

Middlesex County, Superior Court  
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1981 Middlesex County Probation Officers' Collective Agreement

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Middlesex County Probation Officers' Association

1981

(C. 26A:2-2.1)

X (1981)

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1981 MIDDLESEX COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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Article I - Agreement

This agreement is entered into this 25th day of June 1981 by and between the Judges of the Superior Court 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 request, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Article III - Salaries

Section 1

Retroactive to January 1, 1981, salary ranges for probation officers shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$14,000	\$23,404
Probation Officer	\$12,000	\$19,062

Section 2

Retroactive to January 1, 1981, each probation officer hired prior to 1981 shall receive a salary adjustment of \$1,050 added to his/her December 31, 1980 base pay.

Section 3

For the calendar year 1981, each Senior Probation Officer's and Probation Officer's base salary shall be further increased in accordance with the following salary adjustment table (effective January 1, 1981):

1. Officers with less than five (5) years of service - \$300.00.  
(Officers hired during 1981, prior to the signing of this collective agreement, shall receive a prorated share of this amount based on their date of hire)

2. Officers with more than five (5) years of service but less than ten (10) years of service - \$450.00.  
(Officers hired in 1976 shall receive a prorated share of the additional \$150.00 granted by this adjustment category based on their anniversary date. For example; an officer hired on July 1, 1976 would receive \$75.00 in addition to the \$300.00 adjustment.)

3. Officers with more than ten (10) years of service - \$600.00.  
(Officers hired in 1971 shall receive a prorated share of the additional \$150.00 granted by this adjustment category based on their anniversary date. For example; an officer hired on July 1, 1971 would receive \$75.00 in addition to the \$450.00 adjustment.)

#### 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 - 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 VI - 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 traveled 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 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 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 \$500. 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 \$175. Any probation officer earning 30 credits toward a Master's Degree will receive \$325. 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 a maximum period of 4 years will be provided.

## Article VIII - 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 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 \$5.35. 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

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 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
January 15th . . . . .	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 Veterans' 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.

Article XII - 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 XIII - 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. 4:1-17-7)
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 XIV - 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, a prescription drug program, and a dental plan (permitting contributory family coverage).

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 XV - 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 XVI - Association Business

##### Section 1

The Association shall furnish to the Chief Probation Officer the names of no more than 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 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. As an alternative, the Association may place its own bulletin boards, paid for by the Association, throughout the department with the approval of the 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.

Article XVII - 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 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.

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 XVIII - 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 affect the welfare of employees.

Article XIX - 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 19:13-5.3 and 19:12-5.4, 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

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, the cost of said mediation service will 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:

- (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 Superior 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 Superior 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 by any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

#### Article XX - 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 XXI - 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 of 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, 1981 and shall remain in full force and effect until December 31, 1981. By mutual concurrence of the parties, they may be continued for an additional time period.

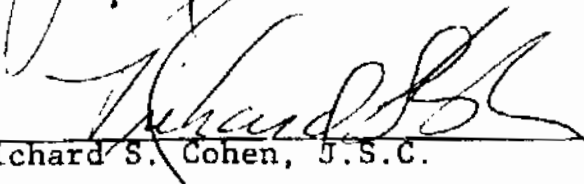
Section 2

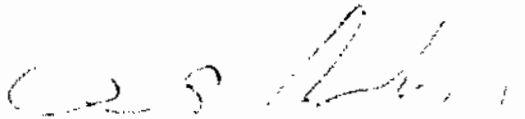
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1981.

In witness of this agreement, the parties to it have affixed their signatures this 25th day of June 1981.

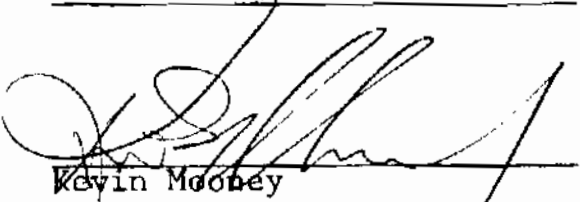
FOR THE JUDGES

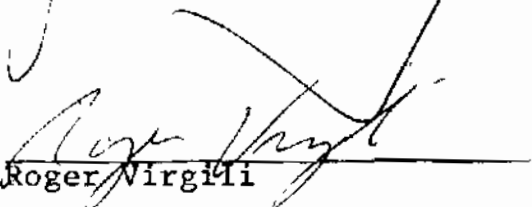
  
Joseph F. Bradshaw, J.S.C.

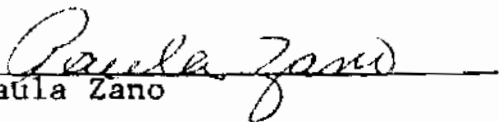
  
Richard S. Cohen, J.S.C.

  
Alan A. Rockoff, J.S.C.

FOR THE ASSOCIATION

  
Kevin Mooney

  
Roger Virgili

  
Paula Zano