

2-0032
12-00

1973

AFSCME

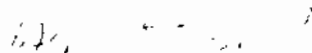
... of the County of ...
... of the present Principal Probation Officer
... County for the date of ...
... shall be paid in the ...
... of the County.

<u>NAME</u>	<u>TITLE</u>	<u>RATE</u>
A. Benson	Principal Probation Officer I	17,551.00
B. Brown	Principal Probation Officer I	17,551.00
C. Avila-Lopez	Principal Probation Officer II	15,153.00
D. Burke	Principal Probation Officer II	15,153.00
E. C. Gray	Principal Probation Officer II	16,567.00
F. Delant	Principal Probation Officer II	16,917.00
G. Hagan	Principal Probation Officer II	13,922.00
H. Jancosa	Principal Probation Officer II	13,922.00
I. J. Kaub	Principal Probation Officer II	15,346.00
J. L. E. Feld	Principal Probation Officer II	14,537.00
K. M. H. H.	Principal Probation Officer II	15,153.00
L. J. Hagan*	Principal Probation Officer II	14,172.00
M. J. Hagan	Principal Probation Officer II	15,153.00

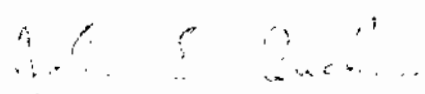
* SHERIFF

This order does not establish the salaries of the Probation Officer or the Assistant Chief Probation Officer in Middlesex County for the calendar year 1973.

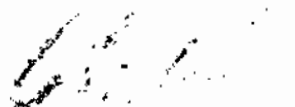
Dated 11/14/72




Joseph P. Deegan, Jr., J.C.C.



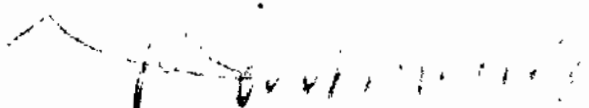
John R. Bachman, J.C.C.



Abe S. Schwartz, J.C.C.



DuBois S. Thompson, J.C.C.



C. John Stroumtsos, J.C.C.

Herman Breitkopf, J.C.C.

AGREEMENT

THIS agreement made the 24th day of May 1973, and between the Judges of the County Courts of Middlesex County New Jersey, and their successors, hereinafter referred to as "Judges," and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, hereinafter referred to as the "Union". The parties to this agreement agree to abide by all applicable laws and rules that have the force and effect of law that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex, national origin, and marital status.

WITNESSETH:

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, is the exclusive bargaining representative for the Principal Probation Officers I and II of the Middlesex County Probation Department; and

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, has been in negotiation pursuant to Chapter 303, Laws of 1968 of the State of New Jersey, with representatives of the Judges concerning salaries and the allocation of funds and fringe benefits; and

WHEREAS, the Judges, and the Union have agreed upon the salary ranges and other fringe benefits and the allocation of other funds for the calendar year 1973.

AND, it is further understood that the prefaces contained herein are deemed part of this agreement.

NOW, THEREFORE, subject to law as herein provided the parties hereto, in consideration of the mutual promises, covenants and agreements contained herein, do hereby promise, covenant and agree as follows:

1. The Judges hereby recognize the Union pursuant to Chapter 303 (N.J. Employer-Employee Relations Act) to be the sole and exclusive representative of the Principal Probation Officers of the Middlesex County Probation Department to negotiate matters relating to salaries and working conditions for employees in the titles as fall within the purview of the Judges, pursuant to N.J. Statute 2A:168-5, 7, 8.

2. effective January 1, 1973, each full time Principal Probation Officer I and II, in classified service, will receive a salary increase of 7½% of their base salary as of December 31, 1972 for the contract year 1973.

In accordance with Phase III of 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 Phase III and their findings will be binding.

3a. The minimum and maximum salaries will be as follows:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Prin. Probation Officer II	12,727.00	17,179.00
Prin. Probation Officer I	13,363.00	18,039.00

3b. During the period this contract is in effect, any officer promoted to a higher position shall receive the following annual increment:

From Principal Probation Officer II to Principal Probation Officer I - \$884.00.

3. All officers having a Master's or Doctor's Degree in Sociology, Criminology, Psychology, Public Administration and/or Social Science, Social Work, Correctional, Guidance and Counseling from a fully accredited college or university shall receive an annual stipend of \$250.00 which shall be paid pro rata during the year.

4. All officers 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 Officer 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 Union 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, as the representative of the Judges, and representatives of the Union, 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. In case an Officer receives 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, he/she

shall be sufficient to free the time of the officer from the schedule of increase in position or promotion during the period such appointment is in effect.

8. Each division shall furnish to the Chief Probation Officer a name of one Principal Probation Officer from each division to act as "liaison officer" for the purpose of receiving and transmitting any call upon other bona fide representatives of the public, who are not employees of the Probation Department for assistance if unable to resolve the problem on his/her own.

9. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. The complaint or 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. By mutual consent the time limit in this step can be extended. An attempt shall be made to resolve the grievance informally, before step 1 is initiated.

Step 2. If the aggrieved officer 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 Court Administrator 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 3. If the recommendations of the Court Administrator do not satisfactorily resolve the problem, the aggrieved officer may select one of the following two options for a final determination of the grievance.

- a. He/she may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency or;
- b. He/she may appeal to the County Court Judge in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative who is not an employee of the courts to hear and make recommendations for disposition.

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

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission and Public Employment Relations Commission under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he/she is thereby precluded from having the matter adjudicated by any other person or agency. Such option shall be exercised at Step #3 before an appeal is taken to the County Court Judges. It is agreed that in case of a complaint against the Chief Probation Officer, the Judges shall designate an impartial outsider to hear and make recommendations for disposition.

11. LONGEVITY: ALL OFFICERS 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.

12. HOLIDAYS: All employees in the Union shall be granted holidays as established by law, and as may be further ordered by the Chief Justice of the Supreme Court in accordance with Court Rule 1:30-3 (d).

13. VACATIONS: Vacations of Principal Probation Officers I and II shall be provided for in accordance with applicable Civil Service laws and Court Rule 1:30-5(b). For the purpose of implementing the provision, the following annual leave benefits as adopted by the Middlesex County Board of Freeholders shall be applied to Principal Probation Officers I and II:

<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 selecting 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.

14. 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 Principal Probation Officers I and II,

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.

D. When required to meet Union representatives on official business, provided such time is reasonable, is controlled by the Chief Probation Officer or a designated subordinate and does not interfere with the officer's normal duties and functions.

E. Two of the Principal Probation Officers to be designated as a Union Representative in accordance with Section 9 of this contract, may attend his/her organization's national and state meetings provided such time off is not in excess of the five days in any calendar year for each so designated as authorized by N.J.S.-38:23-2, is reasonable and does not interfere with the officer's official duties and functions.

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

16. 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 probation officers.

A. For purpose of further education in a related field up to a maximum of one year and authorized by Civil Service rules 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.

17. SICK LEAVE: Benefits shall be provided for Principal Probation Officers I and II in accordance with all applicable Civil Service rules and laws, rules of Court, and judicial policy. For purposes of implementing this provision; officers shall be granted with the same sick leave benefits as are provided to other County employees under the Board of Chosen Freeholders.

18. 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.

19. 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.

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

21. The principle of merit and fitness and application of Civil Service shall 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.

22. 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.

23. 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.

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 renegotiation 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 such a substitute is both possible and feasible.

Set their hands and seals this 29th day of May 1973.

JUDGES OF MIDDLESEX COUNTY COURTS

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL #73,
AUTHORIZED REPRESENTATIVE OF
PRINCIPAL PROBATION OFFICERS
I AND II

Joseph F. Deegan, Jr.
BY: JOSEPH F. DEEGAN, JR.
LIAISON

James Kavanagh
BY: (PRESIDENT)

John E. Bachman
BY: JOHN E. BACHMAN

James Heron
BY: (SECRETARY)

H. L. Breitkopf
BY: HERMAN BREITKOPF

Abe S. Schwartz
BY: ABE S. SCHWARTZ

G. John Stroumberg
BY: G. JOHN STROUMBERG

Dubois S. Thompson
BY: DUBOIS S. THOMPSON