

RUTGERS UNIVERSITY

JUL 30 1975

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Labor Relations

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, said union has completed negotiations pursuant to Chapter 303 Laws of 1968 of the State of New Jersey, (Public Employment Relations Commission), with representatives of the Judges of the County Courts of Middlesex County and the County of Middlesex concerning salaries and other terms and conditions of employment for the calendar year 1975, and

WHEREAS, the Judges of the County Courts of Middlesex County, the Employer of said Probation Officers, and the County of Middlesex and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, have agreed upon the salary ranges and other terms and conditions of employment for the calendar year 1975, which agreement is in accordance with the attached, and

WHEREAS, it is understood by the parties hereto that the County of Middlesex is only concerned and involved with the question of procedure mentioned herein; and

IT IS further understood and agreed that the execution of this agreement by the County of Middlesex does not sanction, condone, or otherwise acknowledge the jurisdiction or responsibility of the County of Middlesex as to any issue other than the issue of salary; and

WHEREAS, it is the opinion of the Board of Chosen Freeholders that said agreement is in the best interest of the County of Middlesex;

RESOLUTION

THIS BOOK DOES NOT CIRCULATE

2-0146

Wage Repealer 1975 - 1976

12-08

I, Mary C. Hudson, Asst. Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on MAY 1 1975

Dated: MAY 1 1975

of Civil Service.

Treasurer, County Administrator, County Comptroller and New Jersey Department

be forwarded to the Director of Personnel and Employee Relations, the County

BE IT FURTHER RESOLVED that a certified copy of this resolution

immediately and be retroactive to January 1, 1975; and

BE IT FURTHER RESOLVED that this resolution shall take effect

agreement, attached hereto; and

subsequently amended, shall be and is hereby amended in accordance with said

resolutions of the Board on January 2, 1975 and February 6, 1975, as

BE IT FURTHER RESOLVED that the salary schedule adopted by

agreement and to affix the corporate seal of the County of Middlesex; and

the Clerk of this Board shall be and is hereby directed to attest said

and Senior Probation Officers of the Middlesex County Probation Department, and

OF AMERICA, LOCAL #102, bargaining representatives for the Probation Officers

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

of Middlesex with the Judges of the County Courts of Middlesex County and the

be and is hereby authorized to enter into an agreement on behalf of the County

BE IT FURTHER RESOLVED that the Director of this Board shall

Middlesex, shall be and is hereby approved; and

and the Judges of the County Courts of Middlesex County and the County of

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

Freeholders, that the attached agreement between the INTERNATIONAL BROTHERHOOD

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen

contained herein, do hereby promise, covenant and agree as follows:  
hereto, in consideration of the mutual promises, covenants, and agreements

NOW, THEREFORE, subject to law as herein provided the parties

herein are deemed part of this agreement.

AND, it is further understood that the prefaces contained

calendar year 1975.

ranges and other fringe benefits and the allocation of other funds for the

WHEREAS, the Judges, and the Union have agreed upon the salary

and fringe benefits; and

representatives of the Judges concerning salaries and the allocation of funds

pursuant to Chapter 303, Laws of 1968 of the State of New Jersey, with

WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, has been in negotiation

WHEREAS, the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,

Middlesex County Probation Department; and

representative for the Probation Officers and Senior Probation Officers of the

WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL #102, is the exclusive bargaining

WHEREAS, the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,

WITNESSETH:

national origin, and marital status.

prohibition against discrimination based on race, creed, color, religion, sex,

and effect of law that regulate probation operations, including the

agreement agree to abide by all applicable laws and rules that have the force

LOCAL #102, hereinafter referred to as the "Union". The parties to this

BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,

their successors, hereinafter referred to as "Judges", and the INTERNATIONAL

between the Judges of the County Court of Middlesex County, New Jersey, and

THIS agreement made the 17 day of *April* 1975, by and

AGREEMENT

which shall be paid pro-rata during the year.

accredited college or university shall receive an annual stipend of \$375.00

Science, Social Work, Correctional, Guidance and Counseling from a fully

Sociology, Criminology, Psychology, Public Administration and/or Social

C. All Officers having a Masters or Doctor's Degree in

\$771.00

From Senior Probation Officer to Principal Probation Officer II-

From Probation Officer to Senior Probation Officer-\$678.00

promoted to a higher position shall receive the following annual increments:

B. During the period this contract is in effect, any Officer

period of 90 days, will receive an increase of \$200.00.

salary of \$9,504.00, after he has satisfactorily completed his probationary

Any Probation Officer hired in the year 1975 at a starting

Senior Probation Officer 11,308.00 15,717.00

Probation Officer \$ 9,504.00 \$ 12,794.00

TITLE MINIMUM MAXIMUM

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

negotiated wage increase.

amount which enables an employee to reach the maximum of his/her range or the

It is agreed that this increase will be limited to that

increase of 10% of his/her base salary as of December 31, 1974.

and Probation Officer employed prior to January 1, 1975 will receive an

2. Effective January 1, 1975 each Senior Probation Officer

of the Judges, pursuant to M.J. Statute 2A:168-5, 7, 8.

and working conditions for employees in the titles as fall within the purview

Middlesex County Probation Department to negotiate matters relating to salaries

representative of the Probation Officers and Senior Probation Officers of the

303 (N.J. Employer-Employee Relations Act) to be the sole and exclusive

1. The Judges hereby recognize the Union pursuant to Chapter

or concern that do not necessarily involve a grievance or complaint. occasionally upon request of either party to discuss matters of general interest

the representative of the Judges, and representatives of the Union, shall meet

7. It is further agreed that the Chief Probation Officer, as

reasonable control of the Chief Probation Officer.

the Union for the posting of announcements, notices, etc., subject to the

6. The Departmental Bulletin Board shall be made available to

mutually acceptable to the Union and Middlesex County.

that determination of those Officers eligible for this insurance will be

The proof of such insurance shall be documented. It is agreed

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

of insurance coverage:

for business purposes. Said policy shall provide the following minimum amounts

the cost of additional insurance premiums required for the use of said vehicle

In addition, he/she shall receive the sum of \$80.00 annually to help defray

fourteen (14) cents per mile during the time the car is used for this purpose.

automobile in the performance of his/her official duties shall receive

5. Each officer who is required to use his/her personal

assignment. Supper hour shall be deemed to commence no earlier than 5:30 p.m.

supper hour shall receive a meal allowance of \$4.00 for each such duty

4. All Officers who are required to remain on duty during the

years,

towards a Masters Degree will only be paid for a maximum period of three (3)

paragraph C shall receive \$275.00. It is further agreed that partial credits

having 30 credits towards a Masters Degree as outlined in the foregoing

outlined in the foregoing paragraph C shall receive \$150.00. All Officers

D. All Officers having 15 credits towards a Masters Degree as

mutual consent.

an additional five (5) working days. This time limit may also be extended by shall hear the grievance and make recommendations for its resolution within he/she may request the grievance be submitted to the Court Administrator who decision of the Chief Probation Officer and wishes to pursue the matter further,

Step 3. If the aggrieved officer is not satisfied with the

time limit in this step can be extended.

a decision within five (5) working days thereafter. By mutual consent the

who will acknowledge its receipt within three (3) working days and shall render

signed by the aggrieved officer and submitted to the Chief Probation Officer,

Step 2. The complaint or grievance shall be put in writing,

days shall proceed to a formal determination.

cannot be resolved informally at the supervisory level within five (5) working

Step 1. Any complaint or grievance of a Probation Officer that

shall be settled in the following manner:

conditions of work, if not otherwise provided for in law, rule or regulation,

10. A complaint or grievance of any Officer related to

ment for assistance if unable to resolve the problem on their own.

representatives of the Union, who are not employees of the Probation Depart-

and/or substitute representatives. The Stewards may call upon other bona-fide

Officer shall be the primary representative with two acting as assistants

designated as Union Stewards for the purpose of handling grievances. One

the names of three Probation Officers or Senior Probation Officers who are

9. The Union shall furnish to the Chief Probation Officer

3B of this agreement during the periods such appointment is in effect.

receive the established salary as shown in the schedule of increases in Section

than his/her permanent Civil Service rank, he/she shall be entitled to and

the judges to serve for an extended or indefinite period in a position higher

8. In case an Officer receives a provisional appointment by

this Agreement.

and as amended, which Resolution is herein incorporated and made a part of duly adopted by the Middlesex County Board of Freeholders on March 18, 1971, authorizing Longevity payments and setting up schedules of payments of same 1974. The rate of Longevity paid is to be based upon the Resolution

Longevity increase which will be based upon their salary as of December 31, 1974. All officers shall be entitled to receive a

make recommendations for disposition.

Probation Officer, the Judges may designate an impartial outsider to hear and Commission. It is agreed that in case of a complaint against the Chief

directly to the Civil Service Commission or the Public Employment Relations

This is not intended to restrict or limit an employee's right to appeal

The above procedure is limited to the grievance procedure.

him pursuant to this agreement.

own choosing or by a bona-fide member(s) of the Union designated to represent employee is entitled at each step to be represented by an attorney of his

In using the grievance procedure established herewith, an

This arbitration will be advisory in nature.

Commission (P.E.R.C.) for Arbitration of the grievance.

c. He/she may appeal to the Public Employment Relations

of the courts to hear and make recommendations for disposition.

promptness. The Judges may designate a representative who is not an employee the decision of the Judges shall be final and shall be rendered with reasonable

b. He/she may appeal to the County Court Judges, in which case

the laws and rules governing the operation of that agency or;

a. He/she may appeal to the Civil Service Commission under

of the following three options for a final determination of the grievance.

not satisfactorily resolve the problem, the aggrieved officer may select one

Step 4. If the recommendations of the Court Administrator do

request.

leave. The Employer agrees to convert such vacation leave to sick leave upon that any vacation leave which he/she has accumulated be converted to sick of illness and has exhausted his/her available sick leave, he/she may request In any instance where an employee is absent from work in case thirty (30) days of unused vacation.

from year to year, but no one shall be permitted to accumulate more than Accumulation of Service: Vacation leave days may accumulate not disrupt the normal operations of the Probation Department. scheduling of vacation periods provided that adherence to such practice does The principle of seniority shall govern in the selection and years, etc.", six means the start of the sixth year, etc. It is understood that when reference is made to "six to nine

Twenty first year or more	Twenty-five working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
One to five years	Twelve working days during each year of service.
Less than one year	One working day for each month of service.

YEARS OF SERVICE

AMOUNT OF VACATION

Probation Officers.

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

13. Vacations: Vacations of Probation Officers and Senior

Justice of the Supreme Court in accordance with Court Rule 1:30-3(d).

holidays as established by law, and as may be further ordered by the Chief

12. Holidays: All employees in the Union shall be granted



without pay shall be provided to Probation Officers:

accordance with all applicable laws of and Civil Service rules, leaves

16. Leaves without pay: Under the following conditions and in

be carried over to the subsequent year.

the normal functions of the Probation Department. Personal days shall not

discretion. Prior notification shall be given to the supervisor to permit

personal days with pay to be taken during the year at the employer's

15. Personal Days: Each employee shall be entitled to three (3)

officer's official duties and functions.

authorized by N.J.S.-38:23-2, is reasonable and does not interfere with the

excess of the five days in any calendar year for each so designated as

organization's national and state meetings provided such time off is not in

Representative in accordance with Section 9 of this contract, may attend his

R. Two of the Probation Officers to be designated as a Union

Officer's normal duties and functions.

bation Officer or a designated subordinate and does not interfere with the

business, provided such time is reasonable, is controlled by the Chief Pro-

D. When required to meet Union representatives on official

Board or other similar bodies.

quasi-judicial body, such as the Civil Service Commission, the State Retirement

C. When summoned or invited to appear before a judicial or

B. To participate in approved in-service training programs.

Legislative committee as an employee or Officer of the Probation Department.

A. When summoned or invited to appear as a witness before a

shall be provided to Probation Officers and Senior Probation Officers.

accordance with all applicable laws and Civil Service rules, leaves with pay

14. Leaves of absence: Under the following conditions and in

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 Civil Service 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 full-time and eligible part-time employees and employees' family shall be covered by Blue Cross, Blue Shield, and Rider J; at the County's expense. The present #500 Series Plan will be changed to the #750 Series Plan when available to the County. Major Medical for the eligible employees and family shall be supplied at the County's expense, when the contract is finalized and is not retroactive to January 1, 1975.

All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan or a similar plan at the County'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.

the purpose of approving salaries and procedures.

25. The County of Middlesex herewith joins in this agreement for possible and feasible.

a substitute for any invalidated provision provided such a substitute is both in effect for the duration of the agreement. The parties agree to negotiate force and effect of law, all other provisions of this contract shall remain any provisions of this contract be found in violation of any rule having the do not conflict with existing Statutes, Court Rules or Judicial Policy. Should County policies will accrue to the members of this unit, provided such changes understood and agreed that all employee benefits resulting from changes in contract will contain a wage reopener for the contract year 1976. It is

1, 1975 and shall be continued in effect to December 31, 1976. However, this 24. This agreement is specifically made retroactive to January specifically provided in this agreement.

exclusively by the Employer subject only to such limitations as are possessed by the Employer prior to the signing of this agreement are retained 23. Management Rights: All of the rights, power and authority New Jersey Civil Service Commission shall remain in effect.

this contract, all rights, benefits, and matters of custom now granted by the 22. In addition to the provisions heretofore mentioned in that effect the welfare of employees.

of seniority shall be one of the factors considered in decisions to be made Service rule, or governed by the principle of merit and fitness, the principle within the probation service. In matters not regulated by statute or Civil Service rules shall apply in all matters relating to promotions and transfers 21. The principle of merit and fitness and applicable Civil

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

BY: RICHARD MACK, JR.  
CLERK OF THE BOARD

*[Signature]*

BY: PETER TATE CAMPBELL  
DIRECTOR-BOARD OF CHOSEN  
FREEMASONS

*[Signature]*

COUNTY OF MIDDLESEX

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

*[Signature]*

BY: ALAN A. HOKOFF, J.C.G.

*[Signature]*

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

*[Signature]*

BY: JOSEPH R. BRADSHAW, J.C.G.

*[Signature]*

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

*[Signature]*

BY: HERMAN BRITKOPF, J.C.G.

*[Signature]*

BY: (ASST. SHOP STEWARD)

*[Signature]*

BY: (CHIEF SHOP STEWARD)

*[Signature]*

JUDGES OF MIDDLESEX COUNTY COURT

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

Set their hands and seals this 17 day of April 1975.

*[Signature]*