

172

EMPLOYMENT CONTRACT

BETWEEN

THE PASSAIC COUNTY COURT JUDGES

AND

THE PASSAIC COUNTY PROBATION OFFICERS' ASSOCIATION

✓ January 1, 1972 - December 31, 1972

Agreement made the 10th 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 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 Probation Officers and Senior Probation Officers 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:160-3, 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 Probation Officers and Senior Probation Officers 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>
Probation Officer	\$ 9,800.	9,480.	9,980.	10,480.	10,920.	11,400.
Senior Probation Officer	\$ 10,500.	11,020.	11,540.	12,060.	12,580.	13,100.

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

Probation Officer -----	\$ 480.00
Senior Probation Officer ----	\$ 520.00

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 permanent title after January 1, 1971 shall receive an annual increment on the anniversary date of said appointment. 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 paragraphs 2 and 3 of 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:163-3.

7. As authorized by N.J.S.A. 2A:164-3, 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.

g. 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.

Fringe Benefits - Vacations, continued:

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 Probation Officers and Senior Probation Officers.

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 15th day of May, 1972.

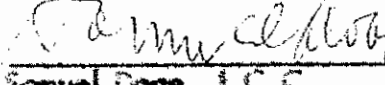
For the Judges:



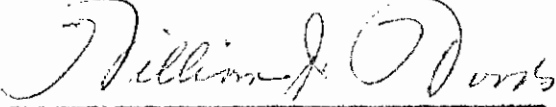
Salvatore J. Scaglione, District




Theodore D. Rosenberg, J.C.C.



Samuel Doan, J.C.C.



William J. Woods, J.C.C.




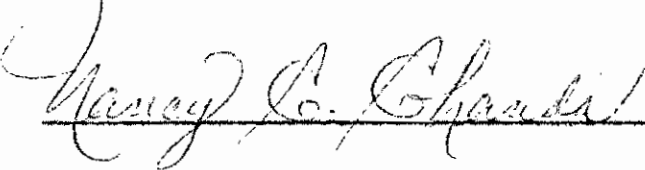
Irving I. Rubin, J.C.C.

For the Association:



Peter J. Sekunda, President





2-0024

FILED IN
MAY 1970

Agreement made this 23 day of March 1970, by and between the Judges of the County Court of Ocean County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Probation Association of New Jersey (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Ocean County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judge pursuant to R.S. 2A:168-1, et seq.

2. Effective April 1, 1970, the annual rates of pay for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to R.S. 2A:168-8, will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$7,737.00	\$10,059.00
Senior Probation Officer	\$8,530.00	\$11,092.00

a. There will be six annual steps at increments of \$387.00 and \$427.00 for Probation Officers and Senior Probation Officers respectively.

- b. One Probation Officer with less than one full year of permanent service in 1969 (Diener), who earned \$7,369, shall be raised to the new minimum for this position, earning \$7,737.
- c. One Probation Officer with more than one, but less than two years of permanent service in 1969 (Decker), who earned \$7,369, shall be raised to the new minimum and, in addition, shall receive the equivalent of one half of an increment for this position, to bring his salary up to \$7,921.
- d. Each of two Probation Officers with more than two years of permanent service in 1969 (Kerwin, Thompson), who earned \$7,469, shall be raised to the new minimum and, in addition, shall receive the equivalent of one increment for this position, to bring his salary up to \$8,105.
- e. One Probation Officer with more than five years of service in 1969 (Sette), who earned \$7,669, shall be raised to the new minimum and, in addition, shall receive the equivalent of two increments for this position, to bring her salary up to \$8,473.
- f. Each of two Senior Probation Officers, who earned \$8,124 in 1969 (McCluskey, Peterson), shall be raised to the new minimum for this position, earning \$8,530.

g. Effective April 1, 1971, and at each subsequent anniversary each officer in the aforelisted titles, who has not reached his maximum salary, shall be entitled to and receive a pay increase based on the amount of his annual increment until his maximum salary is achieved. Such increment shall be awarded on recommendation of the Chief Probation Officer, based on satisfactory service performed during the preceding year.

3. A complaint or grievance of any officer in the above titles related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. The complaint or grievance shall first be taken to the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time—three working days if possible. At this level a complaint or grievance need not be in writing;

Step 2. If the problem cannot be resolved at the supervisory level, the employee shall put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days thereafter;

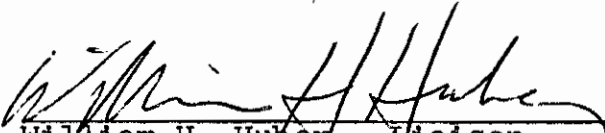
Step 3. An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges or their designated representative for a final determination with reasonable promptness.

Nothing contained in the above procedure 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 #2, where a formal written grievance is submitted to the Chief Probation Officer. In using the grievance procedure established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Association designated to represent him pursuant to this agreement.

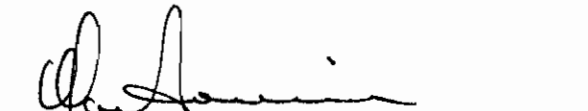
5. The provisions of this agreement shall remain in effect until April 1, 1971, and by mutual concurrence of both parties, they may be continued for an additional calendar year.

In witness whereof, the parties hereto have hereunto
set their hands and seals this day of March 1970.

For the Judges:



William H. Huber - Liaison



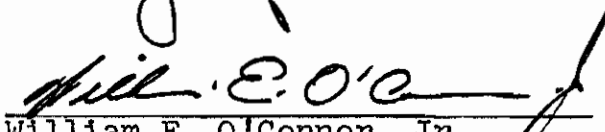
Mark Addison



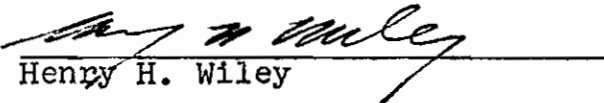
Richard A. Grossman



Thomas J. Muccifori

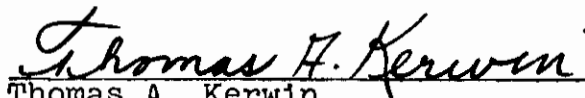


William E. O'Connor, Jr.




Henry H. Wiley

For the Association:



Thomas A. Kerwin
Liaison Representative



Gordon J. Peterson
Liaison Representative



Millard H. Thompson
Liaison Representative