

THIS DOES NOT  
CIRCULATE

Article 1 - Agreement

This agreement is entered into this 9th day of June 1978 by and between the Judges of the County 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 pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the 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 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 probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$12,363	\$17,827
Probation Officer	10,500	14,512

Section 2

Effective January 1, 1977 each probation officer 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, 1978 salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$12,663.	\$18,665.
Probation Officer	10,800.	15,200.

#### Section 4

Effective January 1, 1978 each probation officer not at maximum salary on December 31, 1977 shall receive a salary adjustment equal to 6.0% of the officer's base salary as of December 31, 1977. Each probation officer at maximum salary on December 31, 1977 shall receive a salary adjustment equal to the average adjustment received by other officers occupying the same title (e.g., probation officer or senior probation officer).

#### 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. A Senior Probation Officer receiving a promotion to Principal Probation Officer II shall receive a salary adjustment of \$771. In both cases an affected officer shall receive the promotional amount or the minimum for the new position, whichever is greater.

#### Article V - Clothing Allowance

Commencing January 1, 1977 each probation officer shall receive a clothing allowance of \$250 annually. This allowance shall be pro-rated where applicable e.g. officers that have worked less than a full calendar year.

#### Article VI - 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 VII - Automobiles

##### Section 1

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 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

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 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 VIII - 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 probation officer earning 15 credits toward a Master's Degree will receive \$150. Any 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 except in cases where the Master's Degree program requires achievement of 60 credits and a maximum period of 4 years will be provided.

Article IX - 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 X - Supper Allowance

Section 1

Effective January 1, 1977 probation officers who are required to remain on duty through the supper hour (5:30 P.M.) shall receive a supper allowance of \$4.40. 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.

Section 2

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

Article XI - Longevity

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 increases shall simultaneously be awarded to probation officers.

Article XII - Holidays

Section 1

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 15th . . . . .Martin Luther King Day.

## Section 2

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 XIII - Vacation and Other Leave Credits

### Section 1

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 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

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 probation officers.

### Section 4

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

### Section 5

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 XIV - 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 XV - 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 and a dental plan (permitting contributory family coverage).

Effective January 1, 1978 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 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 probation officers.

#### Article XVI - 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 XVII - Association Business

##### Section 1

The Association shall furnish to the Chief Probation Officer the names of four probation officers who are to be designated as Association stewards for the purpose of handling grievances.

## Section 2

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 3

Time off with 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. 38:23-2, 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 4

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.

## Article XVIII - 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 County Court 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.

## Article XIX - 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 XX - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 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 probation officer or class of 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 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 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, who shall render a decision within five (5) working days. 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 that the cost of said mediation service should 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 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 with reasonable promptness.

All grievances and complaints that are related to judicial policy and/or the authority of the County Court Judges, 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 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 any dispute covered by the terms of such agreement.  
(N.J.S.A. 34:13A-5.3)

#### Article XXI - 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 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 on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

Article XXII - 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

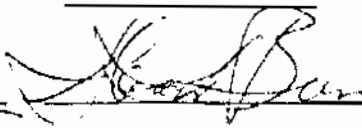
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1978.


In witness of this agreement, the parties to it have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 1978.

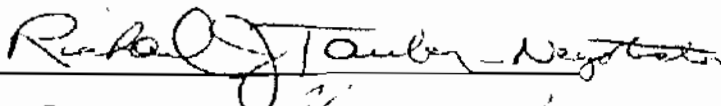
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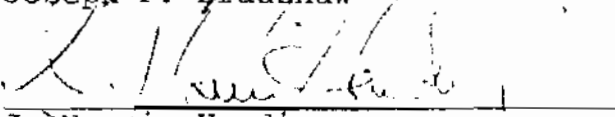
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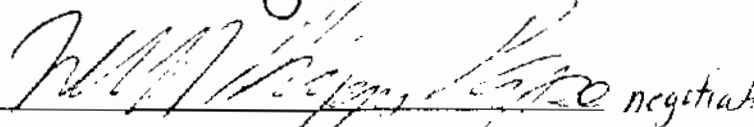
  
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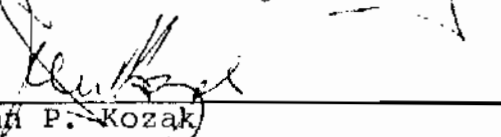
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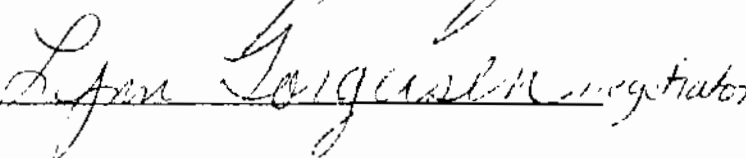
  
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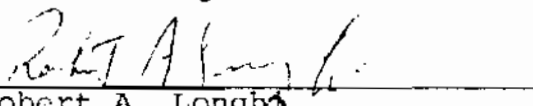
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J. Norris Harding


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John P. Kozak

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Robert A. Longha

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