

1977-78 Middlesex County Probation Supervisors' Contract 1

Article 1 - Agreement

This agreement entered into this 22nd day of September, 1977 by and between the Judges of the County of Middlesex County, New Jersey (hereinafter referred to as the Judges) and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, Local #2290 (hereinafter referred to as the "Union").

Article II - Recognition

The Judges hereby recognize the Union pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Principal Probation Officers I and 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 pursuant to the provisions of N.J.S.A. 3A: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 provides 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 requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Article III - Salaries

Section 1

Effective January 1, 1977 salary ranges for principal probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Principal Probation Officer	\$14,732	\$23,019
Principal Probation Officer II	14,035	21,879

Section 2

Effective January 1, 1977 each principal probation officer receiving an annual salary of less than the appropriate 1976 maximum salary, i.e., \$21,513 for Principal Probation Officer I and \$20,448 for Principal Probation Officer II, shall

receive a salary adjustment equal to 6.5% of the officer's base salary as of December 31, 1976.

Section 3

Effective January 1, 1977 each Principal Probation Officer I receiving an annual salary of \$21,513 and each Principal Probation Officer II receiving an annual salary of \$20,448 shall receive a salary adjustment equal to the average dollar increase for all principal probation officers under the provision of Section 2 above.

Section 4

Salary adjustments for the year beginning January 1, 1978 shall be subject to reopened negotiations to commence at least 60 days prior to December 31, 1977.

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 adjust 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 business shall be reimbursed at the prevailing county mileage rate, presently at 14¢ per mile. Principal probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled 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 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. Principal probation officers shall receive

an annual allowance of \$80 annually 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

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 \$400. 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 toward a Master's Degree will receive \$150. Any principal probation officer earning 30 credits toward a Master's Degree will receive \$275. 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.

Article VIII - Supper Allowance

Section 1

Effective January 1, 1977 principal probation officers who are required to remain on duty through the supper hour (5:30 P.M.) shall receive a supper allowance of up to \$4.40. Reimbursement shall be made after submission of a voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

Section 2

Effective January 1, 1978 principal probation officers who are required to remain on duty through the supper hour (5:30 P.M.) shall receive a supper allowance of up to \$4.50.

Article IX - Longevity

Principal probation officers shall continue to receive longevity payments as are granted to Middlesex County employees generally. If during the period covered by this agreement, the County grants to its employees generally any increase in longevity payments such increase shall simultaneously be awarded to principal 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 |
| 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. | |

Effective in 1978 the above list will be expanded to include January 15. Martin Luther King 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 selecting 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 3 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 probation officer for a period not to exceed six 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. 4:17-7)
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 - 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 and a dental plan (permitting contributory family coverage).

Effective January 1, 1978 principal probation officers shall be entitled to coverage under the county prescription drug program. If this program is offered to county employees generally at an earlier date, the principal probation officers shall receive coverage at the same time.

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 principal probation officers.

Article XIV - Union Business

Section 1

The Union shall furnish to the Chief Probation Officers 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 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 XV - 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 XVI - Merit and Fitness Principle

The principle of merit and fitness and applicable Civil Service Rules shall apply in all matters relating to promotions and transfers within the probation service. In matters not regulated by statute, Court Rule 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.

Article XVII - Grievance Procedure

As authorized by N.J.S.A. 34:13-A5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, 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 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 principal probation officer's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, 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 time limits 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 may choose to utilize one of the following two options for a final determination of the grievance:

- (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 County Court Judges, in which case the decision of the Judges shall be final and shall be rendered within 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.

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 3(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 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. (N.J.S.A. 34:13A-5.3)

Article XVIII - Savings Clause

Should any article, section, or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

Article XIX - Conclusive 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 XX - Duration of Contract

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977, and shall remain in full force and effect until December 31, 1978. By mutual concurrence of the parties, they may be continued for an additional time period.

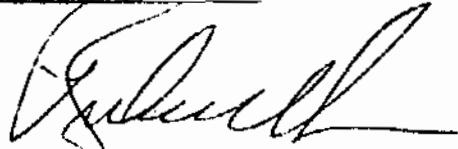
Section 2

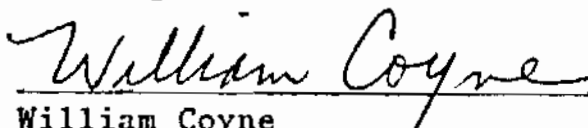
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1978.

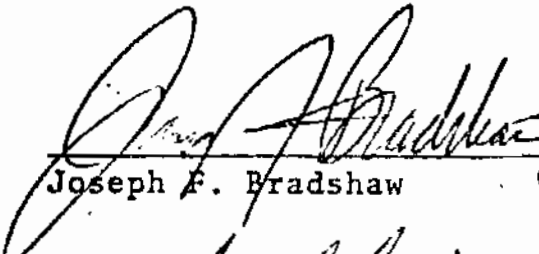
In witness of this agreement, the parties to it have affixed their signatures this *Twenty second* day of *September* 1977.

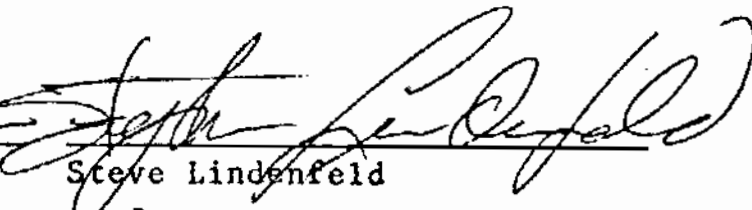
FOR THE JUDGES

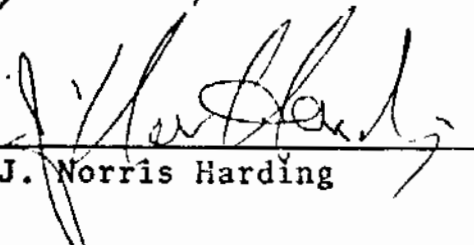
FOR THE UNION

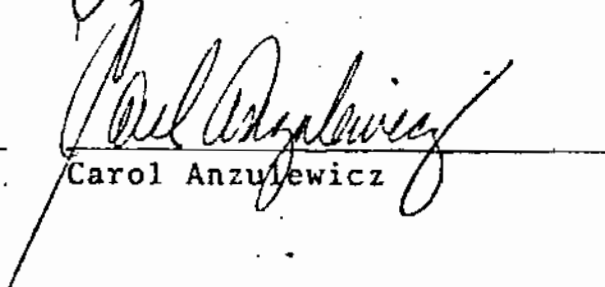

Richard S. Cohen



William Coyne


Joseph F. Bradshaw


Steve Lindenfeld


J. Norris Harding


Carol Anzulewicz


Robert A. Longhi


Alan A. Rockoff