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1991-93 PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1991-93 Passaic County Principal Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement entered into this 2nd day of MARCH, 1992, 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 the 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 Department of Personnel

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

ARTICLE IV - Salaries

Section 1

Effective July 1, 1991, 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 \$38,485	Minimum \$43,522
Maximum 49,727	Maximum 55,177

Section 2

Effective July 1, 1991, and retroactive to that date, principal probation officers shall receive a base salary increase equal to three percent (3%) of their base salary in existence on June 30, 1991. The 1991 salary ranges are reflected in detail on Schedule A attached hereto.

Section 3

Effective January 1, 1992, 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 \$39,639	Minimum \$44,827
Maximum 51,219	Maximum 56,832

Section 4

Effective January 1, 1992, principal probation officers shall receive a base salary increase equal to three percent (3%) of their base salary in existence on December 31, 1991. The January 1992 salary ranges are reflected in detail on Schedule B attached hereto.

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ARTICLE IV - Salaries (Continued)

Section 5

Effective July 1, 1992, 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 \$40,829	Minimum \$46,172
Maximum 52,756	Maximum 58,537

Section 6

Effective July 1, 1992, principal probation officers shall receive a base salary increase equal to three percent (3%) of their base salary in existence on June 30, 1992. The July 1992 salary ranges are reflected in detail on Schedule C attached hereto.

Section 7

Effective January 1, 1993, 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 \$41,645	Minimum \$47,096
Maximum 53,811	Maximum 59,708

Section 8

Effective January 1, 1993, principal probation officers shall receive a base salary increase equal to two percent (2%) of their base salary in existence on December 31, 1992. The January, 1993 salary ranges are reflected in detail on Schedule D attached hereto.

Section 9

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, C and D attached hereto.

Section 10

After the increments have been granted pursuant to Section 9 above and for the remaining 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 the attached salary schedule.

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 years to 10 years service	-	2% base salary
	10 years to 15 years service	-	4% base salary
	15 years to 20 years service	-	6% base salary
	20 years to 25 years service	-	8% base salary
	25 years 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.

Section 3

New principal probation officers hired to work in Passaic County after the execution of this Agreement will receive credit only for years of service employed by Passaic County.

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

Principal probation 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 a 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

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 Trial Court Administrator 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 four 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.

ARTICLE XI - Vacation and Other Leave Credits (Continued)

Section 2

Principal probation officers shall receive the following non-cumulative funeral leave credits:

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

Section 3

Each employee shall earn one and one-quarter (1 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 4

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 5

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 - 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
- 3rd Monday in January.....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 Veteran's Day
- 4th Thursday in November.....Thanksgiving Day
- December 25th.....Christmas Day
- Good Friday
- General Election Day
- Day after Thanksgiving

ARTICLE XII - Holidays (Continued)

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 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 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 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

Principal 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 to include a co-pay 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.

ARTICLE XIV - Health and Welfare Benefits (Continued)

Effective upon the execution of this Agreement, all existing employees will have an increase in deductions from \$100.00 to \$200.00. All new employees in the unit, effective upon the execution of the Agreement, will be enrolled in the Blue Cross/Blue Shield wrap-around program with a \$200.00 deductible.

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 was not made available during negotiations of this Agreement, the Assignment Judge may grant, upon petition of the Principal Probation Officers' Association, a reopening on this matter. If, during the term of this Agreement, Passaic County proposes changes in the Health and Welfare Benefits package, the parties agree to reopen this Article for discussion.

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.

ARTICLE XVI - Management Rights and Responsibilities (Continued)

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 or to 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.

ARTICLE XIX - Grievance Procedure (Continued)

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 thirty 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.

ARTICLE XXI - Conclusiveness of Agreement (Continued)

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 XXII - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to July 1, 1991 and shall remain in full force and effect until June 30, 1993. 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, 1993, continue working after June 30, 1993 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 1993. 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 sixty days prior to June 30, 1993.

In witness to this Agreement, the parties to it have affixed their signatures this 2nd day of March, 1992.

For the Judges

Nicholas G. Mandak

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

For the Association

Robert Merrin

Thomas J. [Signature]
[Signature]

SCHEDULE A - 1991 SALARY RANGES (JULY)

<u>Steps</u>	<u>Principal Probation Officer I</u>	<u>Principal Probation Officer II</u>
1 (Minimum)	\$43,522	\$38,485
2	45,185	40,070
3	46,850	41,696
4	48,517	43,302
5	50,182	44,908
6	51,847	46,515
7	53,511	48,121
8 (Maximum)	55,177	49,727

SCHEDULE B - 1992 SALARY RANGES (JANUARY)

<u>Steps</u>	<u>Principal Probation Officer I</u>	<u>Principal Probation Officer II</u>
1 (Minimum)	\$44,827	\$39,639
2	46,541	41,272
3	48,255	42,947
4	49,973	44,601
5	51,687	46,255
6	53,403	47,910
7	55,116	49,564
8 (Maximum)	56,832	51,219

SCHEDULE C - 1992 SALARY RANGES (JULY)

<u>Steps</u>	<u>Principal Probation Officer I</u>	<u>Principal Probation Officer II</u>
1 (Minimum)	\$46,172	\$40,829
2	47,937	42,510
3	49,703	44,236
4	51,472	45,939
5	53,238	47,643
6	55,005	49,348
7	56,769	51,051
8 (Maximum)	58,537	52,756

SCHEDULE D - 1993 SALARY RANGES (JANUARY)

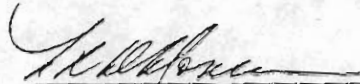
<u>Steps</u>	<u>Principal Probation Officer I</u>	<u>Principal Probation Officer II</u>
1 (Minimum)	\$47,096	\$41,645
2	48,896	43,361
3	50,697	45,120
4	52,501	46,858
5	54,302	48,596
6	56,105	50,335
7	57,905	52,072
8 (Maximum)	59,708	53,811

JUDICIARY, COUNTY OF PASSAIC

UNDERSTANDING

At the request of the Judiciary, the Administration of the County of Passaic was actively involved in the negotiation of the 1991-93 Passaic County Principal Probation Officers' Collective Agreement and, as a result, do not disagree with any of the terms contained therein.

For the County of Passaic

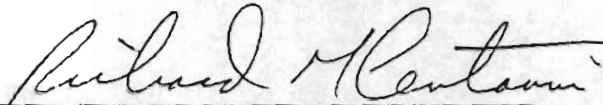


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FEB 23 1992

**RICHARD M. CENTANNI
COURT ADMINISTRATOR**

Witnessed before me the _____ day
of _____, 1992.



Richard M. Centanni
Trial Court Administrator