

16-00

EMPLOYMENT CONTRACT

BETWEEN

THE PASSAIC COUNTY COURT JUDGES

AND

THE PASSAIC COUNTY PRINCIPAL PROBATION OFFICERS' ASSOCIATION

Agreement made the 1st day of May, 1972 by and between the Judges of the County 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".)

1. Recognition:

The Judges hereby recognize the Association pursuant to Chapter 303 of the Laws of 1968 (New Jersey Employer-Employee Relations Act) 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:168-8, et seq. for the period January 1, 1972 to January 1, 1973.

2. Salaries:

Effective January 1, 1972, the annual rates of pay for all the Principal Probation Officers II and Principal Probation Officers I to be promulgated by order of the Judges will be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Maximum</u>
Principal Probation Officer II	\$ 11,270.	11,910.	12,550.	13,190.	13,830.	14,470.
Principal Probation Officer I	\$ 12,900.	13,595.	14,290.	14,985.	15,680.	16,370.

The foregoing salary ranges are inclusive of the following annual increments for the titles as indicated:

Principal Probation Officer II	-----	\$ 640.
Principal Probation Officer I	-----	\$ 695.

3. In the application of paragraph 2 above:

- a. Each officer shall be placed on the step above the step occupied in the 1971 salary schedule.
- b. Officers in titles listed therein who have reached their maximum prior to January 1, 1972 shall be raised to the new maximum established.
- c. Provisional employees under Civil Service regulations shall remain in the same step as occupied in the 1971 salary schedule.
- d. Officers appointed to a higher title after January 1, 1971 shall receive an annual increment on the anniversary date of permanent appointment.

4. Nothing in this agreement shall be construed or interpreted to mean that increments cannot be withheld for cause.

5. Educational Awards:

The parties agree that the granting of educational awards is desirable and conducive to the progressive improvement of the Probation Department.

Any permanent officer who, during the term of this agreement, obtains a Law Degree from an accredited Law School or a Master's Degree from an accredited college or university with a major in Sociology, Criminology, Psychology, Social Studies, Social Work, Corrections or Public Administration shall become entitled to a cash award of \$500. upon submission of satisfactory evidence of such attainment to

Educational Awards, continued:

the Chief Probation Officer. This cash award shall be paid in point of time in the same manner as the regular salary.

6. 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 \$3.00. Reimbursement shall be made by voucher in accordance with the provision of N.J.S.A. 2A:168-8.

7. 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 \$25.00 monthly or 12 cents per mile, whichever sum shall be greater. 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 without regard to whether the officer is to be paid at the minimum \$25.00 monthly rate or on the basis of mileage traveled. Forms for this purpose 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 and \$300,000. for each occurrence and property damage in the amount of \$25,000. for each occurrence. Departmental vehicles shall be used to transport probationers in custody.

This provision shall be effective from January 1, 1972 to January 1, 1974 notwithstanding that all other provisions of this agreement shall terminate on December 31, 1972.

It is agreed that in the event the modification or change in the above listed fringe benefits only that may be subsequently offered by the Board of Freeholders, Passaic County, to all county employees, during the term of this agreement, such modifications or changes shall apply to probation officers.

In the event a major change of policy is adopted by the Board of Freeholders of Passaic County relative to compensation to be paid to county employees for the use of their personal vehicles on County business on or after January 1, 1973, the Judges agree to review this provision in light of such major change and determine whether or not there should be an equitable modification of payment for the use of officers' private vehicles on Probation Department business.

**8. Fringe Benefits - Vacations:**

All officers shall continue to be provided with all fringe benefits presently granted to Passaic County employees generally which include:

- a. Non-contributory Medical -Health Insurance Plan (i.e. State Plan for Blue Cross and Blue Shield coverage.)
- b. Non-contributory Major Medical Insurance Plan (i.e. Prudential Insurance Company policy.)
- c. Non-contributory Life Insurance Plan (i.e. John Hancock Policy for \$2,000.)
- d. Longevity Plan.
- e. Three personal days.
- f. Sick Leave - fifteen (15) days per year on a cumulative basis.

Vacation periods - in the number of days prescribed by the Passaic County Board of Freeholders for all County employees for the year 1972.

It is agreed that in the event of the modification or change in benefits offered by the Board of Freeholders, Passaic County, to all County employees, during the term of this agreement, such modifications or changes shall apply to the Principal Probation Officers II and Principal Probation Officers I.

9. Unless prohibited by statute, Court Rules, Civil Service Rules and Procedures and other provisions having the force and effect of law, all provisional employees shall be entitled to the benefits set forth in paragraphs 6,7 and 8.

10. Seniority:

a. 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 the rules and regulations of the Civil Service Commission.

b. The principle of seniority shall be given consideration in the choice and scheduling of vacation periods, provided its use does not seriously interfere with or disrupt the operations of the court and probation department.

11. Grievance Procedure:

a. All complaints by employees must first be made to the employee's immediate superior who must render a decision within a reasonable time, three working days if possible.

b. If the decision of the superior is not satisfactory to the employee, he will put his complaint in writing to the Chief Probation Officer. At this point it becomes a grievance and must receive acknowledgment within three working days and a decision within five (5) days thereafter.

Grievance Procedure, continued:

c. If the employee is not satisfied with the decision of the Chief Probation Officer, or if no decision is rendered within the specified time, the employee may refer his grievance, in writing, to the appointing authority, in this case the County Court. The County Court Judges or a designated representative may hear the grievance and shall render a decision with reasonable promptness.

d. Protests concerning suspensions may be referred directly to the County Court without steps I and II.

e. Nothing herein restricts or limits an employee's right to appeal to the Civil Service Commission under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step #3, before an appeal is taken to the County Court Judges.

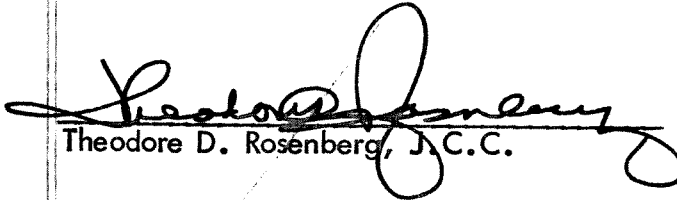
f. In using the grievance procedure established herein, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this agreement.

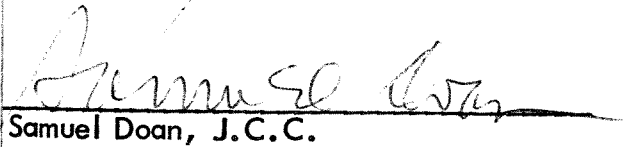
12. Should any provision be found in violation of any law or rule having the force or effect of law, all other provisions shall remain in effect for the duration of this agreement.

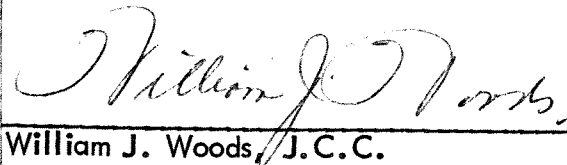
In witness whereof, the parties hereto have hereunto set their hands and seals this 15<sup>th</sup> day of May, 1972.

For the Judges:

  
Salvatore J. Ruggiero, Liaison

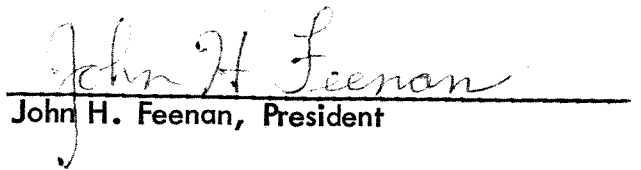
  
Theodore D. Rosenberg, J.C.C.

  
Samuel Doan, J.C.C.

  
William J. Woods, J.C.C.

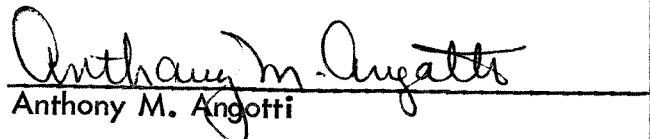
  
Irving I. Rubin, J.C.C.

For the Association:

  
John H. Feenan, President

  
Sherl B. Rhinesmith, Vice President

  
Tyrone J. McGinnis, Chairman

  
Anthony M. Angotti