

2-0013

08-00

1-1-71
12-31-71

DOES

Agreement made this 12th day of July, 1971, by and between the Judges of the County Court of Gloucester County, New Jersey and their successors (hereinafter called or referred to as the "Judges") and the Probation Association of New Jersey (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of the Probation Officers, Senior Probation Officers and Principal Probation Officers of Gloucester County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to R.S. 2A:168-1, et seq. Representatives of the Association are Probation Officers Steven Green and John Walsh, with Martin Herman, Esq., who has been retained as their counsel in this matter.

2. Effective January 1, 1971, the annual rates of pay for all Probation Officers, Senior Probation Officers and Principal II Probation Officers, to be promulgated by Order of the said Judges, pursuant to R.S. 2A:168-8, will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$7,737	\$10,059
Senior Probation Officer	8,530	11,092
Prin. II Probation Officer	8,957	11,645

- a. There will be five (5) annual steps at increments of \$464 for Probation Officers; \$512 for Senior Probation Officers and \$538 for Principal II Probation Officers, respectively.
- b. Each Officer in the aforelisted titles shall, for the year 1971, be given two (2) increments above the starting salary if they have accumulated two (2) or more years of service. Each Officer with less than two (2) years of service shall, for the year 1971, be given one (1) increment above the starting salary. New employees shall be hired at the beginning salary for Probation Officers.
- c. Each Officer, in the title of Probation Officer, who has accumulated five (5) or more years of service, shall, for the year 1971, in addition to the two (2) increments mentioned in paragraph (b), be given an additional increment. And, any officer whose title has changed by promotion in 1971 to a higher title and who has over five (5) years of service, shall in addition to the new higher promotional starting salary rate of said new title, receive two (2) increments above the new 1971 starting rate.
- d. Effective January 1, 1972 and at each subsequent anniversary each Probation Officer in the afore-

listed titles who has not reached his maximum salary, shall be entitled to and receive a pay increase based on the amount of his annual increment until his maximum salary is achieved. Such increments shall be awarded on the recommendation of the Chief Probation Officer, based upon satisfactory service performed during the preceding year.

3. Each Officer in the aforelisted titles, who is required to work in the field, shall be provided with the opportunity of using a County car, which shall be provided by the Freeholders. In the event it shall be established that sufficient cars are not available, either additional vehicles shall be secured or mileage at the rate paid other County employees who use their personal cars shall be paid to said officers. This is a matter that may be reopened for negotiation for 1972, if experience indicates above arrangement proves unsatisfactory.

4. Due to the statutory requirements of their positions, Probation Officers may be required to remain on duty beyond the hours when County and Superior Courts and the Probation Office are officially open. In recognition of these extended duty assignments the Chief Probation Officer is authorized to provide compensatory time off for those officers effected. Such leave shall be granted when it will least effect schedules of the Co

and the Probation Department. In the event schedules do not permit use of entire compensable time to be used in any one year it can be carried over into the following year.

5. Grievance procedure will be as follows:

- a. The Association will designate one representative to deal with the Chief Probation Officer in the handling of any complaint or grievance.
- b. Each such complaint or grievance submitted to the Chief Probation Officer shall be put in writing and signed by the aggrieved officer. The Chief Probation Officer and the Association representative shall attempt to adjust the matter satisfactorily as promptly as possible, but no later than two (2) weeks from the date the written notice is received by the Chief Probation Officer.
- c. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following options for a final determination of the grievance:

 - (1) He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
 - (2) He may appeal to the Senior County Court Judge, in which case the complaint or grievance shall be put in writing and the decision of the Judge shall be rendered with reasonable promptness.

d. If the complaint or grievance of any individual probation officer relates to the interpretation and application of the provisions of this contract and the complaint is not otherwise provided for by law, rule or regulation, then the probation officer may request settlement by arbitration, as follows:

- (1) An impartial arbitrator or hearing officer shall be selected by the agreement of both parties;
- (2) If the parties cannot agree upon an arbitrator one shall be selected in accordance with the conventionally accepted and usual rules and procedure of recognized public or private arbitration agencies.
- (3) The decision of the arbitrator shall be final and binding on both parties;
- (4) The cost of arbitration shall be born equally by both parties.

6. All provisions of this agreement are to be retroactive to January 1, 1971, and shall remain in effect through December 31, 1971, and by mutual concurrence of both parties, they may continue for an additional calendar year.

In witness whereof, the parties hereto have hereunto set their hands and seals this 12th day of July, 1971.

For the Judges:

For the Association:

W.B. Kramer (L.S.)
William B. Kramer

R. Edward Klaisz, Jr. (L.S.)
R. Edward Klaisz, Jr.

Steven R. Green
Steven R. Green
Liaison Representative

John K. Walsh
John K. Walsh
Liaison Representative