

Contract no. 906

1991 MIDDLESEX COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

Table of Contents

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<u>Number</u>	<u>Article</u>	<u>Page</u>
I	Agreement	1
II	Recognition	1
III	Salaries	1
IV	Promotional Increment	2
V	Provisional Appointment	2
VI	Automobiles	2
VII	Educational Award	2
VIII	Training Programs	3
IX	Supper Allowance	3
X	Longevity	3
XI	Holidays	3
XII	Vacation Policy	4
XIII	Personal Days	4
XIV	Sick Leave	5
XV	Health Benefits	6
XVI	Leaves of Absence	6
XVII	Bereavement	6
XVIII	Retirement Benefits	6
XIX	Sick Time Buyout	6
XX	Association Business	7
XXI	Meetings	7
XXII	Policy on New Jersey Department of Personnel	8
XXIII	Merit and Fitness Principle	8
XXIV	Grievance Procedure	8
XXV	Federal and State Laws - Severability	9
XXVI	Conclusiveness of Agreement	9
XXVII	Duration of Agreement	10
	Signatures	10

ARTICLE I - Agreement

This Agreement is entered into this _____ day of _____, 1991 by and between the Judge of the Superior Court of Middlesex County, New Jersey (hereinafter referred to as the "Judge") and the Middlesex County Probation Officers' Association (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judges hereby recognize the Association as the sole and exclusive representative of 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, 273 N.J. 247 (1977) 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 comply with promulgated standards and pronouncement of these aforementioned authorities as they exercise their lawful rights.

ARTICLE III - Salaries**Section 1**

Effective January 1, 1991, and retroactive to that date, salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$21,800	\$35,765
Senior Probation Officer	24,425	45,425

Section 2

Effective January 1, 1991, and retroactive to that date, a probation officer and senior probation officer salary schedule shall be established as set forth in Appendix A attached hereto.

Section 3

Effective January 1, 1991, and retroactive to that date, each probation officer and senior probation officer on the payroll prior to January 1, 1991 shall advance one (1) step on the appropriate salary schedule as set forth in Appendix A attached hereto.

Section 4

Any probation officer or senior probation officer having been certified by the New Jersey Department of Personnel variant title "Probation Officer Bilingual (Spanish/English)" and who is utilizing the bilingual skills to meet the needs of the Middlesex Probation Department as determined by management, shall be entitled to an annual award of \$1,000.

Section 5

It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided in

accordance with this Article upon their return to work.

Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees. In the latter case, payment will be made to the deceased employee's estate.

ARTICLE IV - Promotional Increment

A probation officer receiving a promotion to senior probation officer shall receive a salary adjustment of five percent (5%) and then be placed on the next highest step of the senior probation officer salary schedule.

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 classified 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 probation officer, when designated by the Division Manager/Vicinage Chief Probation Officer to use his/her private vehicle on judicial business, shall be reimbursed at the rate of 22¢ per mile. Probation officers authorized to use their private vehicles, shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Division Manager/Vicinage Chief Probation Officer. Forms for this purpose will be furnished by the Division Manager/Vicinage Chief Probation Officer.

Section 2

Probation officers authorized to use private vehicles on judicial 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 Division Manager/Vicinage 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, Urban Planning or a field of study related to probation as determined by the Trial Court Administrator and approved by the Assignment Judge, shall be entitled to an annual award of \$950. 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 Division Manager/Vicinage Chief Probation Officer.

Section 2

The decision of the Trial Court Administrator and the Assignment Judge 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 fifteen (15) credits towards a Master's Degree will receive \$475. Any probation officer earning thirty (30) credits towards a Master's Degree will receive \$660. 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 five (5) years from the date the milestones were reached. This period may be extended for individual officers for good cause shown.

Section 4

Probation officers who have, or who shall hereafter obtain, a Certified Alcoholism Counselor or Certified Family Counselor certificate shall, with the approval of the Trial Court Administrator and the Assignment Judge, be entitled to an annual award of \$950, provided the following conditions have been met:

- (a) the officer submits proof of attainment of the appropriate certificate to the Division Manager/Vicinage Chief Probation Officer.
- (b) as determined by the Trial Court Administrator, the officer's responsibilities and assignments reflect the need for the attained certificate.

ARTICLE VIII - Training Programs

Upon approval of the Trial Court Administrator 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 IX - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (5:30 p.m.) shall receive a supper allowance of \$7.00. 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.

ARTICLE X - Longevity

In accordance with the longevity program negotiated by the parties, all eligible probation officers are entitled to receive longevity based upon their base salaries (up to a maximum base salary of \$30,000) as of December 31st of the previous year starting with the completion of the eighth (8th) year of service as follows:

9 through 15 years of service	= 2%
16 through 20 years of service	= 5%
21 years of service and over	= 7%

ARTICLE XI - 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
- 3rd Monday in January.....Martin Luther King's Birthday
- 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

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, unless otherwise compensated.

ARTICLE XII - Vacation Policy

Section 1

All probation officers 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 to made to "six to nine years, etc., six means the start of the sixth year, etc.

Section 2

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.

ARTICLE XIII - Personal Days

Probation officers shall receive four (4) days personal leave which may be used for personal business upon receiving permission from the Division Manager/Vicinage Chief Probation Officer. Personal leave, as distinct from vacation credits, must be used in the year in which it is granted or will be forfeited.

ARTICLE XIV - Sick Leave**Section 1**

Sick leave with pay shall include any absence that occurs on any day and succeeding days that a probation officer is not actively performing the duties of his/her assignments, provided the absence is due to any of the following:

- a. Personal illness;
- b. Accident (not service incurred);
- c. Exposure to contagious disease;
- d. Attendance upon a member of the immediate family who is seriously ill and requires such attendance; and
- e. Death of a relative not listed under bereavement leave, such absence not to exceed one (1) working day.

Section 2

Sick leave shall accrue at the rate of 1½ working days for each month of service during the first year of employment, and 15 working days per year thereafter. Sick leave shall accumulate from year to year and shall be granted to the probation officer as and when needed to the extent it has accrued.

Section 3

Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for workers' compensation shall not be chargeable to sick leave. If the claim for workers' compensation is denied, the time lost shall be chargeable to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Section 4

A new probation officer shall earn sick leave at a rate of one and one quarter (1¼) days per month on a month-to-month basis until completion of one full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the probation officer for the balance of the calendar year ending December 31st.

Section 5

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Section 6

All active probation officers shall accumulate sick leave year-to-year with an additional 15 days credited to each probation officer at the beginning of each successive calendar year.

Section 7

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, with the approval of the Division Manager/Vicinage Chief Probation Officer or his designated representative is properly notified of the desire of the probation officer to substitute such credits.

ARTICLE XV - Health Benefits**Section 1**

For the duration of this Agreement, all probation officers shall be entitled to the Health Benefit package in effect for Middlesex County employees on January 1, 1991.

ARTICLE XVI - Leaves of Absence

The Assignment Judge or Trial Court Administrator may grant the privilege of a leave of absence with or without pay to a permanent probation officer in accordance with N.J.A.C. 4:A:6-1.1 et seq.

ARTICLE XVII - Bereavement**Section 1**

All probation officers shall be eligible to receive a maximum of five (5) working days leave in the event of the death of his/her spouse and/or child(ren).

Section 2

All probation officers shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her 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.

Section 3

It is understood and agreed that this bereavement leave will be communicated to the Division Manager/Vicinage Chief Probation Officer by the employee and said employee shall be granted the appropriate leave of absence days consisting of three (3)/five (5) consecutive working days within ten (10) days of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3)/five (5) days.

ARTICLES XVIII - Retirement Benefits

For the duration of this Agreement, all probation officers shall be entitled to the Retirement Benefits in effect for Middlesex County employees on January 1, 1991.

ARTICLE XIX - Sick Time Buyout

At the end of each calendar year of this Agreement, probation officers having used five (5) days or less annual sick leave out of fifteen (15) sick days credited per current year, may apply for and receive payment for sick days credited and not used. The following provisions apply:

1. Only employees having used five (5) days of sick leave or less out of fifteen (15) days credited per calendar year qualify for participation.
2. Payment shall be made in the amount of one (1) day's pay for every three (3) days that are not used. Since the total number of sick days learned in a given year is fifteen (15), there is a maximum of five (5) day's pay in the buyout of each calendar year.

3. If an employee is ineligible or does not wish to utilize the maximum of five (5) days, the balance of any unused sick days for that year will remain credited to the employee's sick day balance.
4. It is understood by all parties that this is an annual provision only, and sick days from any prior period cannot be used in the buyout determination.

ARTICLE XX - Association Business

Section 1

The Association shall furnish to the Division Manager/Vicinage Chief Probation Officer the names of not more than four (4) 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 (2) employees for the purpose of handling employee grievances, provided such time off does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Division Manager/Vicinage Chief Probation Officer or 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 Division Manager/Vicinage Chief Probation Officer. As an alternative, the Association may place its own bulletin boards, paid for by the Association, throughout the department with the approval of the Division Manager/Vicinage Chief Probation Officer.

Section 5

During the period of any orientation course conducted by the probation department for newly appointed probation officers, the Association will be granted up to a maximum of 30 minutes to outline Association goals, functions and activities. However, the department will not mandate that new employees must remain while the presentation is made. The determination as to when the presentation is to be made remains within the discretion of the department.

Section 6

The Association president will be notified of newly hired probation officers. An up-to-date seniority list of probation officers and senior probation officers will be given to the Association president annually during the month of January.

ARTICLE XXI - Meetings

Representatives of the Association may meet with the Division Manager/Vicinage 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 Liaison Judge to discuss matters of specific interest and concern that do not necessarily involve a grievant 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 Division Manager/Vicinage Chief Probation Officer.

During any formal conference involving a grievance, dispute or disciplinary action held between an officer and his supervisor, the officer shall be given the opportunity after discussions have begun to request representation from the Association, as long as the Association representative is located in the same community where the conference is conducted.

ARTICLE XXII - Policy on New Jersey Department of Personnel

The administrative and procedural provisions and controls of the New Jersey Department of Personnel Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XXIII - Merit and Fitness Principle

Subject to the conditions outlined in Article XXII of this Agreement, the principle of merit and fitness and applicable New Jersey Department of Personnel]Rules apply in all matters relating to promotions and transfers within the probation service. In matters not regulated by Statute, Court Rule or the New Jersey Department of Personnel, 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 affect the welfare of employees.

ARTICLE XXIV - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer or class of officers 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 - Within fifteen (15) working days of the date when the alleged violation occurred, 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 five (5) 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 supervisory level, within seven (7) working days of the disposition at Step 2, the grievance shall be submitted to the Division Manager/Vicinage Chief Probation Officer who shall acknowledge its receipt within five (5) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Division Manager/Vicinage 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 3 - If the aggrieved officer is not satisfied with the decision of the Division Manager/Vicinage 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 4.

It is understood that if there is a cost associated with the service, the cost of said mediation service will be split between the parties.

Step 4 - In the event Step 3 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:

- (a) The officer may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency, provided that the Department agrees to hear the case.
- (b) He/she may appeal to the Assignment Judge, in which case the decision of the Assignment Judge 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 Chief Justice, Supreme Court of New Jersey, Superior Court Judges, 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 4(b). 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 of the Association designated to represent him/her 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 a dispute covered by the terms of such agreement.

ARTICLE XXV - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

ARTICLE XXVI - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all negotiable issues, subject to the right of the parties to reopen discussion of any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXVII - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1991, and shall remain in full force and effect until December 31, 1991. 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 Agreement is required to be given at least sixty (60) days prior to December 31, 1991.

In witness of this Agreement, the parties to it have affixed their signatures this 9th day of Jan 1992

For the Judiciary

For the Association

[Handwritten signature]

Herman L. Breitkopf, A.J.S.C.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

MEMORANDUM OF UNDERSTANDING

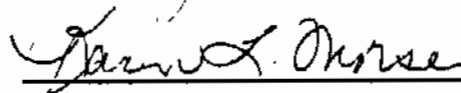
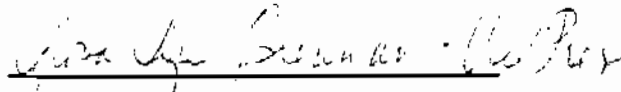
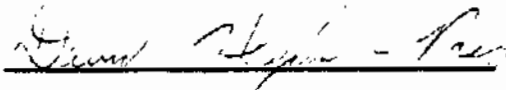
It is understood by all parties that probation officers and senior probation officers shall not be entitled to an incremental movement for 1992 until such time as the 1992 Agreement has been approved and ratified.

For the Judiciary



Herman L. Breitkopf A.J.S.C.

For the Association



APPENDIX A

 PROBATION OFFICER SALARY SCHEDULE

JANUARY 1, 1991

STEP -----	SALARY -----
1	\$21,800
2	\$22,535
3	\$23,270
4	\$24,005
5	\$24,740
6	\$25,475
7	\$26,210
8	\$26,945
9	\$27,680
10	\$28,415
11	\$29,150
12	\$29,885
13	\$30,620
14	\$31,355
15	\$32,090
16	\$32,825
17	\$33,560
18	\$34,295
19	\$35,030
20	\$35,765

SR. PROBATION OFFICER SALARY SCHEDULE

JANUARY 1, 1991

STEP -----	SALARY -----
1	\$24,425
2	\$25,475
3	\$26,525
4	\$27,575
5	\$28,625
6	\$29,675
7	\$30,725
8	\$31,775
9	\$32,825
10	\$33,875
11	\$34,925
12	\$35,975
13	\$37,025
14	\$38,075
15	\$39,125
16	\$40,175
17	\$41,225
18	\$42,275
19	\$43,325
20	\$44,375
21	\$45,425