7-00/5

COUNTY COURT COUNTY OF SALEM STATE OF NEW JERSEY

IN THE MATTER OF THE ANNUAL )

SALARIES OF OFFICERS OF THE )

ORDER

PROBATION DEPARTMENT )

Pursuant to the provisions of New Jersey Statute 2A:168-8,

I, Joseph Narrow, Judge of the Salem County Court, do hereby this

18 day of May, 1976

ORDER that the salaries and benefits paid and provided to the officers of the Salem County Probation Department shall be implemented according to the terms of the contract entered into between the Judge of Salem County and the Salem County Probation Officers' Association dated May 18, 1976. A copy of this agreement is attached hereto and made a part of this Order.

IT IS FURTHER ORDERED that these salaries and benefits be effective retroactive to January 1, 1976 and shall be paid out of the funds of the county in the same manner as officers of the county are now paid.

Joseph Marrow J.C.C.

# AGREEMENT

This Agreement made the 38 day of may, 1976 by and between the Judge of the Salem County Court, Salem County, New Jersey, and his successors, and the Probation Officers! Association of Salem County. 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 upon race, creed, color, religion, sex, or national origin.

## Recognition and Scope

The Judge recognizes the Salem County Probation Officers' Association, pursuant to Laws 1968, Chapter 303 (New Jersey Employer-Employee Relations Act), as the sole and exclusive representative of the Probation Officers, Senior Probation Officers, and Principal Probation Officer II of the Salem County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judge, pursuant to N.J.S.2A:168-5, 2A:168-7, and 2A:168-8.

Nothing contained within this Agreement restricts, limits, or excludes the Probation Officers' of Salem County as Civil Service employees from any further compensation, reimbursement, or benefits which may be included in the Agreement between the Salem County Board of Chosen Freeholders and Civil Service Council #21 for 1976.

## Compensation

 The starting salaries for Probation Officer, Senior Probation Officers, and Principal Probation Officer II will remain the same as 1975. The ranges for those positions will also remain the same.

Position	Minimum	Maximum
Probation Officer	\$ 9,000	\$11,698
Senior Probation Officer	9,923	12,900
Principal Probation Officer II	11,487	<b>14,</b> 930

- During the period of this Agreement, each officer who has served a minimum of four (4) months will receive and 8% raise based on their 1975 salary.
- 3. Promotions which may occur during the period of this Agreement will be addressed by the Judge at the time of their occurrence, with placement at the appropriate rate of pay being the prerogative of the court.

#### Expenses

- 1. All Probation Officers, Senior Probation Officers, and Principal Probation Officer II shall be reimbursed by the County at the rate of fourteen (14) cents per mile for the use of their own automobiles on official business. This provision is subject to renegotiation during the period of this Agreement, upon representations of the Probation Officers to the Judge that the cost of operating private automobiles has increased significantly.
- 2. Probation Officers shall be reimbursed by the County for the actual additional sum, which they are required to pay for the additional cost of automobile insurance on their personal vehicles, by reason of the use of the same for official business; said sum not to exceed \$100.00. Each Probation Officer shall carry at least the minimum insurance, to cover bodily injury in the amount of \$100,000 per person or a maximum of \$300,000, and property damage in the amount of \$25,000 for each accident. Officers shall submit proof of possession of such coverage to the Chief Probation Officer.

#### Benefits

1. The Judge of the Salem County Court recognizes the merit associated with increasing benefits afforded to Probation Officers under the service award program and commends same to his successor for consideration in future negotiations.

- 2. Hospital and medical-surgical insurance, including major medical, will be provided by the County of Salem for all employees subject to this Agreement at the expense of the County, within three (3) months of date of employment. Dependent coverage for hospital and medical-surgical insurance, including major medical, is available for the officers at no additional charge and at the option of the officer.
- 3. All Probation Officers shall be entitled to three (3) personal days per year which may not be carried over to a succeeding year but which need not be committed in advance and which do not prejudice the officer's right to all holidays, vacation time, and sick time delineated in the Agreement between the County of Salem and Civil Service Council #21 of New Jersey for 1976, subject to the limitations imposed by Court Rule 1:30-3d.

## Grievance Procedure

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 regulations, shall be settled in the following manner:

- Step 1: The complaint or grievance shall first be taken to the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period three (3) 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 submit a written complaint to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) days.
- Step 3: An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judge for a final determination.

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 the Agency. However, if an employee chooses to use the grievance procedure established by this Agreement for resolving a problem, he is precluded from having the same matter adjudicated by another person or Agency. Such option shall be exercised at Step 2 above.

An employee is entitled to be represented by an attorney, of his own choosing, or by a member of the bargaining unit to represent him pursuant to this Agreement. Further, should a supervisor make complaint against any officer, which could result in the imposition of a penalty which may result in a fine, suspension without pay, or dismissal, said complaint must be made in writing and a copy made available to the officer charged. Should the officer dispute the allegation, he is entitled to appear through the grievance procedure and no penalty may be imposed until a final determination is achieved.

### Duration

This Agreement shall be in full force and effect as of the first day of January 1976 and shall remain in full force and effect through the thirty-first day of December 1976. A written notice to terminate or modify this Agreement is required at least sixty (60) days prior to its expiration.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 25 day of May , 1976.

SALEM COUNTY COURT

PROBATION OFFICER

COUNTY COURT COUNTY OF SALEM
STATE OF NEW JERSEY

IN THE MATTER OF THE ANNUAL	)	
•		ORDER FIXING SALARY
SALARY OF THE CHIEF PROBATION	)	AND SALARY RANGE
OFFICER	)	

IT IS on this 28 day of May, 1976, pursuant to R.S. 2A:168-8 of New Jersey, ORDERED that the salary of the Chief Probation Officer of the County of Salem and the salary range be and are hereby fixed as follows:

Salary..... \$21,593.21

Salary Range ...... \$16,615.00 to \$21,600.00

AND IT IS FURTHER ORDERED that said salary shall become operative as of January 1, 1976.

AND IT IS FURTHER ORDERED that this Order be filed in the Office of the Clerk of the Salem County Court and that true copies thereof be delivered to the County Treasurer and the Clerk of the Board of Chosen Freeholders.

Joseph Narrow

Judge of Salem County Court