

9-0022

~~THIS PAGE DOES NOT CONTAIN~~

A G R E E M E N T

1-1-71  
2-1-71

Between

Judges, Burlington County Court

and

Probation Officers Association of New Jersey

This agreement entered into by and between the Judges of the County Court of Burlington 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").

1. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey Employer - Employee's Relations Act) as the sole and exclusive representative of Probation Officers, Senior Probation Officers and Principal Probation Officers II, of the Burlington 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, 1971 the annual rates of pay for all Probation Officers, Senior Probation Officers and Principal Probation Officers II, to be promulgated by order of the said Judges, pursuant to R.S. 2A:168-8, will be within the salary range established by Court Order signed April 13, 1970, as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 7,737.00	\$ 10,059.00
Senior Probation Officer	\$ 8,530.00	\$ 11,092.00
Principal Probation Officer II	\$ 9,875.00	\$ 12,839.00

A. 1. There will be six annual steps at increments of \$387.00 for Probation Officers, \$427.00 for Senior Probation Officers, and \$494.00 for Principal Probation Officers II, respectively.

2. Two Probation Officers at the minimum level shall be raised to the second step or \$8124.00, six Probation Officers now at step #2 shall be raised to the third step or \$8511.00.

3. Two Senior Probation Officers shall be raised to step #3, or \$9384.00.

4. Two Principal Probation Officers II shall be raised to step #3, or \$10,863.00, and two Principal Probation Officers II shall be raised to step #6, or \$12,345.00.

5. A cost of living increase in the amount of 7 percent will be added to 1971 salaries of Probation Officers in all titles. This is not to be considered as part of the annual salary.

6. All officers in the above titles, who are required to remain on duty during supper hour to accept reports of probationers, shall receive meal allowance not to exceed \$3.75 for each such duty assignment.

7. A complaint or grievance of any officer in the above titles related to work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

1. The complaint of an employee 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 need not be in writing.

2. If the employee wishes to appeal the decision of his immediate superior, he shall put the complaint in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three work days and shall render a decision within five work days thereafter.

3. An appeal of the Chief Probation Officer's decision shall 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 may not at the same time have the matter adjudicated by another person or agency. Such option shall be exercised at Step 3, before an appeal is taken to the County Court Judges. In using the grievance procedure proposed herewith, an employee is entitled to be represented by an attorney or other appropriate person of his own choosing.

#### B. Termination

This agreement shall be effective as of the First (1st) day of January, 1971, and shall remain in full force and effect until the Thirty-First (31st) day of December 1971. It shall be automatically renewed thereafter, unless either party shall notify the other, in writing, ninety (90) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later

than sixty (60) days prior to the expiration date; and this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

C. Legality of Contract

Any provisions of this Agreement found to be in violation of Court Rules, Civil Service Rules and Procedure and other provisions having the force and effect of law shall be subject to re-negotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

It is agreed that any future Statutes concerning the employees of the County of Burlington, which liberalizes employee benefits beyond those contained herein, either by mandatory act or permissive act, shall be subject to immediate re-negotiation.

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

For the Judges:

For the Association:

*Herman Belopolsky*  
Herman Belopolsky - Liaison

*Julius Malcan*  
Julius Malcan  
Liaison Representative

*Paul R. Kramer*  
Paul R. Kramer

*Joseph P. Gallagher*  
Joseph P. Gallagher  
Liaison Representative

*J. Gilbert Van Sciver, Jr.*  
J. Gilbert Van Sciver, Jr.

*Francis E. Martin*  
Francis E. Martin  
Liaison Representative

*J. Edward Paglione*  
J. Edward Paglione  
District Representative