

THIS BOOK DOES NOT CIRCULATE

Jan. 1, 1974 - Dec 31, 76

12-00

AGREEMENT

THIS agreement made the 4th day of Oct. 1974, by and between the Judges of the County Court of Middlesex County, New Jersey, and their successors, hereinafter referred to as "Judges," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, 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 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, is the exclusive bargaining representative for the Probation Officers and Senior Probation Officers of the Middlesex County Probation Department; and

WHEREAS, the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, 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 1974.

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:

LIBRARY  
Institute of Management and  
Labor Relations  
APR 29 1975  
RUTGERS UNIVERSITY

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 and Senior 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, 1974 each Senior Probation Officer and Probation Officer employed prior to January 1, 1974 will receive an increase of \$200.00 plus 5% of his/her base salary as of December 31, 1973 from January 1, 1974 to June 30, 1974 inclusive. In addition, each Senior Probation Officer and Probation Officer will receive 4% wage increase from July 1, 1974 to December 31, 1974.

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

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Probation Officer	\$8800.00	\$12185.00
Senior Probation Officer	10470.00	14845.00

Any Probation Officers hired in the year 1974 at a starting salary of \$8800.00, after he has satisfactorily completed his probationary period of 90 days, will receive an increase of \$200.00.

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

From Probation Officer to Senior Probation Officer-\$678.00

From Senior Probation Officer to Principal Probation Officer II-\$771.00

C. All Officers having a Masters or Doctor's Degree in Sociology, Criminology, Psychology, Public Administration and/or Social Science, Social Work, Correctional, Guidance and Counselling from a fully accredited college or university shall receive an annual stipend of \$375.00 which shall be paid pro-rata during the year.

D. All Officers having 15 credits towards a Masters Degree as outlined in the foregoing paragraph C shall receive \$150.00. All officers having 30 credits towards a Masters Degree as outlined in the foregoing paragraph C shall receive \$275.00. It is further agreed that partial credits towards a Masters Degree will only be paid for a maximum period of three (3) years.

4. All Officers who are required to remain on duty during the supper hour shall receive a meal allowance of \$4.00 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 fourteen (14) cents per mile during the time the car is used for this purpose. In addition, he/she shall receive the sum of \$80.00 annually to help defray the cost of additional insurance premiums required for the use of said vehicle for business purposes. Said policy shall provide the following minimum amounts of insurance coverage:

Bodily Injury \$100,000 each person  
300,000 each occurrence  
Property Damage \$25,000 each occurrence

The proof of such insurance shall be documented. It is agreed that determination of those Officers eligible for this insurance will be mutually acceptable to the Union and Middlesex County.

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 entitled to and receive the established salary as shown in the schedule of increases in Section 3B of this agreement during the periods such appointment is in effect.

9. The Union shall furnish to the Chief Probation Officer the names of three Probation Officers or Senior Probation Officers who are 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 related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. Any complaint or grievance of a Probation Officer that cannot be resolved informally at the supervisory level within five (5) working days shall proceed to a formal determination.

Step 2. The complaint or grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who will 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.

Step 3. 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 4. If the recommendations of the Court Administrator do not satisfactorily resolve the problem, the aggrieved officer may select one of the following three 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 Judges, 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.

c. He/she may appeal to the Public Employment Relations Commission (P.E.R.C.) for Arbitration of the grievance. This arbitration will be advisory in nature.

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(s) of the Union designated to represent him pursuant to this agreement.

The above procedure is limited to the grievance procedure. This is not intended to restrict or limit an employee's right to appeal directly to the Civil Service Commission or the Public Employment Relations Commission. It is agreed that in case of a complaint against the Chief Probation Officer, the Judges **may** 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 Probation Officers and Senior 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 adopted by the Middlesex County Board of Freeholders shall be applied to Probation Officers and Senior 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/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 probation officers and senior 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. Two of the Probation Officers to be designated as a Union Representative 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 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 employer'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 the purpose of further education in a related field for a period of six months, which may be renewed by the Judges on recommendation of the Chief Probation Officer for an additional six months, in accordance with C.S. Rule 4:1-17 2 (a)

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 probation officers and senior probation officers 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.

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 workday 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. 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, 1974 and shall be continued in effect to December 31, 1976. However, this contract will contain a wage reopener for the contract years 1975 and 1976. It is understood and agreed that all employee benefits resulting from changes in County policies will accrue to the members of this unit, provided such changes do not conflict with existing Statutes, Court Rules or judicial policy. 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.

25. The County of Middlesex herewith joins in this agreement for the purpose of approving salaries and procedures.


Set their hands and seals this 4th day of October, 1974.

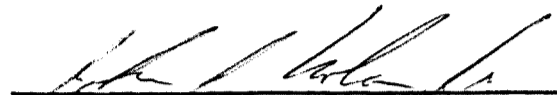
JUDGES OF MIDDLESEX COUNTY COURTS

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL #102


  
BY: HERMAN BREITKOPF, J.C.C.

  
BY: (CHIEF SHOP STEWARD)


  
BY: JOHN E. BACHMAN, J.C.C.

  
BY: (ASST. SHOP STEWARD)


  
BY: JOSEPH F. BRADSHAW, J.C.C.


  
BY: RICHARD S. COHEN, J.C.C.

  
BY: ALAN A. ROCKOFF, J.C.C.

  
BY: ABE S. SCHWARTZ, J.C.C.

COUNTY OF MIDDLESEX:

  
BY: PETER DALY CAMPBELL  
DIRECTOR-BOARD OF CHOSEN FREEHOLDERS

  
BY: RICHARD MACK, JR.  
CLERK OF THE BOARD