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AGREEMENT

THIS agreement made the -18th day of November, 1971,

by and between the Judges of the 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 #1, Local #1964, 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 #1, Local #1964, is the exclusive bargaining representative for the Probation Officers, Senior Probation Officers, and Principal Probation Officers of the Middlesex County Probation Department; and

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #1, Local #1964, 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 1971;

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 Probation Officers, Senior Probation Officers, and 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, 1971 all Probation Officers hired prior to July 1, 1970 will receive an 11% salary increase, said increase to be based on the Probation Officers salary as of December 31, 1970. All Probation Officers hired on or after July 1, 1970 through December 31, 1970, will receive a 5½% salary increase based on the December 31, 1970 salary.

3. A. The minimum starting salary for a Probation Officer effective January 1, 1971 will be \$8,200.00. The maximum salary of all categories of Probation Officers will be increased by 11%.

B. During the period this contract is in effect, any Officer promoted to a higher position shall receive at least one full increment above the position he formerly held or the minimum starting salary of the advanced position, whichever is greater.

4. All Officers in Paragraph One above who are required to remain on duty through the supper hour shall receive a meal allowance or \$3.00 for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 P.M.

5. Each Officer in Paragraph One above who is required to use his personal automobile in the performance of his official duties shall receive twelve (12) cents per mile during the time the car is used for this purpose.

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 permanent Civil Service rank, he shall be entitled to and

receive the established salary for the position during the period such appointment is in effect.

9. The Union shall furnish to the Chief Probation Officer the names of three Probation Officers who are to be designated as Union Stewards for the purpose of handling grievances. One Officer shall be the primary representative with two acting as assistants and/or substitute representatives. The Stewards may call upon other bona fide representatives of the Union, who are not employees of the Probation Department for assistance if unable to resolve the problem on their own.

10. A complaint or grievance of any officer in the above titles, related 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 first be taken to the employee's immediate supervisor, i.e. the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, three working days if possible. At this level a complaint or grievance need not be in writing.

Step 2 - If the problem cannot be resolved at the supervisory level, the employee shall put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days thereafter. The time provisions of this step may be extended by mutual agreement of the parties.

Step 3 - An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges who shall render a final determination within a reasonable time. If the County Court Judges designate a representative other than a County Court Judge to render a decision, their designated representative shall render a final determination within twenty-one (21) days.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service 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 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. In using the grievance procedure established herein, an employee is entitled at each step to be represented by a bona fide member(s) of the Union designated to represent him pursuant to this agreement.

11. LONGEVITY: An employees' longevity shall be determined as per Resolution of March 18th, 1971 as adopted by the Middlesex County Board of Freeholders, a copy of which is attached hereto as Appendix A.

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 Probation Officers 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 adapted by the Middlesex County Board of Freeholders shall be applied to Probation Officers:

<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 available sick leave, he may request that any vacation leave which he has 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 probation officers -

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

15. BEREAVEMENT LEAVE: Each employee in the unit shall be granted up to three (3) days leave with pay for a death in the immediate family. The immediate family will be considered to consist of spouse, parents, parents -in-law, children, grandparents, grandchildren, or any other relative living in the employee's household.

Each employee in the Union shall be granted one day's leave with pay, at time of death or bereavement of any other relative. It is understood and agreed that bereavement leave is not to be chargeable to sick leave.

16. PERSONAL DAYS: Each employee in the Union 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.

17. 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 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.

C. For pregnancy for a period of one year in accordance with the rules laid down for other county employees by the Middlesex County Board of Freeholders and when approved by the Chief Probation Officer.

18. SICK LEAVE: As authorized and regulated by Civil Service rules and laws, Probation Officers shall be credited with sick leave in accordance with the rules laid down for other county employees by the Middlesex County Board of Freeholders.

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 day. A break shall be scheduled at the middle of 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 applicable Civil Service rules 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.

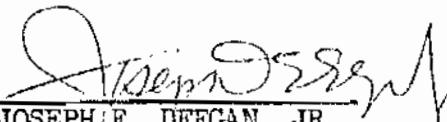
22. In addition to the provisions heretofore mentioned in this contract, all rights, benefits, and matters of custom now granted by the New Jersey Civil Service Commission shall remain in effect.

23. The provisions of this agreement shall remain in effect until December 31, 1971, and by mutual concurrence of both parties, may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to the anniversary date of this contract. 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.

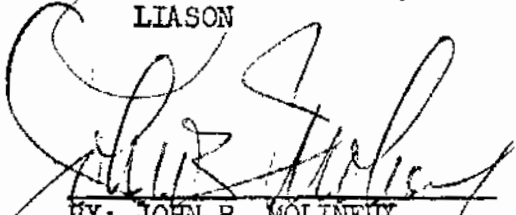
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18 day of November, 1971.

JUDGES OF MIDDLESEX COUNTY COURTS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL #1, LOCAL #1964


BY: JOSEPH F. DEEGAN, JR.
LIASON


BY: S. THOMAS HUFFINGTON, PRES.

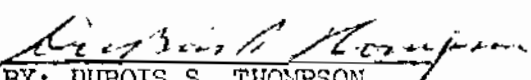

BY: JOHN B. MOLINEUX


BY: LYMAN O'NEIL, SECY.


BY: CHARLES M. MORRIS, JR.

~~BY: JOSEPH BONOMO, CHIEF NEGOTIATOR~~


BY: ABE S. SCHWARTZ


BY: DUBOIS S. THOMPSON