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A G R E E M E N T

FEB 1 1976
PASSAIC COUNTY
WILLIAM L. KATTAK
CLERK

This Agreement, made this 30th day of January, 1976, between the Judges of the County 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:

1.0 RECOGNITION

1.1 The Judges hereby recognize the Association pursuant to the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. 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 within the meaning of N.J.S. 34:13A-1 et seq.

2.0 ASSOCIATION SECURITY

2.1 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.

2.2 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.

2.3 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 the New Jersey Employer-Employee Relations Act or other 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.

2.4 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 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 Court Judges.

2.5 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.

2.6 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.

3.0 MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 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 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.

3.2 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, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the Court Rules and Laws of New Jersey and of the United States.

4.0 GRIEVANCE PROCEDURE

4.1 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.

4.2 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.

4.3 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 give the grievant and/or the Association written acknowledgment within three (3) working days of the grievance and shall render a written decision within fifteen (15) working days thereafter.

4.4 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 grievance shall be reduced to writing and presented to the County Court Judges for review and consideration. The County Court 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.

4.5 If the grievance is not resolved to the mutual satisfaction of both parties or if the Passaic County Court Judges fail to respond to the grievances within the aforementioned time period, the Association may refer the grievance to the New Jersey Department of Civil Service.

4.6 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 resolution of grievances or alleged breaches of contract.

4.7 The time limits specified herein may be reduced or extended by mutual written consent of the parties.

5.0 SALARIES

5.1 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.

5.2 Anniversary Date.

5.2.1 All employees hired prior to January 1, 1976, will receive their increment as of January 1, 1976, and as of January 1, for each successive year of this Agreement.

5.2.2 All employees hired in 1976 and thereafter shall receive their increments as follows:

- (a) Employees hired between January 1 and June 30 shall receive their increment on January 1 of the following year of this contract.

(b) All employees hired between July 1 and December 31 shall receive their increments on July 1 for each year of the contract.

5.3 In the event that the Board of Chosen Freeholders of the County of Passaic grants salary increases to managerial (other than the Constitutional Officers), or non-union supervisory employees during the calendar year 1978, said increase shall be granted to Probation Officers and Senior Probation Officers effective January 1, 1978.

6.0 HOLIDAYS

6.1 Each employee shall be entitled to time off on the following days without loss of compensation.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

6.2 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.

6.3 In the event that the Board of Chosen Freeholders of the County of Passaic or the Chief Justice grants a holiday or day off, the Judges agree that said holiday or day off shall be granted to the employees.

6.4 If the court is not in recess on any of the days indicated in this Article, each employee shall be granted a day off in compensation, therefore, during a future court recess in accordance with the needs of the department.

7.0 VACATIONS

7.1 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.

7.1.1 Less than one(1) year of service, one (1) day for each complete month of service.

7.1.2 Upon the completion of the first year of service and

each year thereafter, twelve (12) working days.

7.1.3 Upon completion of the fifth year of service and each year thereafter, in addition to the aforesaid one (1) day per month, three additional days will be added for a total of fifteen (15) days, effective immediately upon each employee's anniversary date.

7.1.4 Upon completion of the tenth year of service and each year thereafter in addition to the aforesaid one 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.

7.1.5 Upon completion of the fifteenth year of service and each year thereafter, in addition to the aforesaid one 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.

7.1.6 Upon completion of the twentieth year of service and each year thereafter, in addition to the aforesaid one 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.

7.2 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.

7.3 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.

7.4 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.

7.5 Vacation time may not be accumulated for more than two (2) years (eg. 44 days maximum).

7.6 Requests for summer vacations will be submitted to the Chief Probation Officer by May 31.

7.7 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.

7.8 In the event an employee 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.

8.0 PERSONAL LEAVE DAYS

8.1 In addition to any other leave or time off provided for in this Agreement, each employee shall be entitled to three (3) 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.

9.0 LEAVES OF ABSENCES

9.1 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.

9.2 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.

9.2.1 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.

9.2.2 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.

9.2.3 Death leave shall not be cumulative from year to year.

10.0 SICK LEAVE

10.1 Each employee shall earn one and one-quarter (1¼) 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 work.

10.2 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 employees' rate of pay which is in effect on the day immediately preceding the employees' retirement.

10.3 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.

11.0 EDUCATION BENEFITS

11.1 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 courses taken either at a graduate level or taken at an accredited school which directly relates to probation work contingent upon the following conditions:

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

11.1.2 Requests must be submitted by the individual taking the course (s) for permission prior to his registering for the course. The Chief Probation Officer will recommend to the Passaic County Judges whether each individual request for reimbursement should be approved or disapproved and the decision of the Judges will be final.

11.1.3 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 or up to \$300 per semester. Effective January 1, 1978, the maximum payment shall be increased to \$400.

11.1.4 Reimbursement will be contingent upon the fact that the individual is not receiving any tuition reimbursement from any other Governmental agency (i.e. LEAA) other than assistance from the Veterans Administration.

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

- (a) Period of reimbursement
 - =One half upon submission of the transcript
 - =Second half six (6) months later
- (b) Amount of reimbursement
 - =For an "A" or "B" grade, 100% of tuition
 - =For a "C" grade, 60% of the tuition

11.2 It is further agreed that the granting of educational awards is desirable and conducive to the progressive improvement of the Probation Department.

Any permanent officer who obtains or has obtained a Law Degree from an accredited Law School, or a Masters' Degree from an accredited college or university with a major in Sociology, Criminology, Psychology, Social Studies, Social Work, Corrections, 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 \$500 in 1976, \$550 in 1977 and \$600 in 1978 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.

12.0 SUPPER ALLOWANCE

12.1 Probation Officers who are required to remain on duty in the office after the regular work day and through the supper hour shall be paid a supper allowance of \$5. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

13.0 USE OF PERSONAL VEHICLES

13.1 As authorized by N.J.S.A. 2A:168-8, an officer authorized by the Chief Probation Officer to use his private vehicle on Probation Department business shall be paid .14 cents per mile. Officers authorized to use their private vehicles shall keep monthly records specifying dates of use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. 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.

Officers shall not be required to name the County of Passaic as a co-insured in their liability insurance coverage.

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.

14.0 LONGEVITY

14.1 In accordance with existing County Policy each employee covered by this Agreement shall receive longevity service payments as follows: upon the completion of seven (7) years of service and thereafter 2% of base pay, upon the completion of ten (10) years of service and thereafter 4%, upon the completion of fifteen (15) years of service and thereafter 6%, upon the completion of twenty (20) years of service and thereafter 8%, upon the completion of twenty-five (25) years of service and thereafter 10%.

15.0 INSURANCE

15.1 Hospitalization and Medical-Surgical Benefits - The Judges agree to direct the County to provide and pay for the existing Bue Cross Comprehensive Coverage and Blue Shield coverage (750 Series) including Rider J, and to provide and pay for Major Medical coverage for all employees and their eligible dependents. The Judges agree to have the County continue payment of these premiums when an employee goes out on temporary or permanent disability, effective January 1, 1977.

15.2 Each employee shall be covered with a term life insurance policy at a minimum of \$4000. The Judges shall have the County pay the full premium for said life insurance.

15.3 In the event that the Judges and/or the County agree to provide and pay the premium for any additional insurance plan for any employees of the County during the term of this Agreement, such plans must be provided to employees covered by this Agreement as soon thereafter as may be practicable.

15.4 Professional Liability Insurance - Each employee shall continue to be covered by the existing professional liability insurance policy which shall protect each employee against any liability resulting from the performance of his duties. The Judges shall have the County pay the full premium for such coverage.

16.0 WORK RULES

16.1 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.

16.2 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 4.0 of this Agreement.

16.3 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.

17.0 PERFORMANCE EVALUATION

17.1 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.

18.0 EMPLOYMENT SECURITY

18.1 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.

18.2 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, he will where feasible, endeavor to 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.

18.3 Lay-Offs - In the event of lay-offs, 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 lay-off of all provisional employees shall precede the lay-off of any permanently appointed personnel. In the event of lay-offs 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.

19.0 MISCELLANEOUS

19.1 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.

19.2 Seniority - Seniority shall be defined as the continuous, uninterrupted length of service since the date of hire.

19.3 The Judges and the Association understand and agree that all provisions of this Agreement are subject to law. In the

event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or decision of a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions of this Agreement. The Judges and the Association agree to negotiate the invalidated provision within a reasonable period of time provided such action is determined to be legally permissible.

19.4 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.

19.5 It is agreed that pursuant to Rule 1:17 restrictions may be placed on an employee's right to hold part-time employment.

19.6 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 assigns of the respective parties.

19.7 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.


20.0 DURATION OF AGREEMENT

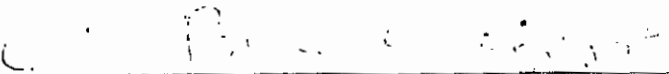
20.1 This Agreement shall be effective as of the first day of January, 1976 and shall terminate on December 31, 1978, or the date on which a substitute Agreement is executed, whichever is later. Collective negotiations for a successor Agreement shall commence on or about September 1, 1978, and shall be conducted in accordance with the then-applicable rules or regulations of PERC.


IN WITNESS WHEREOF, the parties herunto have executed this Agreement the day and year first above written.

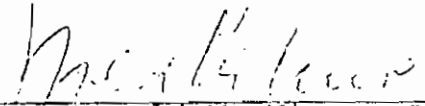
FOR THE JUDGES.

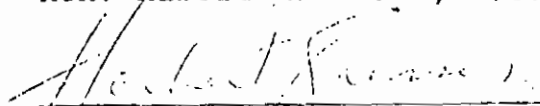
FOR THE ASSOCIATION

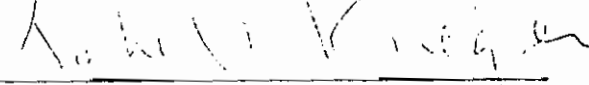

Hon. Joseph M. Harrison, J.C.C.


Hon. Bruno L. Leopizzi, J.C.C.

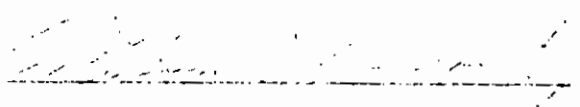

Hon. William J. Marchese, J.C.C.


Hon. Harold M. Nitto, J.C.C.


Hon. Herbert Susser, J.C.C.







SCHEDULE A

Commencing December 1, 1976, all Probation Officers and Senior Probation Officers employed on a permanent basis as of December 1, 1976, will receive a 5.5% salary increase. In addition, two new steps will be created, a starting salary of \$11,167, and a succeeding level of \$11,695, which will become due on each employees' First Anniversary as per 5.2.2.

SALARY LEVELS FOR CONTRACT PERIOD

Probation Officers

Level	Level 1-1-76	Level 12-1-76	Level 1-1-77	Level 1-1-78
min.		11,167	11,167	*
1		11,695	11,695	
2	11,585	12,227	12,227	
3	12,090	12,766	12,766	
4	12,615	13,314	13,314	
5	13,145	13,873	13,873	
6	13,685	14,443	14,443	
7	14,235	15,023	15,023	
8	14,800	15,614	15,614	

Senior Probation Officers

min.	13,490	14,237	14,237	*
1	14,040	14,817	14,817	
2	14,600	15,408	15,408	
3	15,170	16,010	16,010	
4	15,750	16,662	16,662	
5	16,340	17,244	17,244	
6	16,945	17,877	17,877	

* Salaries for 1978 will be adjusted according to Paragraph 5.2 and 5.3

7/11/78
-EKO-