

Passaic County Judges of the Superior Court
and
Principal Probation Officers Assn.

1985-87 PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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JUN 27 1985
PASSAIC COUNTY
WILLIAM L. KATTAK
CLERK

X January 1, 1985. December 31, 1987

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1985-87 Passaic County Principal Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement entered into this _____ day of _____, 1985, 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 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 pursuant to the provisions of N.J.S.A. 2A:168-1, et seq.

ARTICLE III - 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 the administration of the courts.

ARTICLE IV - Salaries

Section 1

Effective January 1, 1985, and retroactive to that date, salary ranges for Principal Probation Officers II and I shall be fixed as follows:

<u>Principal Probation Officer II</u>		<u>Principal Probation Officer I</u>	
Minimum	\$26,448	Minimum	\$29,914
Maximum	33,074	Maximum	36,779

Section 2

Effective January 1, 1985, and retroactive to that date, Principal Probation Officers shall receive a base salary increase equal to 5.9% of their base salary in existence on December 31, 1984. The 1985 salary ranges are reflected in detail on Schedule A attached hereto.

Section 3

Effective January 1, 1986, salary ranges for Principal Probation Officers II and I shall be fixed as follows:

Principal Probation Officer II

Minimum \$27,241
Maximum 34,066

Principal Probation Officer I

Minimum \$30,811
Maximum 37,882

Section 4

Effective January 1, 1986, Principal Probation Officers shall receive a base salary increase equivalent to 3% of their base salary in existence on December 31, 1985. The January 1986 salary ranges are reflected in detail on Schedule B attached hereto.

Section 5

Effective July 1, 1986, salary ranges for Principal Probation Officers II and I shall be fixed as follows:

Principal Probation Officer II

Minimum \$28,794
Maximum 36,008

Principal Probation Officer I

Minimum \$32,567
Maximum 40,041

Section 6

Effective July 1, 1986, Principal Probation Officers shall receive a base salary increase equal to 5.7% of their base salary in existence on June 30, 1986. The July 1986 salary ranges are reflected in detail on Schedule C attached hereto.

Section 7

During the period of this Agreement, any Principal Probation Officer who has not reached the maximum of his/her salary range shall receive an increment on 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 on Schedules A, B, and C attached hereto.

ARTICLE V - 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 VI - Automobile Allowance

Section 1

As authorized by N.J.S.A. 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 fixed by the State Legislature.

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 VII - Meal Allowance

Section 1

Effective January 1, 1985, and retroactive to that date, 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 \$7.00 in accordance with the provisions of N.J.S.A. 2A:168-8, upon submission of a voucher.

ARTICLE VIII - Tuition Reimbursement

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, 1983 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. 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 VIII, Section 1, 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. A grade of "C" or better must be achieved in order to receive some kind of reimbursement.
3. 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.
4. If approval is granted, reimbursement shall be made only for a maximum of six credits or up to \$360 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 established to provide such assistance.

Further, reimbursement received from the county shall represent the difference between that received from other sources and the maximum allowance of \$360. 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.

5. 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" grade, 100% of the tuition; for a "B" grade, 80% of the 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 IX - Educational Awards

Section 1

Effective January 1, 1985, and retroactive to that date, and through the term of this Agreement, any Principal Probation Officer who obtains a Master's 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 the regular salary.

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 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 hired after January 1, 1981 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 X - Training and Conference Expenses

Section 1

Pursuant to the provisions of N.J.S.A. 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 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.

ARTICLE XI - Vacation and Other Leave Credits

Section 1

Principal Probation Officers shall receive 4 days Personal Leave. Sick Leave and Vacation credits shall be the same as are provided generally to other employees of the county effective on the date this Agreement is signed. If, during the period of this Agreement, the county increases the aforementioned sick leave and vacation benefits for county employees generally, they shall simultaneously be applied to Principal Probation Officers.

Section 2

Principal Probation Officers shall receive the following non-cumulative 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 XII - 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.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

Effective January 1986, the Martin Luther King's Birthday holiday listed in Section 1 shall be celebrated on the 3rd Monday in January.

Section 3

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

Section 4

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 5

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

ARTICLE XIII - 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 XIV - 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, not to include a pre-paid Drug 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.

If, during the term of this Agreement, Passaic County offers to its employees an additional or expanded Health & Welfare Benefits package, and such benefit 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

The parties understand and agree that the program described in Section 1 of this Article specifically excludes prescription drug coverage based upon the negotiated settlement.

ARTICLE XV - 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 XVI - 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.

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 Court in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

ARTICLE XVII - Health and Safety

The Judiciary will continue to make all reasonable efforts to provide for the safety and health of its employees during the hours of their employment subject to the understanding by all parties that some conditions in the building housing the probation department and the court complex are beyond judicial control.

The Judiciary further agrees to comply with those provisions of N.J.S.A. 34:6A-25 et seq. within its exclusive control and not in conflict with judicial policy when that law becomes operative with regard to local government employers.

ARTICLE XVIII - 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 its membership dues that are fixed by the Association. Such deductions shall be transmitted to the President of the Association.

ARTICLE XIX - 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

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. 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, the grievant may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission pursuant to any rights he/she may have under Title 11, and subject to the policy on Civil Service as provided for in Article III 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.

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.

ARTICLE XX - 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 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 30 days to renegotiate the item so severed.

ARTICLE XXI - 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 superseded by this Agreement and, if not incorporated herein, are of no force and effect.

ARTICLE XXVII - Duration of Contract

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. 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.

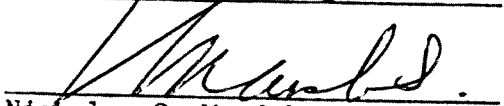
Should Association members, who were employed in the probation department at the termination of the labor agreement on June 30, 1987, continue working after June 30, 1987 without a new contract, they shall be entitled to an "increment" provided they are not at maximum in their respective range. Such 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 1979-80 labor agreement. This increment adjustment will become part of the final wage settlement agreed to by the parties for calendar year 1987. Persons appointed to the entrance level Probation Officer position after January 1, 1981 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.

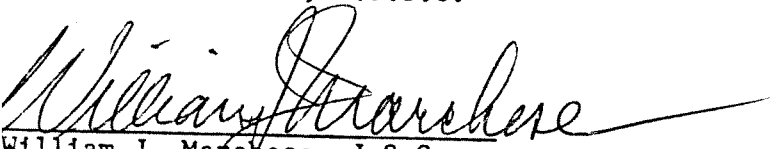
Section 2

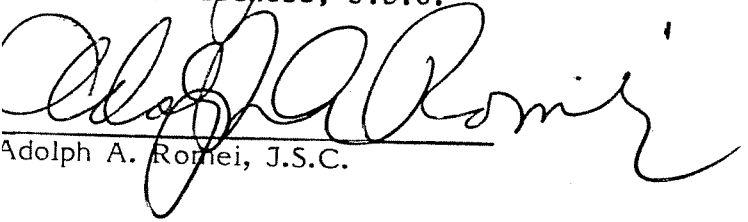
A written notice to terminate or modify this contract is required to be given at least 60 days prior to June 30, 1987.

In witness to this Agreement, the parties to it have affixed their signatures this 27th day of Jun., 1985.

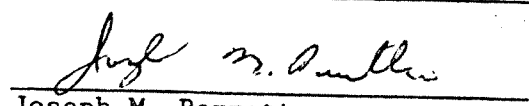
For the Judges

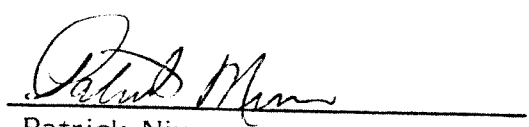

Nicholas G. Mandak, A.J.S.C.


William J. Marchese, J.S.C.


Adolph A. Romei, J.S.C.

For the Association


Joseph M. Porretta


Patrick Niven

1985-87 PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

SCHEDULE A - 1985 SALARY RANGES

<u>PPO I</u>		<u>PPO II</u>
\$29,914	MINIMUM	\$26,448
31,059	STEP 1	27,555
32,201	STEP 2	28,657
33,346	STEP 3	29,758
34,409 - 34,490	STEP 4	30,866
35,634	STEP 5	31,967
36,779	MAXIMUM	33,074

SCHEDULE B - 1986 SALARY RANGES (JANUARY)

<u>PPO I</u>		<u>PPO II</u>
\$30,811	MINIMUM	\$27,241
31,990	STEP 1	28,381
33,167	STEP 2	29,517
34,346	STEP 3	30,651
35,441	STEP 4	31,791
36,703	STEP 5	32,926
37,882	MAXIMUM	34,066

SCHEDULE C - 1986 SALARY RANGES (JULY)

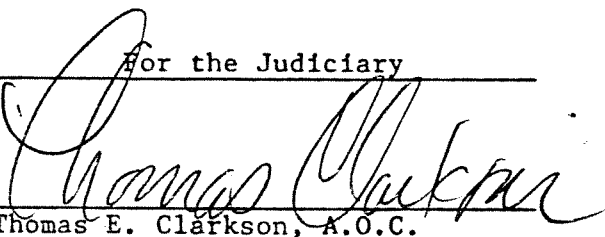
<u>PPO I</u>		<u>PPO II</u>
\$32,567	MINIMUM	\$28,793
33,813	STEP 1	29,999
35,058	STEP 2	31,199
36,304	STEP 3	32,398
37,461	STEP 4	33,603
38,795	STEP 5	34,802
40,041	MAXIMUM	36,008

Memo of Understanding

The undersigned parties acknowledge that on the date of the signing of the Passaic County Principal Probation Officers' Agreement the effective costs associated with implementing Article III (Salaries) for employees covered by the Agreement is equivalent to a 6% increase in each of calendar years 1985 and 1986.

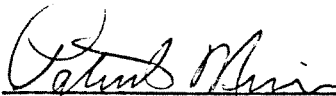
The total effective costs associated with implementing Article III for the full 30 months of this Agreement is equivalent to a 15% increase to negotiations unit base salaries.

For the Judiciary


Thomas E. Clarkson, A.O.C.

For the Association


Joseph M. Porretta


William Zanowitz PAT NIVEN
JMP

JMP
Thomas J. Greeley

IN THE MATTER OF SALARY)
RANGES AND SALARIES FOR)
PRINCIPAL PROBATION OFFI-)
CERS I AND PRINCIPAL PRO-)
BATION OFFICERS II)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, PASSAIC COUNTY

CIVIL ACTION

ORDER

Pursuant to N.J.S.A. 2A:168-8, which concerns the salary ranges and salaries of Probation Officers, and after having given the Passaic County Board of Chosen Freeholders the opportunity to be heard upon the terms of the 1985-1987 Principal Probation Officers' Collective Agreement as disseminated to said Board under date of May 29, 1985 and after said hearing was waived by and through the County Administrator and County Counsel,

It is on this 27th day of June, 1985,

ORDERED that retroactive to and effective as of January 1, 1985, all Principal Probation Officers I and Principal Probation Officers II shall receive a salary increase equivalent to 5.9% of their base salary in existence on December 31, 1984. The 1985 salary ranges are reflected below:

<u>Principal Probation Officers I</u>		<u>Principal Probation Officers II</u>	
Minimum	\$29,914	Minimum	\$26,448
Maximum	\$36,779	Maximum	\$33,074

FURTHER ORDERED that effective January 1, 1986 all Principal Probation Officers I and Principal Probation Officers II shall receive a salary increase equivalent to 3.0% of their base salary in existence on December 31, 1985. The January 1986 salary ranges are reflected below:

<u>Principal Probation Officers I</u>		<u>Principal Probation Officers II</u>	
Minimum	\$30,811	Minimum	\$27,241
Maximum	\$37,882	Maximum	\$34,066

**COPY
ORIGINAL FILED**

JUN 27 1985

**PASSAIC COUNTY
WILLIAM L. KATTAK
CLERK**

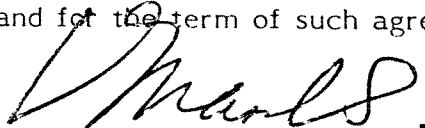
FURTHER ORDERED that effective July 1, 1986 all Principal Probation Officers I and Principal Probation Officers II shall receive a salary increase equivalent to 5.7% of their base salary in existence on June 30, 1986.

The July 1986 salary ranges are reflected below:

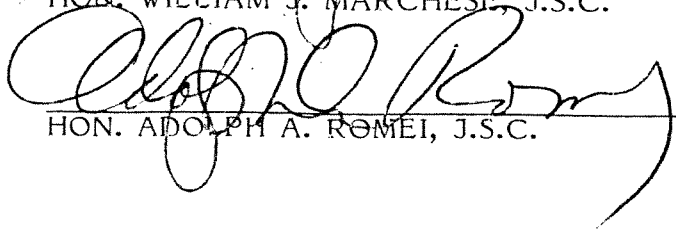
<u>Principal Probation Officers I</u>		<u>Principal Probation Officers II</u>	
Minimum	\$32,567	Minimum	\$28,794
Maximum	\$40,041	Maximum	\$36,008

FURTHER ORDERED that during the period of the 1985-1987 Collective Agreement, all Principal Probation Officers I and Principal Probation Officers II not at the maximum step of their range shall be entitled to an "increment" on their anniversary date (January 1 or July 1) which will permit each said officer to move to the next higher step in range toward the maximum in accordance with the specified terms of said agreement.

FURTHER ORDERED that any and all retroactive monies shall be paid individually to each said officer in a separate paycheck at such time as the 1985 salaries are adjusted and that the salary figures set forth herein are exclusive of longevity and contractual educational awards. All other terms and conditions of employment not herein addressed but set forth in said agreement, shall be maintained in accordance with and for the term of such agreement.


HON. NICHOLAS G. MANDAK, A.J.S.C.


HON. WILLIAM J. MARCHESE, J.S.C.


HON. ADOLPH A. ROMEI, J.S.C.