

2-0021
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Agreement made this 17 day of March 1972, by and between the Judges of the County Court of Ocean 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 Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Ocean 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 N.J.S.A.2A:168-1, et seq.

2. An Order was signed by the Judges, effective April 1, 1970, establishing minimum and maximum salaries for Probation Officers and Senior Probation Officers. The Order shall remain in effect during the life of this Contract.

- a. It is agreed that, effective April 1, 1972, each Probation Officer and Senior Probation Officer, who has been employed in the Probation Department in excess of six months, shall receive an increase of 5.5% of their present annual salary, rounded off to the nearest dollar.
- b. The Court Order was signed, effective April 1, 1970, fixing annual increments of all Probation Officer classifications as approximately one-sixth of the difference between the minimum and maximum salaries. It is further agreed, effective April 1, 1972, that each Probation Officer and Senior Probation Officer

who has been employed in the Probation Department in excess of six months, shall receive an annual increment as set forth in the Order heretofore referred to, and which increment shall be:

<u>Title</u>	<u>Annual Increment</u>
Probation Officer	\$387.00
Senior Probation Officer	\$427.00

c. The schedule of adjusted salaries for the Ocean County Probation Officers and Senior Probation Officers is enumerated below:

<u>NAME</u>	<u>PRESENT SALARY</u>	<u>5.5% INCRE- MENT</u>	<u>MERIT INCREMENT</u>	<u>TOTAL SALARY EFFECTIVE APRIL 1, 1972</u>
SENIOR PROBATION OFFICERS				
Eamonn Mc Cluskey	\$9,584.00	\$527.00	\$427.00	\$10,538.00
Gordon J. Peterson	\$9,584.00	\$527.00	\$427.00	\$10,538.00
PROBATION OFFICERS				
Millard H. Thompson	\$9,097.00	\$500.00	\$387.00	\$ 9,984.00
Joseph E. Decker	\$8,904.00	\$490.00	\$387.00	\$ 9,781.00
Siegmund Diener	\$8,711.00	\$479.00	\$387.00	\$ 9,577.00
Kathleen E. Redling	\$8,711.00	\$479.00	\$387.00	\$ 9,577.00
James P. Rutigliano	\$8,711.00	\$479.00	\$387.00	\$ 9,577.00
Roy L. Van Houten	\$8,711.00	\$479.00	\$387.00	\$ 9,577.00
Reita Pavcsik	\$7,737.00	\$426.00	\$387.00	\$ 8,550.00
George Jadelis	\$7,737.00	\$426.00	\$387.00	\$ 8,550.00
Charles A. Peters	\$7,737.00	\$426.00	\$387.00	\$ 8,550.00

This Order shall become effective April 1, 1972.

d. Effective April 1, 1973, 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. The Judges recognize the fact that the 10¢ per mile paid to Probation Officers for the personal use of their motor vehicles on Probation Department business, should be reevaluated. The Judges agreed to strongly recommend to the Ocean County Board of Chosen Freeholders that 12¢ per mile be paid to all County employees who use their personal motor vehicles on County business as a part of a County-wide plan. It is further agreed that, if the Freeholders establish a County-wide increase for mileage during the life of the Contract, that it shall also be effective for the Probation Officers.

4. The Judges will undertake a survey concerning longevity plans that may be in effect throughout the State of New Jersey for County employees, and will consider longevity payments concerning any Contract that shall be entered into between the Judges and the Association that may be effective on or about April 1, 1973 in light of this survey. It is further agreed that, in the event the Ocean County Board of Chosen Freeholders establish a County-wide plan of longevity payments during the life of this Contract, such longevity plan will also apply to the Probation Officers.

5. 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 working 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.

6. 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(s) of the Association designated to represent him pursuant to this agreement.

7. The provisions of this agreement shall remain in effect until April 1, 1973, and by mutual concurrence of both parties, they may be continued for an additional calendar year.

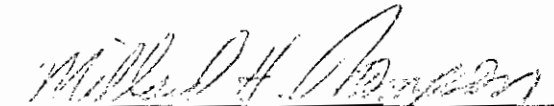
In witness whereof, the parties hereto have hereunto set their hands and seals this day of March 1972.

For the Judges:


For the Association:



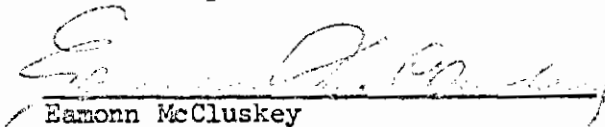
William H. Huber J.C.C.




Millard H. Thompson
Liaison Representative



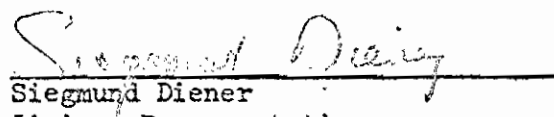
William E. O'Connor, Jr. J.C.C.



Eamonn McCluskey
Liaison Representative




Mark Addison J.C.C.



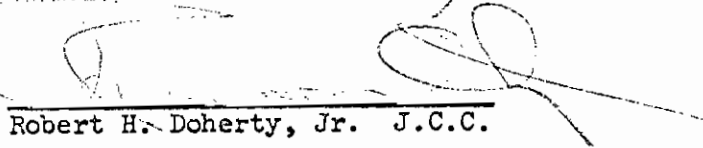
Siegmund Diener
Liaison Representative



Richard A. Grossman J.C.C.



Henry H. Wiley J.C.C.



Robert H. Doherty, Jr. J.C.C.