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A G R E E M E N T

BETWEEN

THE PASSAIC COUNTY COURT JUDGES

AND

THE PASSAIC COUNTY PRINCIPAL PROBATION  
OFFICERS ASSOCIATION

76-78

ARTICLE 1: AGREEMENT

This agreement entered into this *9<sup>th</sup>* day of *March*, 1976, 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").

ARTICLE 2: RECOGNITION

The Judges hereby recognize the Association pursuant to N.J.S.A. 34:13A-5.3 Approved October 21, 1974 (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, 1976 to December 31, 1978.

ARTICLE 3: SALARIES

3.1 Effective January 1, 1976 and for the years 1976, 1977 and 1978, 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 shall be as set forth in Appendix A annexed hereto and made a part hereof.

3.2 During the term of this Agreement, increments to which the Principal Officers may become entitled to shall be awarded as follows:

3.2.1 All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1st of the contract year.

3.2.2 All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1st of the contract year.

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

	<u>1976</u>	<u>1977</u>	<u>1978</u>
Principal Probation Officer II	680	690	690
Principal Probation Officer I	705	715	715

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

3.4.1 Each officer not at maximum shall be placed on the step above the one occupied in the 1975 salary schedule. The same principle is applicable to the salaries to be paid in 1977 and 1978.

3.4.2 Officers in the above listed titles who are at maximum prior to January 1, 1976, are to be raised to the new maximum established for 1976.

3.4.3 Provisional officers under Civil Service regulations shall remain in the same step as occupied in 1975 schedule.

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

#### ARTICLE 4: SENIORITY

4.1 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.

4.2 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.

ARTICLE 5: 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:

5.1 That they must receive a grade of "C" or better in order to receive some kind of reimbursement.

5.2 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.

5.3 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 \$400 per semester.

5.4 Reimbursement will be contingent upon the fact that other than assistance from the Veteran's Administration:

5.4.1 The principal officer must first apply for tuition reimbursement from any other governmental agency (e.g. LEAA).

5.4.2 The maximum tuition reimbursement from the County will not exceed \$400 per semester over and above such other governmental reimbursement.

5.4.3 Proof must be submitted to the Chief Probation Officer of the tuition prior to receiving any County funds.

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

5.5.1 Period of reimbursement

- One half upon submission of the transcript,
- Second half six months later.

5.5.2 Amount of reimbursement

- For an "A" or "B" grade, 100% of the tuition,
- For a "C" grade, 60% of the tuition.

#### ARTICLE 6: EDUCATIONAL AWARDS

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

6.2 Any permanent officer who, during the term of this agreement, obtains a Law Degree from an accredited Law School or a Masters 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 regular salary.

ARTICLE 7: REIMBURSABLE COSTS

7.1 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 \$5.00. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

7.2 USE OF PERSONAL VEHICLES

7.2.1 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 .14 cents per mile. 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. Forms for this purpose will be furnished by the Chief Probation Officer.

7.2.2 Principal Probation Officers can receive reimbursement for tolls, along with mileage, and parking, if receipts are submitted with a voucher.

7.2.3 Officers shall be required to name the County of Passaic as a co-insured in their liability insurance coverage and file a copy of their insurance policy with the Chief Probation Officer.

7.2.4 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 \$300,000 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.

7.3 TRAINING AND CONFERENCE EXPENSES

7.3.1 Requests for attendance at training seminars and conferences will be submitted to the Chief Probation Officer.

7.3.2 Either the County Court Judges or if they so designate, the Chief Probation Officer will determine the applicability of all such training seminars and conferences and be the sole authority to approve such requests.

7.3.3 Reimbursement for such approved training seminars and conferences will be 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.

ARTICLE 8: FRINGE BENEFITS

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

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

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

8.1.3 Non-contributory Life Insurance Plan for \$4,000.

8.1.4 Longevity Plan.

8.1.5 Personal days.

8.1.6 Funeral days will be in conformity with the policy of the Board of Chosen Freeholders.

8.1.7 All holidays so designated by the County of Passaic as stipulated in the current county employee handbook shall be enjoyed by the Principal Probation Officers. If an extra

holiday is granted by the County, the Principal Probation Officers shall be entitled to same with the provision that if the Courts are not closed on the day the County closes, the Principal Officers shall be given a day off in lieu of this extra holiday. This section shall be in conformance with the provisions of Court Rule 1:30-3(d).

8.1.8 Sick leave and vacation period - in the number of days prescribed by the Passaic County Board of Freeholders for all County employees during the years covered by this Agreement.

8.2 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, except that no fringe benefits in effect at the beginning of this Agreement are to be reduced during the term of the Agreement.

8.3 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.

#### ARTICLE 9: PERSONNEL ASSIGNMENTS

9.1 Principal Probation Officers who are in charge of a division or section will be consulted by the Chief Probation Officer or his designee in the assignment of personnel within their respective divisions or sections.

9.2 Principal Probation Officers shall be given an opportunity to interview newly assigned personnel before the starting dates of the employee.



9.3 In all assignments, the final authority remains with the Chief Probation Officer or his designee.

ARTICLE 10: DAMAGE AND DESTRUCTION OF PERSONAL PROPERTY

10.1 The Chief Probation Officer shall recommend to the Judges that the cost for replacement or repair of articles destroyed or damaged as a result of the actions of a probationers (directly or indirectly) while a Principal Probation Officer is in performance of his duties, and said damage is not caused by the Principal Officer's negligence, shall be paid upon presentation of a receipt for the cost of replacement or repair of said article.

10.2 This Article is exclusive of automobile damages.

10.3 Consideration will be given to the depreciation of the involved article or articles.

10.4 An incident report shall accompany all claims.

10.5 If the Principal Officer has insurance coverage for damage and destruction, he or she must first file an insurance claim. This claim will then provide for the difference between what the Principal Officer received from the Insurance Company and what the County would provide if no insurance existed in accordance with Section 10.1 and 10.3.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 All complaints by employees must first be made to the employee's immediate superior who must render a decision within a reasonable time or no more than three working days if possible.

11.2 If the decision of the superior is not satisfactory to the employee who wishes to pursue the matter further, he shall put his complaint in writing to the Chief Probation Officer within five working days. At this point, it becomes a Grievance and the employee must be given a written acknowledgment within three working days and a decision from the Chief in writing, within five working days thereafter.

11.3 If the employee is not satisfied with the decision of the Chief Probation Officer and the employee wishes to pursue the grievance, or no decision is rendered by the Chief Probation Officer within the specified time, and the employee wishes to pursue his grievance, the employee may refer his grievance in writing to the Appointing Authority (i.e. the County Court Judges) for final determination. The County Court Judges may designate another person to hear and make recommendations for a decision which shall be rendered by the County Court Judges within thirty (30) days.

11.4 A Grievance concerning a suspension after it has been decided by the Chief Probation Officer may be referred directly to the County Court Judges or to Civil Service by the employee without proceeding through steps 11.1 and 11.2.

11.5 The employee also may refer his Grievance to Civil Service rather than the County Court Judges (as cited in paragraph 11.4 above), in accordance with Civil Service Rules and Regulations. However, this is a choice of law on the part of the employee bringing the Grievance and he may choose only one of the afore-said alternatives (i.e. County Court Judges or Civil Service).

11.6 In using the Grievance Procedure established herein, an employee is entitled to be represented by an attorney of his choosing or by a bona-fide member of the Principal Probation Officer's Association designated to represent him pursuant to this Agreement.

#### ARTICLE 12: MANAGEMENT RIGHTS AND RESPONSIBILITIES

12.1 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:

12.1.1 To manage and administer the affairs and operations of the Probation Department.

12.1.2 To direct its working forces and operations.

12.1.3 To hire, promote and assign Principal Officers.

12.1.4 To demote, suspend, discharge or otherwise take disciplinary action against "provisional or temporary" officers.

12.1.5 To demote, suspend, discharge or otherwise take disciplinary action for just cause in accordance with Rule 1:34-4 against "permanent" Principal Officers.

12.1.6 To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Probation Department. It is understood that such rules and regulations as ordered by Statute, Court Rule, or Court policy, may be instituted without prior notice and that regulations covering local working conditions will be instituted, insofar as possible (following the presentation of a Letter of Intent from the Chief Probation Officer to one of the Association Officers).

12.2 The Court's 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 thereof, and the exercise of discretion pursuant 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.

12.3 Nothing contained in this Agreement shall operate to deny to or restrict the Courts in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

ARTICLE 13: MISCELLANEOUS

13.1 Any provisions of this Agreement found to be invalid or illegal under applicable Court Rules, Civil Service Rules and Procedures or any other provisions having the force and effect of law shall be subject to renegotiation. Only those provisions in dispute shall be affected, all other terms and conditions herein agreed to shall remain in effect for the duration of this Agreement.

13.2 It is agreed that if the ultimate disposition of the pending Probation Officers' Association Law suit is such as to award compensation for the additional half hour per day now worked by the Principal Probation Officers of all titles, and if the disposition does not specify a money amount, the Judges will negotiate with the Association as to that amount.

13.3 Approximately one month prior to the court recess for Christmas and Easter, the Chief Probation Officer will meet with the Assistant Chief Probation Officers and shall review the past performance of all Principal Probation Officers.

13.3.1 Based on the Chiefs review, they shall decide which Principal Officers shall be entitled to time off during the court recess periods in recognition of the Principals extra effort.

13.3.2 The decision of the Chiefs shall be binding upon all members of the Association and no Principal Officer shall be entitled to file a grievance based upon the Chiefs decision.

APPENDIX A

	<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	1976	15,050	15,730	16,410	17,090	17,770	18,450	19,130
OFFICER II	1977	15,650	16,340	17,030	17,720	18,410	19,100	19,790
	1978	15,650	16,340	17,030	17,720	18,410	19,100	19,790
PRINCIPAL PROBATION	1976	17,110	17,815	18,520	19,225	19,930	20,635	21,340
OFFICER I	1977	17,710	18,425	19,140	19,855	20,570	21,285	22,000
	1978	17,710	18,425	19,140	19,855	20,570	21,285	22,000

ARTICLE 14: DURATION OF AGREEMENT

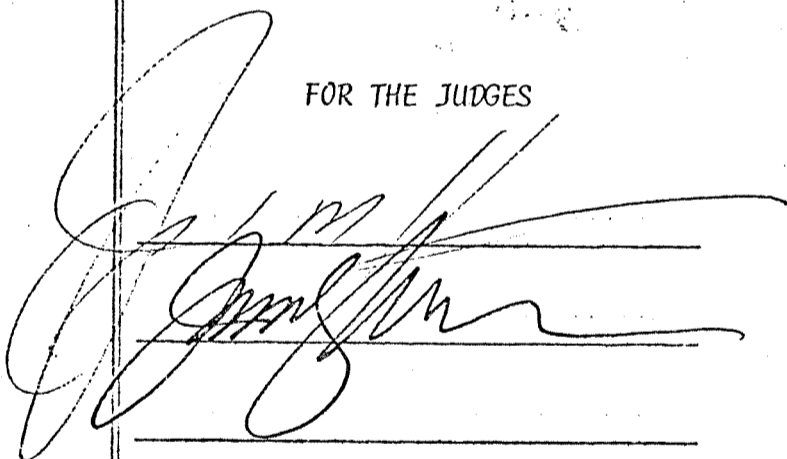
14.1 This Agreement shall become effective retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1978.

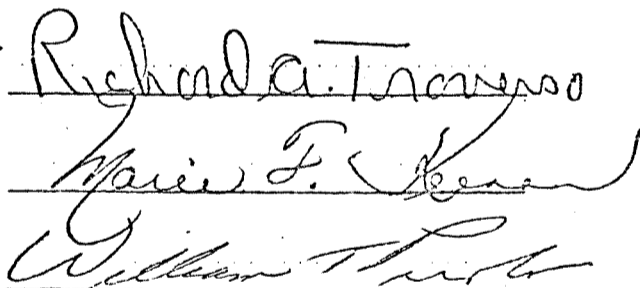
14.2 The Association reserves the right to re-open this Agreement for purposes of securing further economic adjustments for the third year of this Agreement with regard to Articles 3, 5, 6, and 7.

In witness whereof, the parties named in this Agreement set their hand and seals on this 9<sup>th</sup> day of MARCH, 1976.

FOR THE JUDGES

FOR THE ASSOCIATION





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