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1970

Agreement made the 24 day of July 1970, by and between the Judges of the County Court of Middlesex County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., State Council #1, Local 1964, (hereinafter referred to as the "Union"). The parties to this agreement agree to abide by all applicable laws and rules that have the force and effect of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex or national origin.

1. The Judges hereby recognize the Union 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 Middlesex County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to N.J.S. 2A:168-5, 7 and 8. The exclusion of Principal Probation Officers from the provisions of this agreement is without prejudice, pending a final determination of the question of whether such supervisory employees may be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership.

2. Effective January 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 N.J.S. 2A:168-8 will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$8,200.00	\$10,800.00
Senior Probation Officer	\$9,400.00	\$12,500.00

a. Within the above ranges, there will be six annual steps at increments of \$433.00 and \$516.00 for Probation Officer and Senior Probation Officer respectively.

3. Any person holding a provisional or temporary appointment as Probation Officer on January 1, 1970, shall, effective that date, be advanced only to the new minimum salary established herein for this position and shall be paid at that rate while retaining such status.

4. During the period this contract is effective, each newly appointed Probation Officer shall receive the beginning salary for this position as established herein.

5. Effective January 1, 1970, each officer with permanent status in the aforelisted titles shall be raised in the new range to the same step he occupied in the old range in 1969, and shall be paid at that rate up to and inclusive of June 30, 1970.

6. Effective July 1, 1970, each officer with permanent status in the aforelisted titles, who is entitled to an annual increment based on satisfactory service performed during 1969, shall be advanced one step above the one he currently occupies and shall be paid at that rate during the balance of the calendar year 1970.

7. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$3.00 for each such duty assignment.

8. Each officer in the aforelisted titles, who is required to use his personal automobile in the performance of his official duties, shall receive 12 cents per mile during the time the car is used for this purpose. Such allowance shall cover the purchase of insurance considered sufficient for this use. The possession of such insurance coverage shall be verified through submission of the officer's policy to the Chief Probation Officer.

9. Departmental bulletin boards shall be made available to the Union for the posting of announcements, notices, etc., subject to the reasonable control of the Chief Probation Officer.

10. It is agreed that the Chief Probation Officer, as the representative of the Judges, and representatives of the Union shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

11. The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the probation department.

12. In case an officer receives a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his permanent Civil Service rank, he shall be entitled to and receive the established salary for the position during the period such appointment is effective.

13. Time off with pay shall be provided the Union steward to handle employee grievances and to ^{a delegate designated by the Union to} attend his organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is otherwise reasonable and does not

interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

14. The Union shall furnish to the Chief Probation Officer the names of three probation officers who are to be designated as Union stewards for the purpose of handling grievances. One officer shall be the primary representative with the other two officers to act as assistants and/or substitute representatives. The stewards may call upon other bona fide representatives of the Union, who are not employees of the probation department for assistance, if unable to resolve the problem on their own.

15. Leave with pay shall continue to be provided for probation officers to participate in approved in-service training courses.

16. Officers who become ill and exhaust their sick leave credits may request and shall be permitted to use their accrued vacation credits during such period of illness.

17. It is within the discretion of the Chief Probation Officer to grant leave without pay to a limited number of selected officers for educational purposes, provided such leave does not disrupt the departmental operations. Rejection of a legitimate request for such leave by the Chief Probation Officer is appealable to the County Court Judges.

18. 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, i.e., the Principal Probation Officer, 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 #3, before an appeal is taken to the County Court Judges. It is

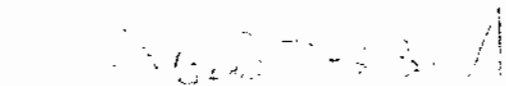
agreed that in case of a complaint against the Chief Probation Officer, the Judges shall designate an impartial outsider to hear and make recommendations for disposition. In using the grievance procedure established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Union designated to represent him pursuant to this agreement.

19. The provisions of this agreement shall remain in effect until December 31, 1970, and by mutual concurrence of both parties, they may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least 60 days prior to the anniversary date. Should any provision be found in violation of any law or of any rule having the force and effect of law, all other provisions shall remain in effect for the duration of the agreement. The parties agree to negotiate a substitute for any invalidated provision, provided such a substitute is possible and feasible.

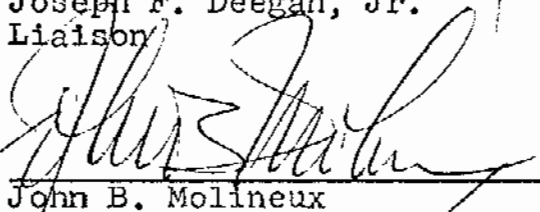
In witness whereof, the parties hereto have hereunto set their hands and seals this 24 day of July, 1970.

For the Judges:

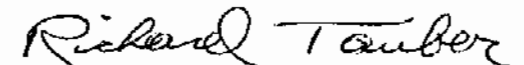
For the Union:



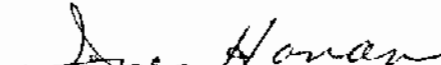
Joseph F. Deegan, Jr.
Liaison



John B. Molineux

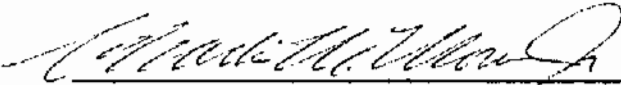


Richard Tauber
Union Representative

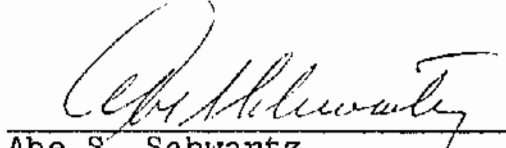


Ione Hañan
Union Representative

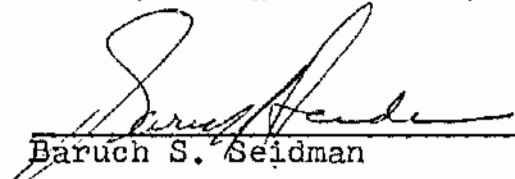
For the Judges:



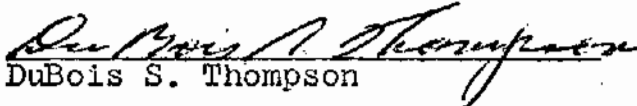
Charles M. Morris, Jr.



Abe S. Schwartz

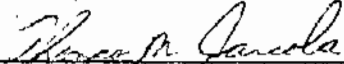


Baruch S. Seidman



DuBois S. Thompson

For the Union:



Thomas Jancova
Union Representative