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1979-80 PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1/1/79 - 12/31/80

1979-1980 PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

Article I - Agreement

This agreement entered into this 29th day of Nov. 1979, by and between the Judges of the Superior 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 II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974, as amended 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:168-1.

Article III - Salaries

Section 1

Effective January 1, 1979, and retroactive to that date, each Principal Probation Officer shall receive a salary increase equivalent to 6% of their base salary in existence on December 31, 1978. Adjustments to each step are as reflected in Section 2.

Section 2

<u>Principal PO II</u>	<u>Principal PO I</u>
\$17,528 Minimum	\$19,824 Minimum
18,260	20,582
18,991	21,340
19,722	22,098
20,454	22,856
21,185	23,614
21,917 Maximum	24,372 Maximum

Section 3

Effective January 1, 1980, each Principal Probation Officer shall receive a salary increase equivalent to 5% of their base salary in existence on Dec. 31, 1979. Adjustments to each step are as reflected in Section 4.

Section 4

<u>Principal PO II</u>	<u>Principal PO I</u>
\$18,404 Minimum	\$20,815 Minimum
19,173	21,611
19,941	22,407
20,708	23,203
21,477	23,999
22,244	24,795
23,013 Maximum	25,591 Maximum

Section 5

Effective July 1, 1980, each Principal Probation Officer shall receive a further salary increase equivalent to 5% of their base salary in existence on June 30, 1980. Adjustments to each step are as reflected in Section 6.

Section 6

Effective July 1, 1980, salary ranges shall be as follows:

<u>Principal PO II</u>	<u>Principal PO I</u>
\$19,324 Minimum	\$21,856 Minimum
20,132	22,692
20,938	23,527
21,743	24,363
22,551	25,199
23,356	26,035
24,164 Maximum	26,871 Maximum

Section 7

If, during the term of this agreement, Probation Officers or Senior Probation Officers of the Passaic County Probation Department receive an "increment" in addition to a general salary increase through regular negotiations or resulting from the suit now pending in the Superior Court, then each Principal Probation Officer who was not at the maximum of his/her range in existence on December 31, 1978 shall be entitled to an "increment" which will permit that officer to move to the next step in range toward maximum. The incremental move, if approved, shall be made retroactive to the anniversary date already established for each officer (either January 1 or July 1) or as otherwise awarded to the Probation Officers and Senior Probation Officers. However, if no "increment" is awarded to Probation Officers and Senior Probation Officers, then no "increment" shall be awarded to Principal Probation Officers. The sole intent of this clause is to insure comparable treatment of both associations during the two year term of this agreement.

Article IV - Longevity

Section 1

Principal Probation Officers shall receive longevity

payments as are granted to Passaic County employees generally. Currently those payments are as follows:

Upon completion of 7 yrs. to 10 yrs. service - 2% base salary
10 yrs. to 15 yrs. service - 4% base salary
15 yrs. to 20 yrs. service - 6% base salary
20 yrs. to 25 yrs. service - 8% base salary
25 yrs. or more service - 10% base salary

Section 2

If, during the period of this Agreement, the county grants to its employees generally any increase in longevity payments, such increase shall simultaneously be granted to Principal Probation Officers

Article V - Automobile Allowance

Section 1

As authorized by N.J.S. 2A:168-8, a Principal Probation Officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the rate of 16¢ per mile effective on the date this agreement is signed. If, during the period of this agreement, the state rate is increased beyond 16¢, then the rate shall simultaneously be increased for Principal Probation Officers.

Section 2

Principal Probation Officers shall also receive reimbursement for tolls and parking expenses when their vehicles are used for business purposes, with the submission of itemized receipts covering same.

Section 3

Officers authorized to use their private vehicles on departmental business shall carry liability coverage in the amount of \$100,000 for bodily injury for each person, \$300,000 for each occurrence and \$25,000 in property damage. Probationers in custody shall not be transported in private vehicles.

Section 4

Officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer on forms provided to them for this purpose.

Article VI - Meal Allowance

Section 1

Effective January 1, 1979, officers who are required to remain on duty through the supper hour, specifically beyond 5:30 P.M., shall be entitled to receive a meal allowance of \$5.00 in accordance with the provisions of N.J.S. 2A:168-8, upon submission of a voucher.

Section 2

Effective January 1, 1980, the meal allowance shall be raised to \$7.00.

Article VII - Tuition Reimbursement

Section 1

The parties agree that the granting of financial assistance to Principal 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 officer beginning January 1, 1979 will be entitled to financial reimbursement for courses taken at an accredited college or university that directly relate to their work contingent upon the following conditions:

1. A grade of "C" or better must be achieved in order to receive some kind of reimbursement.
2. A request for reimbursement must be submitted by the individual taking the course(s) prior to registration for the course. The Chief Probation Officer will recommend to the Superior Court Judges whether a request should be approved or disapproved and the decision of the Judges will be final.
3. If approval is granted, reimbursement shall be made only for a maximum of six credits or up to \$425 in any semester. Reimbursement will be contingent upon the fact that other than assistance from the Veterans' Administration the officer will first apply for tuition reimbursement from any other governmental agency (e.g. LEAA).

Further reimbursement received from the county shall represent the difference between that received from other sources and the maximum allowance of \$425. 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.

4. Reimbursement will be made upon submission of a transcript of the grades of the courses as follows:
 - (a) Period of reimbursement - Full amount is payable upon submission of the transcript.
 - (b) Amount of reimbursement - For an "A" or "B" grade, 100% of the tuition. For a "C" grade, 60% of the tuition.

ARTICLE VIII - Educational Awards

Section 1

Effective January 1, 1979 and through the term of this agreement, any Principal Probation Officer who obtains a Law Degree from an accredited Law School or a Masters Degree from an accredited college or university with a major in Criminology, Criminal Justice, Corrections, Psychology, Public Administration, Sociology, Social Studies, Social Work or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to receive 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 regular salary.

ARTICLE IX - Training and Conference Expenses

Section 1

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

Section 2

Reimbursement for attendance at approved training seminars and conferences will be made 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. 2A:168-8.

Article X - Vacation and Other Leave Credits

Section 1:

Principal Probation Officers shall receive the same Personal Leave, Sick Leave and Vacation credits as are provided generally to other employees of the county. If, during the period of this agreement, the county increases the aforementioned benefits for county employees generally, they shall simultaneously be applied to Principal Probation Officers.

Section 2

Principal Probation Officers shall receive the following non-accumulative Funeral Leave credits:

1. One day per year for use in event of death in immediate family, consisting of brothers, sisters, mother/father-in-law, sister and brother-in-law and members of immediate household of officer.
2. Two days are to be granted for use in event of death of officer's husband or wife, children or parents.

Article XI - Holidays

Section 1

Principal Probation Officers shall be entitled to all legal holidays and other such days off as shall be determined by the judiciary. Pursuant to N.J.S. 36:1-1, these legal holidays shall include:

January 1	New Year's Day
January 15	Martin Luther King's Birthday
February 12	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 11	Armistice or Veterans' Day
4th Thursday in November	Thanksgiving Day
December 25	Christmas Day
Good Friday and General Election Day	

Section 2

If an extra holiday is provided to county employees generally, Principal Probation Officers shall be entitled to the same with the provision that, if courts are not closed on the day the county closes, officers shall be given a day off in lieu of this extra holiday.

Section 3

If officers are required to work on any of the state designated holidays or on any other day off granted by the judiciary the officer shall be granted an equivalent amount of time off.

Section 4

Whenever a state designated holiday falls on a Sunday, the succeeding Monday shall be observed as a holiday.

Article XII - Seniority

Section 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 Civil Service Rules.

Section 2

Seniority shall be used to determine the choice and scheduling of vacation periods, provided such consideration does not disrupt the operations of the courts and the probation department.

Section 3

Seniority shall be given consideration as one of several factors to be used in the making of duty assignments.

Article XIII - Health and Welfare Benefits

Section 1

Principal Probation Officers shall continue to be provided with all health and welfare benefits granted to county employees generally. The benefits include, but are not limited to, the following:

1. Non-contributory Hospital and Medical Insurance Plan (Blue Cross/Blue Shield)
2. Non-contributory Major Medical Insurance Plan (Prudential Insurance Co. Policy)
3. Non-contributory Life Insurance Plan (\$4,000)
4. Non-contributory Dental Plan for the Employee Only.

Section 2

If, during the period covered by this Agreement, the county grants to its employees generally any additional health and welfare benefits, such as an optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to Principal Probation Officers.

Article XIV - Personnel Assignments

Section 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.

Section 2

Principal Probation Officers shall be given an opportunity to interview newly assigned personnel before the starting dates of the employee; however, in all assignments, the final authority remains with the Chief Probation Officer or his designee.

Article XV - 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;

2. To direct its working forces and operations;
3. To hire, promote and assign Principal Officers;
4. To demote, suspend, discharge or otherwise take disciplinary action against "provisional or temporary" officers;
5. To demote, suspend, discharge or otherwise take disciplinary action for just cause in accordance with Rule 1:34-4 against "permanent" Principal Officers;
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).

Section 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 conforms to the Court Rules and laws of New Jersey and of the United States.

Section 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.

XVI - Miscellaneous

Section 1

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.

1. Based on the Chief's review, they shall decide which Principal Officers shall be entitled to time off during the court recess periods in recognition of the Principal's extra effort.
2. The decision of the Chiefs shall be binding upon all members of the Association. However, any officer who is denied such consideration as provided for above may seek reconsideration of that decision for just cause.

Article XVII - Dues Deduction

Upon written authorization from each officer and in conformance with the provisions of N.J.S.A. 52:14-15.9(e), the Judges agree to have deducted from the salaries of officers who authorize it membership dues that are fixed by the Association. Such deductions shall be transmitted to the President of the Association.

Article XVIII - Grievance Procedure

As authorized by N.J.S.A. 34:13-A5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 9:12-5.4, the parties agree that a complaint or grievance of any principal probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the principal probation officer's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limits in this step may be extended by mutual consent;

Step 3

If the aggrieved principal probation officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following two options for a final determination of the grievance:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency, provided that the Commission agrees to hear the case;
- (b) He may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered within 30 working days. The Judges may designate a representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

Article XIX - Savings Clause

Should any article, section, or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

Article XX - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable 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 superceded by this agreement and if not incorporated herein, are of no force and effect.

Article XXI - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1979 and shall remain in full force and effect until December 31, 1980. By mutual concurrence of the parties, they may be continued for an additional time period.

Any increase in benefits and/or salary beyond the terms and duration of this agreement are subject to further negotiations. Unless specifically noted herein, all benefits are to remain unchanged beyond the expiration date of this agreement.

Should Association members continue working after December 31, 1980 without a new contract, they shall not be entitled to any increments for any year after December 31, 1980 except to the extent that the same may be negotiated and agreed upon in any new contract.

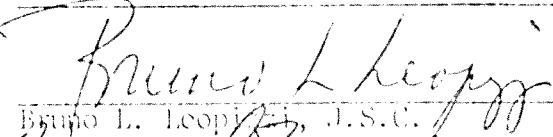
Section 2


A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1980.

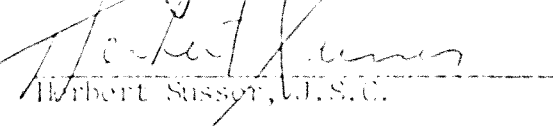
In witness to this agreement, the parties to it have affixed their signatures this 29th day of Nov. 1979.

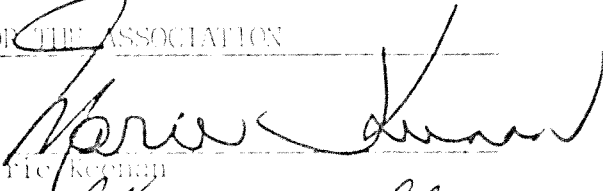
FOR THE JUDGES


FOR THE ASSOCIATION



 Bruno L. Leopizzi, J.S.C.

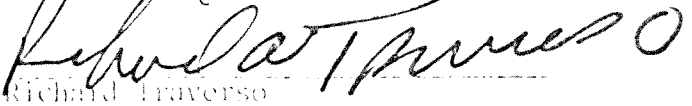

 William G. Marchese, J.S.C.


 Herbert Sussor, J.S.C.


 Marie Kerman


 George Cerro


 Patricia Hall


 Richard Traverso