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THIS AGREEMENT made the 6th day of Sept 1973 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:

1- 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 \$7263-\$9475

2- 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.

3- WAGES AND PAY PERIODS: Effective January 1, 1973 all eligible Probation Investigators will receive a salary increase of 7½% of their base salary as of December 31, 1972 for the contract year 1973.

In accordance with the Federal Guidelines the parties agree that this increase is subject to possible review by the Federal Regulatory Agency or any other agency designated by the Federal Government to administer Federal Guidelines and their findings will be binding.

4- All Investigators who are required to remain on duty during the supper hour shall receive a meal allowance of \$3.50 for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 P.M.

5- Each Investigator who is required to use his/her personal automobile in the performance of his/her official duties shall receive twelve (12) 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 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.

6- 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.

7- It is further agreed that the Chief Probation Officer shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

8- The Association shall furnish to the Chief Probation Officer the name of one investigator who is designated as Association Steward for the purpose of handling grievances.

9- Definition: A grievance is any alleged violation of this agreement, or any dispute with regard to its meaning or application. Items not covered in this agreement may not be the subject of a grievance at any step in the procedures outlined herein. 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 Adjuster 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 Adjuster 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.

In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Association designated to represent him pursuant to this agreement.

10- LONGEVITY: All eligible investigators shall be entitled to receive a longevity increase which will be based upon their salary as of December 31, 1972. 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 18, 1971, and as amended, which Resolution is herein incorporated and made a part of this Agreement.

11- 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.

12- VACATIONS: All employees shall be granted vacation leave based upon the following from the date they are hired:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION LEAVE</u>
Less than one year	One working day for each month of service.
One to nine years	Twelve working days during each year of service.
Ten to nineteen years	Sixteen working days during each year of service.
Twenty years or more	Twenty working days during each year of service.

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.

ACCUMULATION OF SERVICE: Vacation leave days may accumulate from year to year, but no one shall be permitted to accumulate more than thirty (30) days of unused vacation.

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.

13- 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.

14- PERSONAL DAYS: Each employee shall be entitled to three (3) personal days with pay to be taken during the year at the employer's 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.

15- 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.

16- SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) 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.

17- MEDICAL BENEFITS: All employees shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical, at the Middlesex County Board of Freeholder's expense.

All employees shall be covered by the New Jersey Dental Service Plan as outlined by the Procedures Covered under the Basic Contract, Option A, Riders 1, 2 & 3 at the Middlesex County Board of Freeholder's expense, as soon as said plan becomes effective.

Family coverage (Rider 4) is available to all employees at their expense provided all requirements of the Carrier are met.

18- RESTORATION OF CLASSIFICATION: All employees returning from any authorized leave of absence will be restored to their original classification as the then appropriate rate of pay with no loss of seniority, employee's rights, privileges or benefits.

19- 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.

20- 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.

21- 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.

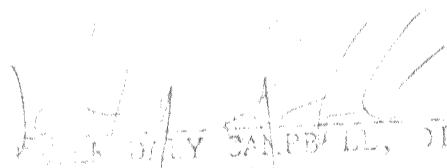
22- MANAGEMENT RIGHTS: All of the rights, power and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

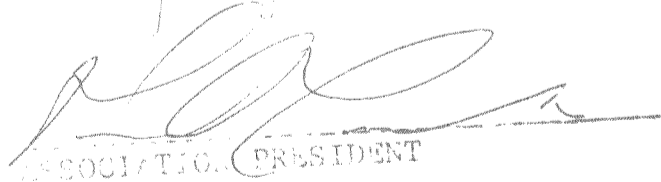
23- NO-STRIKE OR LOCK-OUT DIVISION: Neither the Association nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted

work stoppage, lock-out of any other intentions of 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.

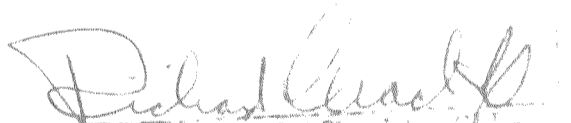
24. This Agreement is specifically made retroactive to January 1, 1973 and shall be continued in effect to December 31, 1973. However, a party may re-open this agreement for purposes of negotiating a 1974 or subsequent years agreement, by giving written notice to the other party at least 60 and not more than 90 days prior to December 31, 1973. 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.

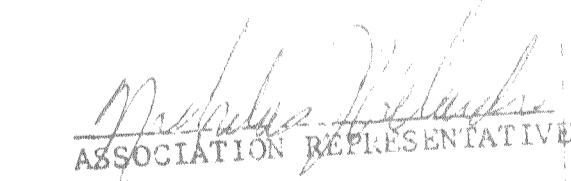
TOWNSHIP OF MIDDLESSEX
by its Board of Chosen Freeholders


ROBERT D. CAMPBELL, DIRECTOR


ASSOCIATION PRESIDENT

ATTEST:


RICHARD M. MAGI, JR., CLERK


ASSOCIATION REPRESENTATIVE