grievance and shall render a written decision within fifteen (15) working days following receipt of the grievance or a reasonable period of time as determined by the circumstances such as Court Recess and Summer Vacation.

If an appeal is not filed within the ten (10) working days of the decision at Step 2 as noted above, the grievance shall be considered abandoned.

Section 2

Nothing contained in this Article shall prevent, preclude or bar the Association or its members from pursuing any legal or equitable remedies which are or may be available for the alleged resolution or alleged breaches of contract. The time limits specified herein may be reduced or extended by the mutual written consent of the parties.

Section 3

In any matter which becomes the subject of a grievance under the provisions of this Article, an officer is entitled at each step of the procedure to representation from the Association at the point where Management notifies the officer of its intent to proceed with a disciplinary action.

ARTICLE VI - Salaries

Salaries for Probation Officers and Senior Probation Officers for the term of this Agreement shall be in accordance with Schedule A through Schedule E, which is attached hereto and incorporated herein by reference.

ARTICLE VII - 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
- 3rd Monday in JanuaryMartin Luther 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 Veterans' Day
- 4th Thursday in November.....Thanksgiving Day
- December 25th.....Christmas Day
- Good Friday, General Election Day and the day after Thanksgiving

Section 2

In the event that any of the aforementioned holidays fall on a Saturday, it shall be celebrated on the preceding Friday. In the event that any of the aforementioned holidays fall on a Sunday, it shall be celebrated the following Monday, provided the court is in recess. If the court is not in recess, each employee shall be granted a day in compensation therefore, during a future court recess or at such times as shall least inconvenience the work of the courts.

Section 3

In the event that the Board of Chosen Freeholders of the County of Passaic grants a "holiday" other than those provided by Statute, the Judges agree that said "holiday" or other day off shall be granted to the employees. If the court is not in recess on any of the days indicated in this Section, each employee shall be granted a day off in compensation therefore, during a future court recess in accordance with the needs of the department. In the event the Chief Justice declares a holiday for Judicial employees on the State payroll and the courts are in recess, the Assignment Judge may grant such time off to probation officers.

ARTICLE VIII - Vacations

Section 1

Employees covered by this Agreement shall be entitled to an annual vacation leave with pay according to the following schedule which shall be determined as of their dates of anniversary.

- (a) Less than one (1) year of service, one (1) day for each complete month of service.
- (b) Upon the completion of the first year of service and each year thereafter, twelve (12) working days.
- (c) Upon completion of the fifth year of service and each year thereafter, in addition to the aforesaid one (1) day per month, three (3) additional days will be added for a total of fifteen (15) days, effective immediately upon each employee's anniversary date.
- (d) Upon completion of the tenth year of service and each year thereafter, in addition to the aforesaid one (1) day per month, six (6) additional days will be added for a total of eighteen (18) days, effective immediately upon each employee's anniversary date.
- (e) Upon completion of the fifteenth year of service and each year thereafter, in addition to the aforesaid one (1) day per month, eight (8) additional days will be added for a total of twenty (20) days, effective immediately upon each employee's anniversary date.
- (f) Upon completion of the twentieth year of service and each year thereafter, in addition to the aforesaid one (1) day per month, ten (10) additional days will be added for a total of twenty-two (22) days, effective immediately upon each employee's anniversary date.

Section 2

Vacations shall be granted at the time requested by employees except that, if department needs mandate the limitation of the allocation of vacation time, the employee with the greater seniority shall be given preference in the selection of vacations. Requests for summer vacations will be submitted to the Chief Probation Officer by May 31.

Section 3

Vacations may be taken at any time during the year provided, however, that each employee shall have the option of taking his vacation in days or weeks or in any combination thereof when courts are in recess or at such times as shall least inconvenience the work of the courts. Vacation time may not be accumulated for more than two (2) years (e.g., 44 days maximum).

Section 4

In the event that a holiday or holidays fall during the time that an employee is on vacation, the employee's vacation shall be extended in order to compensate him for the holiday or holidays.

Section 5

In the event of the death of an employee who has accrued vacation time, payment for such accrued vacation days will be made to his estate. In the event an employee otherwise terminates his employment with Passaic County but has not utilized his accumulated vacation time, he shall receive payment for such upon termination of his employment.

ARTICLE IX - Personal Leave Days

In addition to any other leave or time off provided for in this Agreement, each employee shall be entitled to four (4) personal leave days annually without loss of pay. Personal leave days may, at the option of the employee, be taken in half days, if the Chief Probation Officer agrees. Reasonable advance notice must be given the Chief Probation Officer (except in the case of emergency) and such personal leave shall not be cumulative from year to year. Requests shall be reviewed and decided by the Chief Probation Officer in accordance with the needs of the department.

ARTICLE X - Leaves of Absence

Section 1

General - Except as expressly modified by the terms and provisions of this Agreement, each employee by this Agreement may be granted a Leave of Absence according to applicable Civil Service Statutes and rules for the State of New Jersey which were in effect at the time this Agreement was executed and which may be hereafter amended during the term of this Agreement.

Section 2

- (a) Bereavement Leave - All employees shall be allowed three (3) days bereavement leave for use in the event of death in the immediate family of the employee.
- (b) The immediate family is defined as the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or a member of the immediate household of the employee.
- (c) Every employee shall be allowed one (1) additional day for use in the event of death of the employee's husband, wife, son, daughter or parents.

Section 3

Criminal Justice Leave - A leave of absence for up to eighteen (18) months may be provided for any officer who accepts a position within the Passaic County Justice System subject to meeting the needs of the department at the time of the request. Such leave shall be within the sole discretion of the Superior Court Judges.

Section 4

Maternity Leave - The Judges may grant maternity leave to any probation officer upon request in accordance with the general county policy governing same.

ARTICLE XI - Sick Leave

Section 1

Each employee shall earn one and one-quarter (1 $\frac{1}{4}$) days sick leave for each month of service commencing with the employee's date of hire. All time for which an employee is credited with sick leave shall be considered as time worked.

Section 2

Employees shall be compensated in cash not to exceed \$12,000 for fifty per centum (50%) of accumulated unutilized sick time when they are permanently separated from employment as a result of retirement. Payment for unutilized sick leave shall be calculated at the employee's rate of pay which is in effect on the day immediately preceding the employee's retirement.

Section 3

In the event that an employee is injured in the line of duty, he shall be paid his full wages without loss of accumulated sick leave. However, any funds the employee receives on a Temporary Basis from workers compensation will be forwarded to the County Treasurer.

ARTICLE XII - Tuition Reimbursement

Section 1

It is agreed 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 Probation Officer and Senior Probation Officer will be entitled to financial reimbursement for any related or approved degree program courses which are necessary to fulfill the degree requirements, or special courses taken either at a graduate level or taken at an accredited school which directly relate to probation work contingent upon the following conditions:

1. Reimbursement will be provided for courses that are approved by the school to meet the minimum educational requirements set for the degrees specified in Article XIII of this agreement. Reimbursement for courses other than those that are degree required, i.e., elective courses or non-degree related courses, will be provided only if the courses are determined to be probation related.
2. That they must receive a grade of "C" or better in order to receive some kind of reimbursement.
3. 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 for reimbursement should be approved or disapproved and the decision of the Judges will be final.
4. If the courses are approved, it is with the understanding that the County will reimburse an individual for a maximum of six (6) credits taken in any one semester up to but not greater than \$400 per semester. A semester may include the summer session.
5. Reimbursement will be contingent upon the fact that the individual is not receiving any tuition reimbursement from any other Governmental Agency (i.e. L.E.A.A.) other than assistance from the Veterans Administration. Further, reimbursement received from the county shall represent the difference between that received from other sources and the maximum allowance of \$400. Proof of application and receipt or denial of funds from other sources must be submitted to the Chief Probation Officer prior to receiving any County funds. Reimbursement will be made upon submission of a transcript of the grades of the courses as follows:
 - (a) Period of reimbursement -
Full amount payable upon submission of the transcript.
 - (b) Amount of reimbursement -
For an "A" or "B" grade, 100% of tuition; for a "C" grade, 60% of the tuition.
6. Officers receiving benefits under this Article must continue their employment with the probation department for one year following receipt of the allowance (except where retirement occurs) or the funds shall be repaid through a deduction from the officer's paycheck upon termination of employment.

ARTICLE XIII - Educational Awards

Section 1

Effective January 1, 1981 and through the term of this agreement, any permanent officer who obtains or has obtained a Master's Degree from an accredited college or university with a major in Sociology, Criminology, Psychology, Social Studies, Social Work, Corrections, Public Administration or

Community Affairs or a 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 \$600 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 and shall continue to be paid to those officers whose degree has already been approved.

Section 2

Any person appointed to the entrance level Probation Officer position after January 1, 1981 and who is subsequently determined to be eligible for the cash education award pursuant to the provisions of this Article shall be entitled only to a single award (compared with an annual award) upon attainment of the appropriate degree. Other officers employed in the department upon termination of the old agreement on December 31, 1980 shall continue to be eligible for the annual award upon attainment of the appropriate degree.

Section 3

Officers receiving benefits under this Article must continue their employment with the probation department for one year following receipt of the award (except where retirement occurs) or the funds shall be repaid through a deduction from the officer's paycheck upon termination of employment.

ARTICLE XIV - Training and Conference Attendance

Section 1

Pursuant to the provisions of N.J.S.A.2A:168-8, probation officers may participate in work related conferences and training seminars. Requests for such attendance shall be submitted to the Vicinage Chief Probation Officer or Case Manager. Either the Vicinage Chief Probation Officer or the Superior Court Judges will determine applicability of the conferences or seminars and they will have the sole authority to approve or reject such requests.

Section 2

Reimbursement for attendance at approved training seminars and conferences, in accordance with county guidelines and in the absence of such will be in accordance with State of New Jersey Travel Regulations then in effect and pursuant to N.J.S.A. 2A:168-8. If lunch is not provided on training seminars and conferences, lunch allowance of up to \$6.00 will be provided with submission of receipt and authorization of the officer's immediate supervisor and the Chief Probation Officer or his deputy. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8. A review of training and conference attendances back to July 1, 1989 will be made and retroactive lunch payment will be made if this provision is applicable to the circumstances of the attendances.

ARTICLE XV - Supper Allowance

Section 1

Effective July 1, 1989, and retroactive to that date, probation officers who are required to remain on extended duty after the regular workday and through the supper hour, specifically beyond 5:30 p.m., shall be paid a supper allowance of up to \$8.00 with submission of a receipt, provided prior authorization is given by the officer's immediate supervisor and the Chief Probation Officer or his deputy. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A.2A:168-8.

Section 2

Effective July 1, 1989, and retroactive to that date, probation officers who are assigned to work from 1:00 p.m. to 8:30 p.m., (or a similar shift) on the days that they are so assigned, shall be paid a supper allowance of up to \$8.00 with submission of a receipt, provided proper authorization is given by the officer's immediate supervisor and the Chief Probation Officer or his deputy. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

ARTICLE XVI - Automobile Allowance

Section 1

As authorized by N.J.S.A.2A:168-8, an officer designated by the Chief Probation Officer to use his private vehicle on probation department business shall be reimbursed at the rate fixed by the county. 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. Officers shall be reimbursed for tolls, along with mileage and parking, if receipts are submitted with a voucher. Forms for these purposes will be furnished by the Chief Probation Officer.

Section 2

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, \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence. Departmental vehicles and not personal vehicles shall be used to transport probationers. Possession of the above coverage should be verified by submission of satisfactory proof to the Chief Probation Officer. Officers shall not be required to name the County of Passaic as a co-insured in their liability insurance coverage.

Section 3

Officers assigned to Criminal Case Manager's office will receive subsidized parking credit and the officers may apply that credit to the parking authority for premium parking.

ARTICLE XVII - On-Call Pay

Effective July 1, 1989, and retroactive to that date, each probation officer who is required to be on-call for twenty-four (24) hours per day for seven (7) days a week via the assignment of a paging device, shall receive additional compensation at a week rate of \$85, which compensation shall be in addition to the officer's regular pay, and shall not be added to the probation officer's base pay. Method of payment shall be by voucher.

ARTICLE XVIII - Longevity

In accordance with existing County Policy, each employee covered by this Agreement shall receive longevity service payments as follows:

Upon completion of	7 years of service and thereafter	-	2% base pay
	10 years of service and thereafter	-	4% base pay
	15 years of service and thereafter	-	6% base pay
	20 years of service and thereafter	-	8% base pay
	25 years of service and thereafter	-	10% base pay

ARTICLE XIX - Health and Welfare Benefits

Section 1

Probation officers covered by this Agreement shall continue to be provided with basic Health and Welfare benefits as presently granted to Passaic County employees generally. The benefits presently include:

1. Non-contributory Hospital and Medical Insurance Plan.
2. Non-contributory Major Medical Insurance Plan.
3. Non-contributory Life Insurance Plan (\$4,000).
4. Non-contributory Dental Plan for the Employee only.
5. Work related Injury Leave Plan.
6. Professional Liability coverage.
7. County Disability Plan.
8. Co-pay Prescription Drug Program.

If, during the term of this Agreement, Passaic County offers to its employees an additional or expanded Health and Welfare Benefits package, and such benefit(s) was not made available during negotiation of this Agreement, the Assignment Judge may grant, upon petition of the Probation Officers' Association, a reopening on this matter.

ARTICLE XX - Work Rules

Section 1

The Judges may, from time to time, establish and enforce reasonable and just rules and regulations in connection with its operation of the probation department and maintenance of discipline.

Section 2

It is understood and agreed that each employee shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of the department or other superiors. If any employee or employees believe a rule, regulation, instruction, order or decision of the department is unreasonable or unjust, the employee or employees shall comply with such rule, regulation, instruction, order or decision but that such employee or employees may regard the rule, regulation, instruction, order or decision as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Agreement.

Section 3

In the event of an investigatory interview that may lead to disciplinary action, an officer may be represented by the Association during the interview, if the officer requests such representation.

Section 4

In the event that disciplinary action is to be taken against a probation officer where such action is to result in a penalty of five (5) days' suspension or less, Civil Service procedure shall be followed.

ARTICLE XXI - Performance Evaluation

In the event that the Judges and the Chief Probation Officer determine to modify or amend the existing performance rating forms, it is agreed that the Association shall be given an opportunity to submit to the Chief Probation Officer its recommendations covering said performance ratings.

ARTICLE XXII - Labor Management Meetings

No more than four representatives of the Probation Officers' Association may twice annually request a Labor Management meeting with the Assignment Judge or his judicial designee to discuss issues of mutual interest and concern. Prior to scheduling Labor Management meetings the Association shall submit to the Vicinage Chief Probation Officer and Trial Court Administrator an agenda specifically listing subjects intended for discussion. No meeting shall be scheduled unless and until there is mutual agreement among the parties regarding the meeting's agenda. Although matters discussed may involve terms and conditions of employment, such discussions shall not be construed as a reopening of negotiations pursuant to Section 7 of Article XXIII.

ARTICLE XXIII - Employment Security

Section 1

It is agreed that no probation officer shall be required to perform on a regular basis any clerical, secretarial or custodial functions or to deliver mail or maintain county vehicles.

Section 2

Transfers - In the event that a vacancy occurs within the department or in the event that a new assignment is created, it is understood and agreed that the Chief Probation Officer has the sole right to make transfers and assignments and that the same is not subject to the grievance provisions of this Agreement. However, the Chief Probation Officer will, where feasible, arrange such assignments on a voluntary basis and will, if involuntary, give due regard to an officer's area of specialization, educational background, length of service to the department, personality, interests and performance. The Judges agree the Chief Probation Officer will notify all officers of vacancies and assignments as soon as they become known or available.

Section 3

Layoffs - In the event of layoffs, it shall be understood that all provisional employees will be laid off according to their date of appointment, starting with the most recently appointed. The layoff of all provisional employees shall precede the layoff of any permanently appointed personnel. In the event of layoffs of permanently appointed personnel, they shall be effected according to the respective dates of appointment as probation officers, the most recent appointee being laid off first, and then in accordance with inverse seniority. Seniority shall prevail when reemployment is effected.

ARTICLE XXIV - Miscellaneous

Section 1

All references to employees or probation officers in this Agreement designate both sexes and, wherever the male gender is used, it will be construed to include male and female employees, where appropriate.

Section 2

Seniority - Seniority shall be defined as the continuous, uninterrupted length of service since the date of hire. Seniority may be one of several factors to be considered by management in the assignment and reassignment of staff.

Section 3

The Judges agree not to enter into any other agreement or contract with employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees in writing to such an agreement or contract.

Section 4

It is agreed that pursuant to Court Rule 1:17 restrictions may be placed on an employee's right to hold part-time employment.

Section 5

During the term of this Agreement, no terms, provisions or obligations under this Agreement shall be affected, modified, altered, changed or eliminated in any respect by virtue of change in the management of the Passaic County Probation Department. It is hereby agreed that the terms of this Agreement shall be binding upon the successors or assignees of the respective parties.

Section 6

The Judges shall have the Chief Probation Officer furnish to each probation officer an administrative manual containing copies of all departmental rules, regulations, orders and instructions. Additionally, the Chief Probation Officer shall furnish said manual to each newly hired probation officer.

Section 7

This Agreement constitutes the final and complete understanding between the parties on all negotiatiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

Any prior agreements or memoranda regarding salary, benefits (financial or non-financial), hours or conditions of employment are superseded by this agreement and, if not incorporated herein, are of no force and effect.

ARTICLE XXV - Federal and State Laws - 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 the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the 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 thrity (30) days to renegotiate the item(s) so severed.

ARTICLE XXVI - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to July 1, 1989 and shall remain in full force and effect until June 30, 1991. Any increase in benefits and/or salary beyond the terms and duration of this agreement is subject to further negotiations. Unless specifically noted herein, all benefits are to remain unchanged beyond the expiration date of this Agreement during the process of negotiations.

Section 2

Should probation officers, who were employed in the Probation Department at the termination of the last labor agreement on June 30, 1989 continue working after July 1, 1991 without a new contract, they shall be entitled to an "increment" provided they are not at maximum in their respective range. Such increment shall be paid on either January 1 or July 1, based on a reversion to the original anniversary dates that existed prior to negotiation of the 1979-1980 labor agreement. This increment adjustment will become part of the final wage settlement agreed to by the parties for contract year 1991.

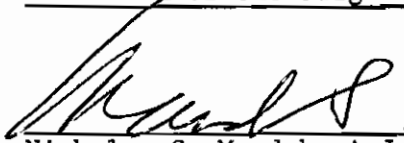
Section 3

Collective negotiations for a successor agreement shall commence on or about April 1, 1991 and shall be conducted in accordance with the then applicable rules or regulations of the Judiciary.


In witness of this Agreement, the parties to it have affixed their signatures this 24th day of Oct., 1989.


For the Judge

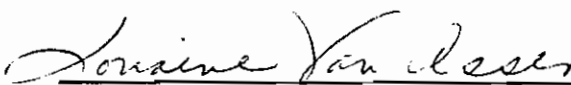
For the Association



Nicholas G. Mandak, A.J.S.C.







SCHEDULE A

Effective July 1, 1989 (and retroactive to that date), all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on June 30, 1989. Adjustments to each step are as reflected below:

RANGES EFFECTIVE JULY 1, 1989

<u>Steps</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
1.	\$22,884	\$29,177
2.	24,031	30,635
3.	25,167	31,934
4.	26,308	33,110
5.	27,470	34,349
6.	28,653	35,685
7.	29,854	36,880
8.	31,079	38,173
9.	32,323	---
10.	33,538	---

SCHEDULE B

Effective January 1, 1990, all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on December 31, 1989. Adjustments to each step are as reflected below:

RANGES EFFECTIVE JANUARY 1, 1990

<u>Steps</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
1.	\$23,571	\$30,052
2.	24,752	31,554
3.	25,922	32,892
4.	27,097	34,103
5.	28,294	35,379
6.	29,513	36,756
7.	30,750	37,986
8.	32,011	39,318
9.	33,293	---
10.	34,544	---

SCHEDULE C

Effective January 1, 1990, all Probation Officers and Senior Probation Officers shall receive a salary increase of \$1,000 to be added to their base salary in existence on January 1, 1990. Adjustments to each step are reflected below:

RANGES EFFECTIVE JANUARY 1, 1990

<u>Step</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
1.	\$24,571	\$31,052
2.	25,752	32,554
3.	26,922	33,892
4.	28,097	35,103
5.	29,294	36,379
6.	30,513	37,756
7.	31,750	38,986
8.	33,011	40,318
9.	34,293	---
10.	35,544	---

Effective January 1, 1990, hours of work for Probation Officers and Senior Probation Officers will be extended to 35 hours per week.

SCHEDULE D

Effective July 1, 1990, all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on January 1, 1990. Adjustments to each step are reflected below:

RANGES EFFECTIVE JULY 1, 1990

<u>Step</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
1.	\$25,308	\$31,984
2.	26,525	33,531
3.	27,730	34,909
4.	28,940	36,156
5.	30,173	37,470
6.	31,428	38,889
7.	32,703	40,156
8.	34,001	41,528
9.	35,322	---
10.	36,610	---

SCHEDULE E

Effective January 1, 1991, all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on July 31, 1990. Adjustments to each step are as reflected below:

RANGES EFFECTIVE JANUARY 1, 1991

<u>Steps</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
1.	\$26,067	\$32,944
2.	27,321	34,537
3.	28,562	35,956
4.	29,808	37,241
5.	31,078	38,594
6.	32,371	40,056
7.	33,684	41,361
8.	35,021	42,774
9.	36,382	44,178 (eff. 6/30/91)
10.	37,708	---

Section 5

Effective June 30, 1991, an additional step (Step 9) is added to the Senior Probation Officer's salary range. The amount of the increment on Schedule E, Step 9, is the average of Senior Probation Officers' increments on Schedule E. Senior Probation Officers who have been on Step 8 for a minimum of two (2) years on June 30, 1991, will receive an increment and move to Step 9 on July 1, 1991. Thereafter, the anniversary date of Senior Probation Officers who receive the Step 9 increment on July 1, 1991, will be July.

Section 6 - Increments

During the period of this Agreement, any probation officer who has not reached the maximum of his/her salary range shall receive an increment or his/her anniversary date (January or July) which will permit that officer to move to the next step of the salary scale for the appropriate year listed in Schedules A, B, C, D, E, and Section 5 above.

Section 7

Effective July 1, 1990, all Probation Officers and Senior Probation Officers assigned to the Division of Special Services will receive an annual award of \$300, conditioned upon their having been so assigned to the Division of Special Services for a full 12 months (i.e., since July 1, 1989); any officer assigned to said division for any part of the 12 month period noted above, will receive a pro rata share of the \$300 award. Method of payment will be by voucher. If, during the term of this Agreement, additional special assignments are made similar to the Division of Special Services assignment requiring, e.g., altered work hours, management agrees to consider that assignment for similar or comparable compensation.

Passaic County Probation Officers Association

128 MARKET STREET • PATERSON, N.J. 07606

September 20, 1989

TO: Mr. Richard Centanni, Trial Court Administrator

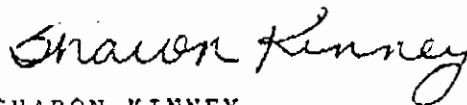
FROM: Passaic County Probation Officers Association

RE: Probation Fields

It is agreed that Probation Officers assigned to the Probation Fields project shall receive an additional duty stipend equal to 10% of his or her annual base salary. The duty stipend shall not be incorporated as part of any Probation Officers base salary. It shall be paid by dividing the stipend amount proportionally by the number of annual pay periods and adding that portion of the stipend to the Probation Officer's salary each pay period.

For the duration of this agreement and/or the Probation Fields Project, Probation officers shall receive the duty stipend. The stipend shall be calculated annually in the same manner as outlined in paragraph I.

For The Association



SHARON KINNEY
President, Passaic County
Probation Officers Association

Judiciary/County of Passaic

Understanding

At the request of the Judiciary, the administration of the County of Passaic was actively involved in the negotiations of the 1989-91 Passaic County Probation Officers' Agreement and, as a result, does not disagree with the terms contained therein.

For the County of Passaic


Nicola DiDonna
County Administrator

10-23-89.
Date


Richard M. Centanni, TCA

10/23/89
Date