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**PASSAIC COUNTY
WILLIAM L. KATTAK
CLERK**

Passaic County Judge of the
County Court

Passaic County Probation Officers Assn.

1985-87 PASSAIC COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

10/3/85

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1985-87 Passaic County Probation Officers' Collective Agreement

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AGREEMENT

This Agreement, made this day of , 1985, 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 Civil Service

The administrative and procedural provisions and controls of Civil Service 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 Civil Service Commission pursuant to any rights he may have under Title XI, 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 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

ARTICLE VI - Salaries

Salaries for Probation Officers and Senior Probation Officers for the term of this Agreement shall be in accordance with Schedule A, 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
- January 15th.....Martin 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 and General Election Day

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.

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.

Section 4

Effective during 1986, Martin Luther King's Birthday holiday shall be celebrated on the 3rd Monday in January.

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 - Every employee covered by this Agreement shall be allowed one (1) day per year death leave for use in the event of death in the immediate family of the employee.
- (b) The immediate family, for the purpose of this section is defined as the employee's children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a member of the immediate household of the employee.
- (c) Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son, daughter, mother or father.
- (d) Death leave shall not be cumulative from year to year.

Section 3

Criminal Justice Leave - A leave of absence for up to one year may be provided for any Officer who accepts a position within the Passaic County Criminal 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 (fall or spring) up to but not greater than \$400 per semester. A semester shall not 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" grade, 100% of tuition; for a "B" grade, 80% 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. 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 will be subject to budget limitations, 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.

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.

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 reopener on this matter.

Section 2

Effective January 1, 1987 Probation Officers covered by this Agreement may participate in the county's prescription drug program which requires an employee co-pay contribution.

ARTICLE XIX - 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 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 XX - 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 XXI - 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 XXII - 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 XXIII - 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.

ARTICLE XV - Supper Allowance

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 \$7.00 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.

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 State Legislature. 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.

ARTICLE XVII - 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 XVIII - 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:

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 negotiable 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 XXIV - 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 so severed.

ARTICLE XXV - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1985 and shall remain in full force and effect until June 30, 1987. 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 Association members, who were employed in the Probation Department at the termination of the last labor agreement on December 31, 1984, continue working after June 30, 1987 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 1987. Persons appointed to the entrance level Probation Officer position after January 1, 1985 are not covered by this increment continuation provision; any salary increase to be received by these officers shall be based on negotiations for a successor agreement.

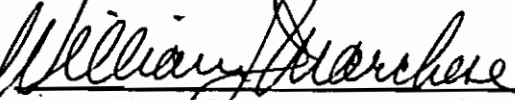
Section 3

Collective negotiations for a successor agreement shall commence on or about March 1, 1987 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 3rd day of Oct. , 1985.



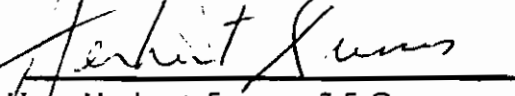
Hon. Nicholas G. Mandak, A.J.S.C.



Hon. William J. Marchese, J.S.C.




Hon. Adolph A. Romei, J.S.C.

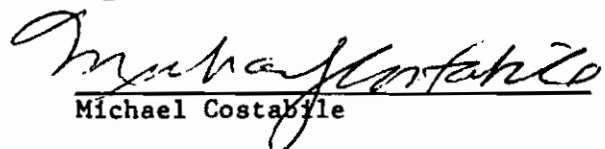


Hon. Herbert Susser, J.S.C.

For the Association



Terry Bogoras, President



Michael Costabile

SCHEDULE A

Section 1

Effective January 1, 1985 (and retroactive to that date), all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 4% of their base salary in existence on December 31, 1984. Adjustments to each step are as reflected below:

RANGES EFFECTIVE JANUARY 1, 1985

	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
<u>Steps</u>		
Minimum	\$17,540	\$22,363
1.	18,419	23,482
2.	19,290	24,478
3.	20,165	25,379
4.	21,055	26,329
5.	21,961	27,352
6.	22,883	28,267
7.	23,822	29,260
8.	24,776	---
9.	25,707	---

Section 2

Effective July 1, 1985, all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on June 30, 1985. Adjustments to each step are as reflected below:

RANGES EFFECTIVE JULY 1, 1985

	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
<u>Steps</u>		
Minimum	\$18,066	\$23,034
1.	18,972	24,186
2.	19,869	25,212
3.	20,770	26,140
4.	21,687	27,119
5.	22,620	28,173
6.	23,569	29,115
7.	24,537	30,138
8.	25,519	---
9.	26,478	---

Section 3

Effective January 1, or July 1, 1985 (and retroactive to that date), all Probation Officers and Senior Probation Officers so employed as of December 31, 1984 and not at the maximum step of their range shall be entitled to an "increment" as previously paid during the year and which will permit each officer to move to the next step in range towards maximum. Such increments shall apply only to those officers appointed to the entrance level position of Probation Officer prior to January 1, 1985.

Section 4

Effective January 1, 1986 all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on December 31, 1985. Adjustments to each step are reflected below:

RANGES EFFECTIVE JANUARY 1, 1986

	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
<u>Step</u>		
Minimum	\$18,608*	\$23,725*
1.	19,541	24,912
2.	20,465	25,968
3.	21,393	26,924
4.	22,338	27,933
5.	23,299	29,018
6.	24,276	29,988
7.	25,273	31,042
8.	26,285	---
9.	27,272	---

Section 5

Effective July 1, 1986 all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on June 30, 1986. Adjustments to each step are reflected below:

RANGES EFFECTIVE JULY 1, 1986

	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
<u>Step</u>		
Minimum	\$19,166*	\$24,437*
1.	20,177	25,659
2.	21,079	26,747
3.	22,035	27,732
4.	23,008	28,771
5.	23,998	29,889
6.	25,004	30,888
7.	26,031	31,973
8.	27,074	---
9.	28,090	---

Section 6

Effective January 1 or July 1, 1986, Probation Officers and Senior Probation Officers so employed as of December 31, 1985, and not at the maximum step of their salary range, shall be entitled to an "increment" which will permit each officer to move to the next step in range towards maximum. Payments made on either January 1 or July 1 are based on a return to the original anniversary dates that existed prior to the year 1980, and shall apply only to those officers appointed to the entrance level Probation Officer position prior to January 1, 1986.

*Entry level salary for all new individuals either hired or promoted into the Probation Officer or Senior Probation Officer position.

Section 7

Effective January 1, 1987 all Probation Officers and Senior Probation Officers shall receive a salary increase equivalent to 3% of their base salary in existence on December 31, 1986. Adjustments to each step are listed below:

RANGES EFFECTIVE JANUARY 1, 1987

<u>Step</u>	<u>PROBATION OFFICERS</u>	<u>SENIOR PROBATION OFFICERS</u>
Minimum	\$19,741	\$25,170
1.	20,731	26,429
2.	21,711	27,549
3.	22,696	28,564
4.	23,698	29,634
5.	24,718	30,786
6.	25,754	31,815
7.	26,812	32,932
8.	27,886	---
9.	28,933	---

Section 8

Effective January 1 or July 1, 1987, Probation Officers and Senior Probation Officers so employed as of December 31, 1986, and not at the maximum step of their salary range, shall be entitled to an "increment" which will permit each officer to move to the next step in range towards maximum. Payments made on either January 1 or July 1 are based on a return to the original anniversary dates that existed prior to the year 1980, and shall apply only to those officers appointed to the entrance level Probation Officer position prior to January 1, 1987.

August 30, 1985

TO: T. J. McGinnis, Chief Probation Officer
FROM: The Passaic County Probation Officers' Association
RE: "Probation Fields" Temporary Additional Duty Agreement

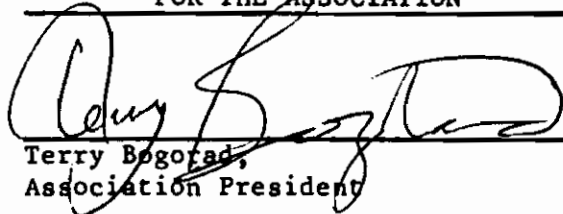
The Passaic County Probation Officers' Association acknowledges and agrees that effective upon the date of a probation officer's assignment to the Passaic Vicinage "Probation Fields" project, he/she shall receive a temporary additional duty stipend equal to 10% of his/her annual base salary. The temporary duty stipend shall not be incorporated as part of an officer's base salary and shall be paid out by dividing the stipend dollar amount proportionally by the number of annual pay periods and adding that portion of the stipend to the officer's salary each pay period.

Provided the "Probation Fields" project continues for the duration of this agreement, the temporary duty assignment stipend for probation officers assigned to the "Probation Fields" project shall be recalculated in the same manner as outlined in Paragraph 1 after each year's salary plan has been determined.

In the event a probation officer is reassigned from the "Probation Fields" project to regular probation duty, payment of the temporary additional duty stipend shall cease upon the date of reassignment.

10/3/85
Date

FOR THE ASSOCIATION


Terry Bogorad,
Association President



COUNTY OF PASSAIC

ADMINISTRATION BUILDING
317 PENNSYLVANIA AVENUE
PATERSON, NEW JERSEY 07503

(201) 881-4405

Nicola R. DiDonna
COUNTY ADMINISTRATOR

October 1, 1985

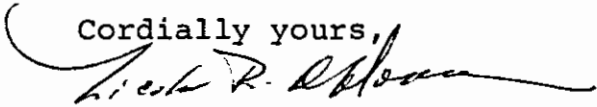
Richard Centanni
Court Administrator
Courthouse
Paterson, N.J. 07505

RE: PROBATION OFFICERS' COLLECTIVE AGREEMENT 1985-1987

Dear Mr. Centanni:

With the minor changes made by our Comptroller and relayed to you by telephone, I am forwarding, at your request, the final waiver for subject contract settlement.

Cordially yours,


NICOLA R. DI DONNA
COUNTY ADMINISTRATOR

NDD:maz

Enc.

cc: Hon. Nicholas G. Mandak, A.J.S.C.
Hon. William J. Marchese, J.S.C.
Hon. Adolph A. Romei, J.S.C.
Hon. Herbert Susser, J.S.C.
T. J. McGinnis, Chief Probation Officer
Joan Josephson, Chief Personnel Relations
Terry Bogorad, President, PO/SPO Assn.

RECEIVED

OCT - 2 1985

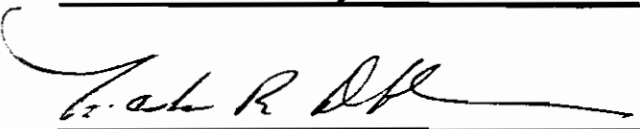
RICHARD M. CENTANNI
Court Administrator

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 1985-87 Passaic County Probation Officers' Agreement and as a result, do not disagree with the terms contained therein.

For the County of Passaic


10-1-85

Witnessed before me
this _____ day of
, 1985.


Richard M. Centanni, TCA

10/3/85