

Middlesex

THIS DOES NOT  
CIRCULATE

Middlesex County, Judges of the Court  
and

Middlesex County Probation Officers Assn.

\* \* \* \* \*

1983 MIDDLESEX COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

(Some Probation Officers and  
Probation Officers)

\* \* \* \* \*

LIBRARY  
Institute of Management and  
Labor Relations

NOV 15 1983

RUTGERS UNIVERSITY

x January 1, 1983 - December 31, 1983

TABLE OF CONTENTS

1983 MIDDLESEX COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

<u>Number</u>	<u>Article</u>	<u>Page Number</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1-2
IV	Promotional Increment	2
V	Provisional Appointment	2
VI	Automobiles	2-3
VII	Educational Awards	3
VIII	Training Programs	4
IX	Supper Allowance	4
X	Longevity	4
XI	Holidays	4-5
XII	Vacation and Other Leave Credits	5
XIII	Leaves of Absence	5-6
XIV	Health and Welfare Benefits	6
XV	Retirement Benefits	6
XVI	Association Business	6-7
XVII	Meetings	7
XVIII	Policy on Civil Service	8
XVIX	Merit and Fitness Principle	8
XIX	Grievance Procedure	8-9-10
XXI	Federal/State Laws - Severability	10
XXII	Conclusiveness of Agreement	10
XXIII	Duration of Contract	10
	Signature of Judges and Association Officials	11

Article I - Agreement

This agreement is entered into this \_\_\_\_\_ day of 1983 by and between the Judges of the Superior Court of Middlesex County, New Jersey (hereinafter referred to as the Judges) and the Middlesex County Probation Officers' Association (hereinafter referred to as the "Association").

Article II - Recognition

The Judges hereby recognize the Association as the sole and exclusive representative of Senior Probation Officers and Probation Officers of the Middlesex County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et seq.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. The County of Passaic et al. statutes, court rules, and case law provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties hereby recognize and agree to respond and comply to the request, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Article III - Salaries

Section A

Effective January 1, 1983 (and retroactive to that date), salary ranges for probation officers shall be established as follow:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$14,800	\$26,760
Probation Officer	\$12,800	\$22,028

Section B

Effective January 1, 1983 (and retroactive to that date), each probation officer hired prior to 1983 shall receive a salary increase of \$1,250 added to the officer's base salary in existence on December 31, 1982.

Section C

For the calendar year 1983, each probation officer's base salary shall be further increased in accordance with the

following salary adjustment table to become effective December 15, 1983. However, no probation officer shall be paid more than the maximum salary for the position held.

1. Officers with less than five (5) years of service - \$300.00. (Officers hired during 1983, prior to the signing of this collective agreement, shall receive a prorated share of this amount based on their date of hire.)
2. Officers with more than five (5) years of service but less than ten (10) years of service - \$450.00. (Officers hired in 1978 shall receive a prorated share of the additional \$150.00 granted by this adjustment category based on their anniversary date. For example, an officer hired on July 1, 1978 would receive \$75.00 in addition to the \$300.00 adjustment.)
3. Officers with more than ten (10) years of service - \$600.00. (Officers hired in 1973 shall receive a prorated share of the additional \$150.00 granted by this adjustment category based on their anniversary date. For example, an officer hired on July 1, 1973 would receive \$75.00 in addition to the \$450.00 adjustment.)

#### Article IV - Promotional Increment

During the term of this Agreement, a Probation Officer receiving a promotion to Senior Probation Officer shall receive a salary adjustment of \$678.00. A Senior Probation Officer receiving a promotion to Principal Probation Officer II shall receive a salary adjustment of \$771.00. In both cases, an affected officer shall receive the promotional amount or the minimum for the new position, whichever is greater.

#### Article V - Provisional Appointment

Any officer receiving a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his/her permanent Civil Service rank shall be entitled to and receive the established salary for that higher position during the period such appointment is in effect.

#### Article VI - Automobiles

##### Section A

As authorized by N.J.S.A. 2A:168-8, a probation officer, when designated by the Chief Probation Officer to use his/her private vehicle on probation department business, shall be reimbursed at the prevailing county mileage rate. Probation officers,

authorized to use their private vehicles, shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section B

Probation officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence, and property damage in the amount of \$25,000 for each occurrence. Probation officers shall receive an annual allowance of \$80.00 to help defray the cost of additional insurance premiums required for the use of private vehicles for business purposes. Possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer.

Article VII - Educational Awards

Section A

Probation officers who have, or who shall hereafter obtain a Master's Degree or a Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$600.00. This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section B

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Section C

Any probation officer earning 15 credits towards a Master's Degree will receive \$210.00. Any probation officer earning 30 credits towards a Master's Degree will receive \$370.00. The fields of study and procedure shall conform to Sections A and B above. These awards for achieved credits will be paid for a maximum period of three years from the date the milestones were reached, except in cases where the Master's Degree program requires achievement of 60 credits a maximum period of 4 years will be provided. This period may be extended for individual officers for good cause shown.

Article VIII - Training Programs

Upon approval of the Chief Probation Officer, within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend non-degree/certificate training and educational programs. Reimbursement for expenses shall be made after presentation of proper vouchers.

Article IX - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (5:30 P.M.) shall receive a supper allowance of \$5.75. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8 as per current practice.

Article X - Longevity

In accordance with the county longevity program negotiated by the parties, all eligible probation officers are entitled to receive longevity based upon their base salaries (up to a maximum base salary of \$22,000) as of December 31st of the previous year starting with the completion of the 8th year of service as follows:

- 9 through 15 years of service = 2%
- 16 through 20 years of service = 4%
- 21 years of service and over = 6%

If, during the period covered by this Agreement, the county grants to its employees generally any increase in longevity payments, such increases shall simultaneously be awarded to probation officers.

Article XI - Holiday

Section A

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1. these legal holidays shall include:

- January 1st .....New Year's Day
- January 15th .....Martin Luther King's Birthday
- February 12th .....Lincoln's Birthday
- 3rd Monday in February .....Washington's Birthday
- Last Monday in May .....Memorial Day
- July 4th .....Independence Day
- 1st Monday in September .....Labor Day
- 2nd Monday in October .....Columbus Day
- November 11th .....Armistice or Veterans' Day
- 4th Thursday in November .....Thanksgiving Day
- December 25th .....Christmas Day
- 1st Tuesday after 1st Monday in November..Election Day
- Good Friday

Section B

If any probation officer is required to work on a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

Article XII - Vacation and Other Leave Credits

Section A

Pursuant to R. 1:30-5(b), probation officers of the Middlesex County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county.

Section B

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

Section C

Probation officers shall receive 4 days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave, as distinct from vacation credits, must be used in the year in which it is granted or it will be forfeited. If, during the period covered by this Agreement, the county grants to its employees generally any increase in personal leave days, such increase shall simultaneously be awarded to probation officers.

Section D

Probation officers shall receive the same sick leave credits as are provided generally to other employees of the county.

Section E

Probation officers 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, provided the Chief Probation Officer or his designated representative is properly notified of the desire of the probation officer to substitute such credits.

Article XIII - Leaves of Absence

Pursuant to N.J.S.A. 4:1-17 et seq., the Judges may grant the privilege of a leave of absence with or without pay to a permanent probation officer for a period not to exceed six (6) months at any one time. Such leaves of absence may be renewed

for an additional period not to exceed six (6) months.

Types of leave shall be as follows:

1. Military Leave (N.J.A.C. 4:1-17.3)
2. Convention Leave (N.J.A.C. 4:1-17.4)
3. Education Leave (N.J.A.C. 4:1-17.7)
4. Emergency and Special Leave (N.J.A.C. 4:1-17.8)
5. Disability Leave (N.J.A.C. 4:1-17.9)

#### Article XIV - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Middlesex County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a prescription drug program, and a dental plan (permitting contributory family coverage).

If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

#### Article XV - Retirement Benefits

Probation officers of the Middlesex County Probation Department shall receive the same retirement benefits as are provided generally to other employees of the county. Probation officers shall be entitled to receive, upon retirement, a lump sum cash payment equal to 50% of their accrued sick leave credits up to a maximum of \$12,000.

#### Article XVI - Association Business

##### Section A

The Association shall furnish to the Chief Probation Officer the names of no more than four probation officers who are to be designated as Association stewards for the purpose of handling grievances.

##### Section B

The president of the Middlesex County Probation Officers' Association, or his designee, shall be the exclusive representative through whom all administration-initiated contacts shall be made.



### Section C

Time off with any pay shall be provided for official representatives of the Association, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 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 duly designated subordinate.

### Section D

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 Chief Probation Officer. As an alternative, the Association may place its own bulletin boards, paid for by the Association, throughout the department with the approval of the Chief Probation Officer.

### Section E

During the period of any orientation course conducted by the probation department for newly appointed probation officers, the Association will be granted up to a maximum of 30 minutes to outline Association goals, functions and activities. However, the department will not mandate that new employees must remain while the presentation is made. The determination as to when the presentation is to be made remains within the discretion of the department.

## Article XVII - Meetings

Representatives of the Association may meet with the Chief Probation Officer as the representative of the Judges to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

Representatives of the Association may request a meeting with the Liaison Judge to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. All such requests are to be in writing as to subject and content to be discussed and are to be processed through the Chief Probation Officer.

During any formal conference involving a grievance, dispute or disciplinary action held between an officer and his supervisor, the officer shall be given the opportunity after discussions have begun to request representation from the Association, as long as the Association representative is located in the same community where the conference is conducted.

### Article XVIII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service 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 XIX - Merit and Fitness Principle

Subject to the conditions outlined in Article XVIII 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 XX - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer or class of officers relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule 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 officer's immediate supervisor, i.e., the Principal Probation Officer II, if a Principal Probation Officer II is in fact the immediate supervisor. The Principal Probation Officer II shall make an effort to resolve the problem within three (3) working days. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent. If a Principal Probation Officer II is not the immediate supervisor, then the grievant shall initiate the grievance procedure at Step 2.

#### Step 2

If not resolved at the Principal Probation Officer II level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Principal Probation Officer I. The Principal Probation Officer I shall determine whether the

issue requires an interpretation of established departmental procedures or if it impacts upon a departmental policy. If the grievance requires an interpretation of departmental policy, the Principal Probation Officer I shall forward the grievance to the Assistant Chief Probation Officer level for processing. If the grievance requires an interpretation of established departmental procedures, it shall be the responsibility of the Principal Probation Officer I to render a decision in accordance with that procedure. In either event, it shall be the responsibility of the reviewing party to render a decision within five (5) working days of receipt of the grievance. The time limit in this step may be extended by mutual consent.

### Step 3

If not resolved at the supervisory level, the grievance shall be submitted to the Chief Probation Officer who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant 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 officer is not satisfied with the decision of the Chief Probation Officer, he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the provisions of the New Jersey State Board of Mediation's "Special Procedures," if the Board is willing to hear the grievance and make recommendations. With the agreement of both parties, this step may be bypassed and the grievance be submitted directly to Step 5.

It is understood that if there is a cost associated with the service, the cost of said mediation service will be split between the parties.

### Step 5

In the event Step 4 is bypassed, or if either party is not satisfied with the recommendations of the Board of Mediation, he/she may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency, provided that the Commission agrees to hear the case;
- (b) He may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness.

All grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief

Justice, Supreme Court of New Jersey, 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 5(b). 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 of the Association designated to represent him 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 a dispute covered by the terms of such agreement.

#### Article XXI - Federal/State Laws - 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 30 days to renegotiate the item so severed.

#### Article XXII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the right of the parties to reopen discussion of any such issue, by only by their mutual consent and upon the happening of some unforeseen event.

#### Article XXIII - Duration of Contract

##### Section A

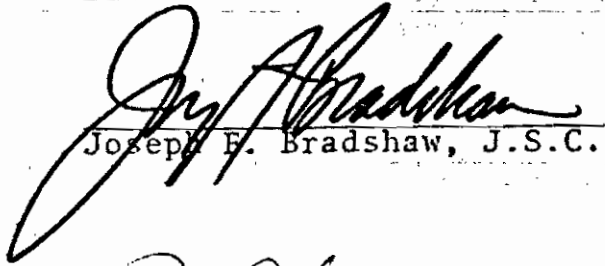
The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1983. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section B

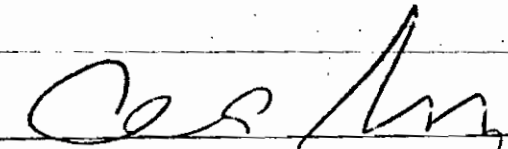
A written notice to terminate or modify this agreement is required to be given at least 60 days prior to December 31, 1983.

In witness of this Agreement, the parties to it have affixed their signatures this *10th* day of *June*, 1983.

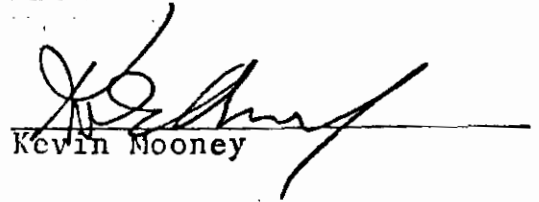
FOR THE JUDGES

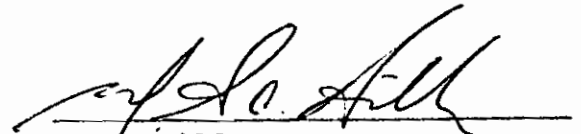
  
Joseph F. Bradshaw, J.S.C.

  
Robert A. Longhi, J.S.C.

  
Alan A. Rockoff, J.S.C.

FOR THE UNION

  
Kevin Mooney

  
Mark Billon

  
Robert H. Putro

1983 MIDDLESEX COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

Table of Contents

1983 MIDDLESEX COUNTY PRINCIPAL PROBATION OFFICERS' COLLECTIVE AGREEMENT

<u>Number</u>	<u>Article</u>	<u>Page Number</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1
IV	Promotional Increments	2
V	Provisional Appointment	2
VI	Automobiles	2
VII	Educational Awards	2-3
VIII	Supper Allowance	3
IX	Longevity	3
X	Holidays	3-4
XI	Vacation and Other Leave Credits	4-5
XII	Leaves of Absence	5
XIII	Transfers	5
XIV	Reassignment Bidding	5
XV	Health and Welfare Benefits	6
XVI	Union Business	6
XVII	Meetings	6
XVIII	Policy on Civil Service	6-7
XIX	Merit and Fitness Principle	7
XX	Grievance Procedure	7-8
XXI	Federal/State Laws - Severability	8
XXII	Conclusiveness of Agreement	9
XXIII	Duration of Contract	9
	Signature of Judges and Union Officials	9

Article I - Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the Judges of the Superior Court of Middlesex County, New Jersey (hereinafter referred to as the Judges) and the Middlesex County Principal Probation Officers' Association (hereinafter referred to as the Union).

Article II - Recognition

The Judges hereby recognize the Union as the sole and exclusive representative of the Principal Probation Officers II of the Middlesex County Probation Department (hereinafter referred to collectively as Principal Probation Officers) to negotiate matters relating to salaries and terms and conditions of employment.

Article III - Salaries

Section 1

Effective January 1, 1983 and retroactive to that date, the salary range for Principal Probation Officer II shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer II	\$21,400	\$32,500

Section 2

Effective January 1, 1983 and retroactive to that date, each Principal Probation Officer II shall receive a salary adjustment of \$1,900 added to their December 31, 1982 base salary up to the maximum base salary of \$32,500 as set forth in Section 1 of this Article. In no event shall a Principal Probation Officer II base salary be permitted to exceed the maximum for the range as established in Section 1 of this Article. If a Principal Probation Officer II reaches his or her maximum base salary as a result of the awarding of the salary adjustment set forth in this Section, such officer's base salary shall not exceed the maximum for the position but shall be paid a lump sum award equal to the difference of the \$1,900 adjustment above the maximum salary.

Section 3

Effective December 15, 1983 each Principal Probation Officer II who, after receiving the salary increase described in Section 2 above has not attained the maximum base salary for the position, shall receive \$500 progression toward his or her maximum base salary or a lesser amount equal to the difference between the maximum established for the position and the officer's base salary following the award set forth in Section 2 of this Article. In no case shall an officer's salary exceed the \$32,500 maximum as established for the position in Section 1 of this Article.



Article IV - Promotional Increment

During the term of this Agreement, a Principal Probation Officer II receiving a promotion to Principal Probation Officer I shall receive a salary adjustment of \$884.

Article V - Provisional Appointment

Any officer receiving a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his/her permanent Civil Service rank shall be entitled to and receive the established salary for that higher position during the period such appointment is in effect.

Article VI - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a Principal Probation Officer, when designated by the Chief Probation Officer to use his/her private vehicle on probation department, shall be reimbursed at the prevailing county mileage rate. Principal Probation Officers, authorized to use their private vehicles, shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

Principal Probation Officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicle covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence. Principal Probation Officers shall receive an annual allowance of \$80 to help defray the cost of additional insurance premiums required for the use of private vehicles for business purposes. Possession of such coverage shall be verified by submission of satisfactory proof to the Chief Probation Officer.

Article VII - Educational Awards

Section 1

Principal Probation Officers who have, or who shall hereafter obtain a Master's Degree or a Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$600. This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section 2

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Section 3

Any Principal Probation Officer earning 15 credits towards a Master's Degree will receive \$210. Any Principal Probation Officer earning 30 credits towards a Master's Degree will receive \$370. The fields of study and procedure shall conform to Sections 1 and 2 above. These awards for achieved credits will be paid for a maximum period of three years from the date the milestones were reached. This period may be extended for individual officers for good cause shown.

Article VIII - Supper Allowance

Section 1

~~Retroactive to January 1, 1983,~~ Principal Probation Officers who are required to remain on duty through the supper hour (5:30 P.M.) shall receive supper allowance of up to \$5.75. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Article IX - Longevity

In accordance with the county longevity program negotiated by the parties, all eligible Principal Probation Officers II are entitled to receive longevity based upon their base salaries (up to a maximum base salary of \$22,000) as of December 31st of the previous year starting with the completion of the 8th year of service as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	4%
21 years of service and over	=	6%

If, during the period covered by this Agreement, the county grants to its employees generally any increase in longevity payments, such increases shall simultaneously be awarded to probation officers.

Article X - Holidays

Section 1

Principal Probation Officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....	New Year's Day
January 15th.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veteran's Day
4th Thursday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

Section 2

If any Principal Probation Officer is required to work on a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off,

Article XI - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), Principal Probation Officers of the Middlesex County Probation Department shall receive the same vacation credits as are provided generally to other employees of the county.

Section 2

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

Section 3

Principal Probation Officers shall receive four (4) days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave, as distinct from vacation credits, must be used in the year in which it is granted or it will be forfeited. If, during the period covered by this Agreement, the county grants to its employees generally any increase in personal leave days, such increase shall simultaneously be awarded to Principal Probation Officers.

Section 4

Principal Probation Officers shall receive the same sick leave credits as are provided generally to other employees of the county.

Section 5

Principal Probation Officers 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, provided the Chief Probation Officer or his designated representative is properly notified of the desire of the Principal Probation Officer to substitute such credits.

#### Article XII - Leaves of Absence

Pursuant to N.J.A.C. 4:1-17 et seq., the Judges may grant the privilege of a leave of absence with or without pay to a permanent Principal Probation Officer for a period not to exceed six (6) months at any one time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months. These types of leave shall be as follows:

1. Military Leave (N.J.A.C. 4:1-17.3)
2. Convention Leave (N.J.A.C. 4:1-17.1)
3. Education Leave (N.J.A.C. 4:1-17.7)
4. Emergency and Special Leave (N.J.A.C. 4:1-17.8)
5. Disability Leave (N.J.A.C. 4:1-17.9)

#### Article XIII - Transfers

When vacant positions exist, all Principal Probation Officers II will be given the opportunity to apply. Seniority, experience and ability will be given appropriate weight in the selection process. Once the selection has been made, it will be announced. Those not selected may inquire as to the reason or reasons they were not selected and a reply will be rendered within fifteen (15) days by the Chief Probation Officer.

#### Article XIV - Reassignment Bidding

The Chief Probation Officer shall promulgate a policy establishing a procedure permitting Principal Probation Officers II, within a divisional unit, such as adult supervision, to bid on an available Principal Probation Officer II vacancy within that unit. The procedure shall permit Principal Probation Officers II interested in a reassignment within a unit to make their request in writing setting forth the position within the unit desired. Such information shall be forwarded to the Chief or his official designee for consideration upon filling unit vacancies.

Bidding is permissible only at the time an initial vacancy is communicated to Principal Probation Officers II in the unit. Nothing in this Article shall be construed as limiting the Chief's selection criteria or his discretion in filling the vacancy either by promotion, departmental transfer, or reassignment. Notwithstanding the provisions set forth in this Article, the bidding policy shall be experimental in nature. Therefore, the Chief Probation Officer may discontinue this procedure at any time should he determine that it has had a negative impact on his ability to manage the department.

## Article XV - Health and Welfare Benefits

Principal Probation Officers shall continue to be provided with all health and welfare benefits presently granted to Middlesex County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a prescription drug program and a dental plan (permitting contributory family coverage).

If, during the term of the Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to Principal Probation Officers.

## Article XVI - Union Business

### Section 1

The Union shall furnish to the Chief Probation Officer the names of two Principal Probation Officers who are to be designated as Union stewards for the purpose of handling grievances. One Principal Probation Officer shall be the primary representative with the second Principal Probation Officer acting as assistant and/or substitute representative.

### Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is not in excess of five (5) days in each calendar year, 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.

### Section 3

The departmental bulletin board shall be made available to the Union for the posting of announcements, notices, etc., subject to the reasonable control of the Chief Probation Officer.

## Article XVII - Meetings

Representatives of the Union may meet with the Chief Probation Officer as the representative of the Judges to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

## Article XVIII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service 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 XIX - Merit and Fitness Principle

Subject to the conditions outlined in Article XVIII 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 XX - Grievance Procedure

The parties agree that a complaint or grievance of any Principal Probation Officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, 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 Principal Probation Officer's immediate superior, who shall determine whether the issue requires an interpretation of established departmental procedures or if it impacts on a departmental policy. If the grievance requires an interpretation of departmental policy, the Principal Probation Officer I shall forward the grievance to the Assistant Chief level for processing. If the grievance requires an interpretation of established departmental procedures, it shall be the responsibility of the Principal Probation Officer I to render a decision in accordance with that procedure. In either event, it shall be the responsibility of the reviewing party to render a decision within five (5) working days of the receipt of the grievance. The time limit may be extended by mutual consent.

##### Step 2

If not resolved at the level of the immediate superior or the Assistant Chief, the grievance shall be put in writing, signed by the aggrieved Principal Probation Officer II and submitted to the Chief Probation Officer who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The limit in this step may be extended by mutual consent.

Step 3

If the aggrieved Principal Probation Officer is not satisfied with the decision of the Chief Probation Officer, he/she may choose to utilize one of the following two (2) options:

- (a) The Principal Probation Officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case.
- (b) He/she may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered within fifteen (15) working days. The Judges may designate a representative who is not an employee of the Courts to hear and make recommendations to them for disposition.
- (c) Nothing herein shall be construed as to deprive any officer of any right of appeal to the courts which he/she may now enjoy.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court of New Jersey, 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 3(b). In using the grievance procedure established herewith, an officer is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Union designated to represent him 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 XXI - Federal/State Laws - 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 so severed.

Article XXII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue but only by their mutual consent and upon the happening of some unforeseen event.

Article XXIII - Duration of Contract

Section 1

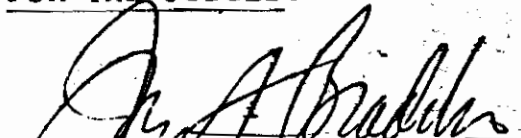
The provisions of the Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1983. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2


The written notice to terminate or modify this contract may be given at least ninety (90) days prior to December 31, 1983, at which time negotiations on non-economic matters may begin.

In witness of this Agreement, the parties to it have affixed their signatures this 29th day of June, 1983.


FOR THE JUDGES:

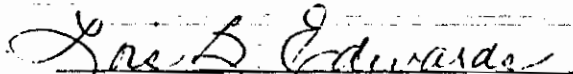
  
Joseph F. Bradshaw, J.S.C.

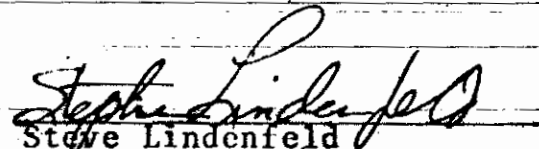
  
Robert A. Longhi, J.S.C.

  
Alan A. Rockoff, J.S.C.

FOR THE UNION:

  
William J. Coyne

  
Lois B. Edwards

  
Steve Lindenfeld