MUL CIRCULATE

Agreement made this 5 day of February 1970, by and between the Judges of the County Court of Gloucester County, New Jersey and their successors (hereinafter referred to as the "Judges") and the Probation Association of New Jersey (hereinafter referred to as the "Association").

- l. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the 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.
- 2. Effective January 1, 1970, the annual rates of pay for all Probation Officers and Senior 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>	Minimum	Maximum
Probation Officer	\$7,369	\$ 9,577
Senior Probation Officer	\$8,124	\$10,560

a. There will be six annual steps at increments of \$368.00 and \$406.00 for Probation Officers

and Senior Probation Officers respectively.

- b. Each officer in the aforelisted titles shall be raised to the new minimum of the salary range for the position which he occupies.
- c. Each officer in the title of Probation Officer who has accumulated 5 or more years of service, shall in addition to being brought up to the new minimum, receive a further raise equivalent to one increment for his position.
- d. Each officer in the title of Senior Probation Officer who has accumulated 10 or more years of service, shall in addition to being brought up to the new minimum, receive a further raise equivalent to one increment for his position.
- e. Effective January 1, 1971 and at each subsequent anniversary each officer in the aforelisted 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 increment shall be awarded on recommendation of the Chief Probation Officer, based on satisfactory service performed during the preceding year.

- 3. Each officer in the aforelisted titles, who is required to use his personal automobile in the performance of his official duties, shall receive 10 cents per mile during the time the car is used for this purpose.
- 4. In recognition of the existence of a problem relative to the parking of personal autos near the court and probation department office when in official use, it is agreed that the Judges will intercede with county officials for the purpose of providing probation officers with additional reserved space in a location adjacent to the court house.
- 5. Due to the statutory requirements of their position, probation officers may be required to remain on duty beyond the hours when the courts and 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 so effected. Such leave shall be granted when it will least effect the operations of the courts and probation department operations.
- 6. 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 regulation, 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

of time—three 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 put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five days thereafter;

Step 3. An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges, or their designated representative, for a final determination with reasonable promptness.

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 that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step #2, where a formal written grievance is submitted to the Chief Probation Officer. 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.

5. The provisions of this agreement shall remain in effect until December 31, 1970, and by mutual concurrence of both parties, they may be continued for an additional calendar year.

In witness whereof, the parties hereto have hereunto set their hands and seals this  $\frac{5}{5}$  day of February, 1970.

For the Judges:

For the Association:

Liaison Representative

LeRoy V. Elphee Liaison Representative