

Contract no. 886

1991 MIDDLESEX COUNTY PROBATION INVESTIGATORS' COLLECTIVE AGREEMENT

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ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____, 1991 between the Assignment Judge of the Superior Court of Middlesex County, New Jersey (hereinafter referred to as the "Judge") and the Middlesex County Probation Investigators' Association (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of Investigators and Senior Investigators of the Middlesex County Probation Department to negotiate matters relating to salaries and terms and conditions of employment in accordance with the rules of court and judicial policy.

ARTICLE III - Association Representatives

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

The Association President or designated Association Official(s), when acting in his/her capacity as Association Representative shall not be bound by any departmental procedure concerning chain of command except as outlined in the grievance procedure.

ARTICLE IV - Salaries**Section 1**

Effective January 1, 1991, and retroactive to that date, the salary ranges for Investigator and Senior Investigator shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Investigator	\$18,950	\$25,083
Senior Investigator	19,475	26,354

Section 2

Effective January 1, 1991, and retroactive to that date, a 1991 incremental salary schedule for Investigators and Senior Investigators shall be established as set forth in Appendix A attached hereto.

Section 3

Effective January 1, 1991, and retroactive to that date, each Investigator and Senior Investigator on the payroll prior to January 1, 1991 shall advance one (1) step on the appropriate salary schedule as set forth in Appendix A.

Section 4

Effective January 1, 1991, and retroactive to that date, each Senior Investigator whose December 31, 1990 base salary exceeds the stated maximum shall receive an increase of nine hundred twenty-five dollars (\$925) added to his/her December 31, 1990 base salary.

Section 5

All increases are restricted to those investigators on active employment at the time the Agreement is signed.

ARTICLE V - Hours of Work and Overtime

Hours of Work - The hours of employment for personnel covered under this Agreement shall begin at 8:30 a.m. and end at 4:15 p.m. However, employees may be required to work different work schedules as assigned by management in order to maintain a proper and efficient operation of the department.

Each employee shall be entitled to a lunch period of forty-five (45) minutes between the hours of 12:00 Noon and 12:45 p.m. except in those cases where the Department Head shall deem it necessary to deviate from his/her rule in order to accomplish the smooth operation of his/her office. Under no circumstances shall lunch periods begin earlier than 11:00 a.m. nor later than 1:30 p.m.

All employees shall receive a fifteen (15) minute break for each half day period of work, morning and afternoon.

Overtime

A. All employees covered by this Agreement shall be entitled to receive additional compensation for all hours worked in excess of thirty-five (35) hours per week, at the rate of one and one-half ($1\frac{1}{2}$) times the basic hourly rate for all such hours worked. However, the employee may elect to receive compensatory time in lieu of wages to be taken at a later date when mutually agreed upon. Compensatory time will be calculated at time and one-half ($1\frac{1}{2}$).

B. Any period of time an employee is absent from his/her regular work schedule and this absence has been approved by management, this time absent will be considered as time worked for computation of overtime, should overtime occur during the work period.

C. For purposes of overtime computation, any week during which a holiday falls or is observed on a weekday shall, for all intents and purposes be deemed a thirty-five (35) hour week.

D. The basic hourly rate shall be computed by dividing the employee's negotiated salary by the factor one thousand, eight hundred and twenty (1,820) (fifty-two (52) average weeks per year time thirty-five (35) hours per week).

Hours Worked Defined - Hours worked includes all time an employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he/she is permitted to work.

Holiday Pay - Employees who work on a holiday shall be paid for the holiday at their regular hourly rate, plus one and one-half ($1\frac{1}{2}$) times the regular hourly rate for all such hours worked. Alternatively, an employee may elect to receive compensatory time in lieu of additional wages, and if so, shall be paid for the holiday at regular hourly rate and shall receive compensatory time at the rate of one and one-half ($1\frac{1}{2}$) hours for each holiday hour worked; such time to be taken at a later, mutually acceptable, date. Effective January 1, 1985, July 4th and Labor Day are designated as major holidays. Unit members who work these days shall receive double time as holiday pay and their regular rate of pay for those hours worked.

Call In - If an employee is called into work at other than normal working hours/days, said employee will be guaranteed four (4) hours overtime pay regardless of the time actually worked. If the employee works more than four (4) hours, the employee will be paid the overtime rate for an entire hour for any

portion worked for any succeeding hour worked. It is understood that this paragraph is not applicable to scheduled overtime.

Stand By - shall be defined as any employee who must be available in person or by phone to handle emergency or routine duties beyond the normal work day or work week. He/she will receive five dollars (\$5.00) per day for such duties during the work week, two (2) hours overtime pay for Saturday, Sunday (the sixth and seventh workday) and designated holidays.

It is understood that employees covered under this Agreement shall cooperate with management in those cases when it becomes necessary to work overtime. It is also understood that there will be times when employees cannot work overtime for valid reasons. Acceptance or non-acceptance of overtime assignment for valid reasons will not be considered for or against the work record of the employees.

Performance of Supervisory Duties - Whenever a probation investigator or senior probation investigator is assigned to perform the supervisory duties of any level probation Officer, he/she shall receive an additional fifty (\$.50) per hour compensation for said period in excess of two (2) consecutive days.

ARTICLE VI - Personnel File

It is understood and agreed that the Personnel File maintained by the County Personnel Director is the official file. Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable time upon written request. The employee shall have the right to define, explain, or object in writing to anything found in his/her personnel file. Said writing shall become a part of the employee's personnel file.

In this Agreement, there will not be anything to prevent an employee from requesting the expunging of any documents or portion of documents in his/her personnel file. This request shall become a part of the employee's personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority.

ARTICLE VII - Promotions

Effective January 1, 1991, any employee promoted by New Jersey Department of Personnel Certification or provisional appointment will first receive a five percent (5%) increase on his/her annual base salary at the time of appointment and then be placed on the nearest step of the Senior Investigator Salary Schedule. If the five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligible which names him/her the provisional, will be returned to his/her previous lower title. The five percent (5%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

This policy is effective January 1, 1976.

ARTICLE VIII - Merit Increases

It is understood and agreed that pursuant to the intent of the Assignment Judge, all wage increases are limited to the negotiated agreement amounts arrived at by means of the negotiating process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases the promotion policy as contained in this Agreement will be observed.

ARTICLE IX - Bilingual Stipend

Any Probation Investigator certified by the New Jersey Department of Personnel variant title "Probation Investigator Bilingual (Spanish/English)" and who is utilizing the bilingual skills to meet the needs of the Middlesex Judiciary as determined by management, shall be entitled to an annual award of \$1,000 effective January 1, 1991. This stipend shall be prorated where applicable from the date of appointment as a bilingual investigator.

ARTICLE X - New Employees

It is the intention of the Assignment Judge, in cooperation with the negotiations unit, to start all new employees at the minimum of the rate range. Exceptions to this policy, if they should occur, will be communicated to the Chief Association Representative.

ARTICLE XI - Meal Allowance

All investigators who are required to remain on duty during the supper hour shall receive a meal allowance of \$7.00 for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 p.m. effective upon execution of this Agreement.

ARTICLE XII - Mileage Allowance

Each investigator who is required to use his/her personal automobile in the performance of his/her official duties shall receive the prevailing rate per mile as established by the Board of Chosen Freeholders during the time the car is used for this purpose. Also, he/she shall receive the sum of eighty dollars (\$80) annually to help defray the cost of additional insurance premiums required for the use of said vehicle for business purposes. The proof of such insurance shall be documented.

ARTICLE XIII - Bulletin Board

The Departmental Bulletin Board shall be made available to the Association for the posting of announcements, notices, etc., subject to the reasonable control of the Division Manager/Vicinage Chief Probation Officer.

ARTICLE XIV - Labor-Management Committee

It is agreed that a Labor-Management Committee may meet once a month at the request of the Association, to discuss matters (i.e., working conditions, office space, employee abuses, etc.) of mutual concern that do not necessarily involve a grievance or complaint. Said committee shall consist of an Association member from each department section and the Division Manager/Vicinage Chief Probation.

ARTICLE XV - Association Stewards**Section 1**

The Association shall furnish to the Division Manager/Vicinage Chief Probation Officer the names of the Investigators who are designated as Association Stewards for the purpose of handling grievances and the names of Investigators designated as alternate Stewards to act only in the absence of the Stewards.

Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for Association business, provided such time off is not in excess of five (5) days in the aggregate in each calendar year, is otherwise reasonable and does not interfere with the investigator's official duties and functions. Such leave shall be regulated by the Trial Court Administrator or a duly designated subordinate.

Whenever a representative of the Association or any employee is required to participate during working hours in contract negotiations, grievance procedures, disciplinary hearings or unfair practice charges, the employee shall suffer no loss in pay.

ARTICLE XVI - Grievance Procedure

The parties agree that a complaint or grievance of any Investigator relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the employee's immediate supervisor, within fifteen (15) working days from when the grievant should reasonably have known that an alleged violation had taken place. The supervisor will make an effort to resolve the problem within a reasonable period of time, within five (5) working days. At this level, a complaint or grievance need not be in writing.

Step 2 - If not resolved at Step 1, the grievance shall be put in writing, signed by the aggrieved employee and within seven (7) working days of the Step 1 disposition submitted to the appropriate Principal Probation Officer I who shall acknowledge its receipt within five (5) working days and shall render a decision within seven (7) working days.

Step 3 - If not resolved at Step 2, within three (3) working days of Step 2 disposition, the written grievance shall be referred to the Division Manager/Vicinage Chief Probation Officer who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days. In the absence of the Division Manager/Vicinage Chief Probation Officer, the grievance may be handled by a designated assistant who is responsible and knowledgeable of the work of the grievant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 4 - If the aggrieved investigator is not satisfied with the decision of the Division Manager/Vicinage Chief Probation Officer, he/she may choose to utilize one of the following two options:

- (a) The investigator may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or
- (b) he/she may appeal to the Assignment Judge in which case the decision of the Judge will be made in writing, shall be final and binding, and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute

or Court Rule shall be limited to Step 4(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XVII - Longevity

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31st of the previous year, (maximum base salary \$30,000). The rate of longevity shall be as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	5%
21 years of service and over	=	7%

ARTICLE XVIII - Holidays

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State, Federal Government provided said Holiday has been approved by the Judiciary.

Any employee required to work on a scheduled holiday must be given a minimum of twenty-four (24) hours notice of such an assignment except in emergency situation. Such scheduling must be done on a rotation basis and be posted.

ARTICLE XIX - Vacations

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be granted to the employee for the balance of the calendar year ending December 31st.

All employees shall be granted vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.

Twenty-first year or more

Twenty-five working days
during each year of service.

It is understood that when reference is made to "six to nine years," etc., "six" means the start of the sixth year, etc.

The principle of seniority shall govern in the selection and scheduling of vacation provided that adherence to such practice does not disrupt the normal operations of the Probation Department.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

If any instance where an employee is absent from work in case of illness and has exhausted his/her available sick leave, he/she may request that any vacation leave which he/she has accumulated be converted to sick leave. The employer agrees to convert such vacation leave to sick leave upon request.

ARTICLE XX - Leaves of Absences

Under the following conditions and in accordance with all applicable laws and Civil Service Rules, leaves with pay shall be provided to Investigators:

A. When summoned or invited to appear as a witness before a legislative committee as an employee or officer of the Probation Department.

B. To participate in approved in-service training programs.

C. When summoned or invited to appear before a judicial or quasi-judicial body, such as the Civil Service Commission, the State Retirement Board or other similar bodies.

ARTICLE XXI - Bereavement

Section 1

All employees shall be eligible to receive a maximum of five (5) working days leave in the event of the death of his/her spouse and/or child(ren).

Section 2

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles.

Section 3

It is understood and agreed that this Bereavement Leave will be communicated to the Division Manager/Vicinage Chief Probation Officer by the employee and said employee shall be granted the appropriate leave of absence days consisting of three (3)/five (5) consecutive working days within ten (10) days of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3)/five (5) days. However, it is understood that the hours not worked shall not be used in computing overtime pay for hours worked in excess of thirty-five (35) hours in the work week or any other pay.

ARTICLE XXII - Personal Days

All employees shall have four (4) paid personal days. Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee shall give the employer one (1) day notice for each personal day to be taken. New employees shall accrue one (1) personal day at the end of each third month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third month of employment completed in the year said employment is terminated.

ARTICLE XXIII - Leaves Without Pay

The Assignment Judge may grant the privilege of a leave of absence with or without pay to a permanent investigator in accordance with N.J.A.C. 4:A:6-1.1 et seq.

ARTICLE XXIV - Sick LeaveSection 1

Sick leave with pay shall include any absence that occurs on any day and succeeding days that a investigator is not actively performing the duties of his/her assignments, provided the absence is due to any of the following:

- a. Personal illness;
- b. Accident (not service incurred);
- c. Exposure to contagious disease;
- d. Attendance upon a member of the immediate family who is seriously ill and requires such attendance; and
- e. Death of a relative not listed under bereavement leave, such absence not to exceed one (1) working day.

Section 2

Sick leave shall accrue at the rate of $1\frac{1}{2}$ working days for each month of service during the first year of employment, and 15 working days per year thereafter. Sick leave shall accumulate from year to year and shall be granted to the investigator as and when needed to the extent it has accrued.

Section 3

Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for workers' compensation shall not be chargeable to sick leave. If the claim for workers' compensation is denied, the time lost shall be chargeable to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Section 4

A new investigator shall earn sick leave at a rate of one and one quarter ($1\frac{1}{4}$) days per month on a month-to-month basis until completion of one full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the investigator for the balance of the calendar year ending December 31st.

Section 5

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Section 6

All active investigators shall accumulate sick leave year-to-year with an additional 15 days credited to each investigator at the beginning of each successive calendar year.

Section 7

Investigators who exhaust their accrued sick leave credits during any illness may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, with the approval of the Division Manager/Vicinage Chief Probation Officer or his designated representative is properly notified of the desire of the investigator to substitute such credits.

ARTICLE XXV - Accumulated Sick Time Payoff Upon Retirement

For the duration of this Agreement, all investigators shall be entitled to the Retirement Benefits in effect for Middlesex County employees on January 1, 1991.

ARTICLE XXVI - Annual Sick Time Buyout

At the end of each calendar year of this Agreement, investigators having used five (5) days or less annual sick leave out of fifteen (15) sick days credited per current year, may apply for and receive payment for sick days credited and not used. The following provisions apply:

1. Only employees having used five (5) days of sick leave or less out of fifteen days credited per calendar year qualify for participation.
2. Payment shall be made in the amount of one (1) day's pay for every three (3) days that are not used. Since the total number of sick days earned in a given year is fifteen (15), there is a maximum of five (5) days pay in the buyout of each calendar year.
3. If an employee is ineligible or does not wish to utilize the maximum of five (5) days, the balance of any unused sick days for that year will remain credited to the employee's sick day balance.
4. It is understood by all parties that this is an annual provision only, and sick days from any prior period cannot be used in the buyout determination.

ARTICLE XXVII - Medical Benefits

For the duration of this Agreement, all investigators shall be entitled to the Health Benefit package in effect for Middlesex County employees on January 1, 1991.

ARTICLE XXVIII - Restoration of Classification

All employees returning from any authorized leave of absence will be

restored to their original classification at the then appropriate rate of pay with no loss of seniority, employee's rights, privileges or benefits.

ARTICLE XXIX - Savings Clause

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

ARTICLE XXX - 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 the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or 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 (30) days to renegotiate the item(s) so severed.

ARTICLE XXXI - Policy on New Jersey 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 administration of the Courts.

ARTICLE XXXII - Merit and Fitness Principle

Subject to the conditions outlined in Article XXXI of this Agreement, the principle of merit and fitness and applicable Civil Service Rules apply in all matters relating to promotions and transfers within the probation service. In matters not regulated by Statute, Court Rule or Civil Service, or governed by the principle of merit and fitness, the principle of seniority shall be one of the factors considered in decisions to be made that affect the welfare of employees.

ARTICLE XXXIII - Maintenance of Benefits

This Agreement shall not be construed to deprive any employee of any previously granted benefit, right, privilege or protection within the control of the Judiciary and granted by the Laws of the State of New Jersey, Resolutions, Ordinances or Promulgations of the County of Middlesex, Rules and Regulations of any State Agency, or any applicable provision of the United States Constitution.

ARTICLE XXXIV - Dress Code

It is understood and agreed that no dress code will be instituted by the employer without prior negotiations and approval of the Association.

ARTICLE XXXV - Management Rights

All of the rights, power and authority possessed by the employer prior to the signing of this Agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE XXXVI - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1991, and shall remain in full force and effect until December 31, 1991. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this day of , 1991.

For the Judiciary

For the Association

Herman L. Breitkopf, A.J.S.C.

MEMORANDUM OF UNDERSTANDING

It is understood by all parties that Investigators and Senior Investigators shall not be entitled to an incremental movement for 1992 until such time as the 1992 Agreement has been approved and ratified.

For the Judiciary

For the Association

Herman L. Breitkopf, A.J.S.C.

APPENDIX A

MIDDLESEX INVESTIGATORS 1991 SALARY SCHEDULE

INVESTIGATORS

STEP	SALARY
1	\$18,950
2	\$19,508
3	\$20,065
4	\$20,623
5	\$21,180
6	\$21,738
7	\$22,295
8	\$22,853
9	\$23,410
10	\$23,968
11	\$24,525
12	\$25,083

SR. INVESTIGATORS

1	\$19,475
2	\$20,048
3	\$20,622
4	\$21,195
5	\$21,768
6	\$22,342
7	\$22,915
8	\$23,488
9	\$24,061
10	\$24,635
11	\$25,208
12	\$25,781
13	\$26,354