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THIS DOES NOT  
CIRCULATE

1979  
RUTGERS UNIVERSITY

11/79 - 12/31/80  
THIS AGREEMENT made the 18<sup>th</sup> day of Oct 1979 between  
THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen  
Freeholders (hereinafter known as the Employer) and PROBATION INVESTIGATORS  
ASSOCIATION (hereinafter known as the Association).

WHEREAS, the Association has been selected as the bargaining  
agent by the employees hereinafter to be defined, in accordance with Chapter  
303 of the Laws of 1968, and said Association has been recognized as such by  
the Employer; and

WHEREAS, said Association has been in negotiations with  
the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the parties have agreed upon certain terms of  
employment as a result of the negotiations carried on pursuant to Law,

NOW, THEREFORE, subject to Law as herein provided, the parties  
hereto, in consideration of the following mutual promises, covenants and  
agreements contained herein, do hereby establish the following terms and  
conditions which shall govern the activities of the parties and all affected  
employees:

I. RECOGNITION: The Association is hereby designated as the  
bargaining agent for all employees employed by the County of Middlesex in the  
following job titles:

Investigator, Probation Department

Salary Range 1979 - 8203-13034

Salary Range 1980 - 8613-13685

Senior Investigator - Probation Department

Salary Range 1979 - 9496-15089

Salary Range 1980 - 9971-15845

II. 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. The Departmental chain of command will not apply to association matters.

III. WAGES:

A. Effective January 1, 1979 all eligible employees covered by this agreement will be paid in accordance with the County wage submittal dated September 26th, 1979 covering wages from January 1st, 1979 to December 31st, 1980.

B. WAGE INCREASE ELIGIBILITY - All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated in the following manner and with the following exceptions:

1. Employees hired in 1978 and thereafter will receive a pro-rata share of the Negotiated Wage Increase on the first January following their start of employment i.e. commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth of the negotiated wage increase (.0833 times number of months of service, times negotiated wage increase equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January they will receive a full share of the negotiated wage increase.

2. Employees who sever employment with the County prior to the acceptance of the wage offer (September 26th, 1979) will not be included in the wage increase, with the exception of retirees. For deceased employees, payment will be made to his/her estate.

**C. OVERTIME:**

1. All employees covered by this agreement shall be entitled to receive additional compensation for all hours worked in excess of 35 hours per week, at the rate of 1.5 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.
2. 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 the computation of overtime, should overtime occur during the work period.
3. 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.
4. The basic hourly rate shall be computed by dividing the employee's negotiated annual salary by the factor 1,820 (52 average weeks per year times thirty-five (35) hours per week).
5. 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 is suffered or permitted to work.
6. Employees who work on a holiday shall be paid for the holiday at their regular hourly rate, plus one and one-half 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 1½ hours for each holiday hour worked; such time to be taken at a later, mutually acceptable date.

7. If an employee is called into work at other than normal working hours/day 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 of any succeeding hour worked. It is understood that this paragraph is not applicable to scheduled overtime.

8. Stand-by shall be defined as any employee who can 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 \$5.00 (five dollars) per day for such duties during the work week, two (2) hours overtime pay for Saturday, Sunday (the 6th and 7th workday) and designated holidays.

9. 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 will not be considered for or against the work record of the employees.

IV. 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 times 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 employees' personnel file by the appointing authority.

V. PROMOTIONS: Any employee promoted by Civil Service Certification or provisional appointment will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4% 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 eligibles which names him/her the provisional, will be returned to his/her previous lower title. The 4% 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.

VI. MERIT INCREASES: It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining 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 contract will be observed.

VII. NEW EMPLOYEES: It is the intention of the County in cooperation with the bargaining 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 Union Representative.

VIII. It is agreed that all general fringe benefits given to all other County employees by General County Policy, will also be granted to the employees covered by this agreement.

IX. All Investigators who are required to remain on duty during the supper hour shall receive a meal allowance of \$4.50 for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 p.m.

X. Each Investigator who is required to use his/her personal automobile in the performance of his/her official duties shall receive fourteen (\$.14) cents per mile during the time the car is used for this purpose. Also, he/she shall receive the sum of \$20.00 annually to help pay the cost of additional insurance premiums required for the use of said vehicles for business purposes. The proof of such insurance shall be documented.

XI. 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.

XII. The Association President or designated Association Official shall have access to the Chief Probation Officer or his designee to discuss matters of mutual concern that do not necessarily involve a grievance or complaint. The Association will request the Chief Probation Officer or his designee for an appointment and at such time stipulate matters to be discussed. The Chief or his designee will set forth a time mutually agreed upon for said discussion.

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

XIV. GRIEVANCE PROCEDURE:

Definition: A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken against him/her which violates any right arising out of his/her employment. During a grievance meeting the primary concern will be the intent of the negotiators representing the County and the Association when the agreement was reached.

The term "grievance" and the grievance procedure set forth herein shall not apply to matters involving the sole and exclusive discretion of the Board of Freeholders, or the Chief Probation Officer; or to matters where the Board of Freeholders or the Chief Probation Officer are without authority to act.

Step 1. Any complaint or grievance of an investigator that cannot be resolved informally at the supervisory level within five working days shall proceed to a formal determination.

Step 2. The complaint or grievance shall be put in writing signed by the aggrieved investigator and submitted to his division supervisor, who will acknowledge its receipt within two working days and shall render a decision within three working days thereafter.

Step 3. If the aggrieved investigator is not satisfied he shall submit the grievance to the Chief Probation Officer who will acknowledge its receipt within three working days and shall render a decision within five working days thereafter. By mutual consent, the time limit in this step can be extended.

Step 4. If the aggrieved investigator is not satisfied with the decision of the Chief Probation Officer and wishes to pursue the matter further, he/she may request the grievance be submitted to the Middlesex County Personnel Director who shall hear the grievance and make recommendations for its resolution within an additional five (5) working days. This time limit may also be extended by mutual consent.

Step 5. If the recommendations of the County Personnel Director do not satisfactorily resolve the problem, the aggrieved investigator may select the following for a final determination of the grievance.

He/she may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.

Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

All grievances and complaints that are related to judicial policy shall be limited to Step 3.

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 a bona fide member(s) of the Association designated to represent him/her pursuant to this agreement.

Employees grievances shall be presented to the County Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in the contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employees signature shall not be accepted or processed.

XV. LONGEVITY: All eligible investigators shall be entitled to receive a longevity increase which will be based upon their salary as of December 31st, 1978. The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Middlesex County Board of Freeholders on March 18th, 1971, and as amended.

Effective May 18th, 1978, the present longevity policy will continue for all employees on the payroll as of May 18th, 1978. Employees commencing employment after said date shall not accrue longevity, unless provisions for same are authorized by the Board of Chosen Freeholders.

XVI. 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 or Federal Government provided said Holiday has been approved by the Board of Chosen Freeholders.



XVII. VACATIONS: All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

<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 periods 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 the pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

In 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.

XVIII. LEAVES OF ABSENCE: 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.

XIX. CONTRACT NEGOTIATION REPRESENTATIVES: It is understood and agreed that bargaining units representing up to 100 employees will be entitled to two contract negotiators. Units representing over 100 employees will be entitled to three contract negotiators.

XX. BEREAVEMENT: All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, 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, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XXI. COMPUTATION ERRORS: During the life of this contract computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

XXII. PERSONAL DAYS: Each employee shall be entitled to three (3) personal days with pay to be taken during the year at mutual discretion. Prior notification shall be given to the supervisor to permit the normal functions of the Probation Department. Personal days shall not be carried over to the subsequent year.

XXIII. LEAVES WITHOUT PAY: Under the following conditions and in accordance with all applicable laws of and Civil Service rules, leaves without pay shall be provided to investigators.

A. For purpose of further education in a related field up to a maximum of one year as authorized by Civil Service rule and when approved by the Chief Probation Officer.

B. For periods of illness beyond an employee's sick leave and vacation days as authorized by Civil Service laws and rules in accordance with the rules laid down for other County employees by the Middlesex County Board of Freeholders.

C. Maternity Leave: Employees who have attained permanent status, and who are entitled to a six month maternity leave of absence shall be granted an extension, not to exceed six months, without penalty if, in the opinion of the employee's attending Physician such extension is warranted by the physical or emotional health of the employee.

XXIV. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick-days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave.

Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

XXV. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT: Employees covered under the terms of this agreement, may elect, upon retirement to receive a lump sum payment, as supplemental compensation of one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (no to exceed \$12,000.00) which is credited to them on the employment records and certified by the appointing authority on the effective date of retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XXVI. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' family shall be covered by Blue Cross, Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

The Rutgers Community Health Plan (R.C.H.P.) is available to the employee as an alternate to Blue Cross, Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected the employee may be subject to a payroll deduction depending on the type of coverage.

All full-time and eligible part-time employees shall be covered by Great-West Life Assurance Company Dental Plan or a similar plan at the employer's expense.

BLUE CROSS, BLUE SHIELD FOR RETIREES: A program for paying the cost of Blue Cross, Blue Shield for employees retiring with twenty-five (25) years of service, who are sixty-two (62) years of age or older, will be formulated for the 1978 contract year.

DRUG PRESCRIPTION PLAN: All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the Employee.

XXVII. 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.

XXVIII. All employee's work schedules shall provide for a fifteen (15) minute break during each one-half day. A break shall be scheduled at the middle of each one-half workday whenever this is feasible, providing it does not interfere with the normal functions of the Probation Department.

XXIX. 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 or Civil Service rule, 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 effect the welfare of employees.

XXX. In addition to the provisions heretofore mentioned in this contract, all rights, benefits and matters of custom now granted by the New Jersey Civil Service Commission shall remain in effect.

XXXI. 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.

XXXII. NO-STRIKE OR LOCK-OUT: Neither the Association nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentional interruption of work. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an

arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

XXXIII. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1st, 1979 until December 31st, 1980.

This agreement may be reopened for the 1981 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1980.

Should any provisions of this contract be found in violation of any rule having the force and effect of law, all other provisions of this contract 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 both possible and feasible.


All of the provisions of this agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.


COUNTY OF MIDDLESEX

ATTEST:

By its Board of Chosen Freeholders

  
STEPHEN J. CAESTRO, DIRECTOR

  
MARY C. HUDSON, CLERK

  
ASSOCIATION PRESIDENT, ACTING

  
ASSOCIATION REPRESENTATIVE