

THIS DOES NOT
CIRCULATE

A G R E E M E N T

BETWEEN

THE PASSAIC COUNTY BOARD OF SOCIAL SERVICES

AND

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

X January 1, 1980 through December 31, 1982

INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY

AUG 0 1985

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sent to the Passaic County Welfare Association

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PREAMBLE

This Agreement entered into this 13 day of September by and between the Passaic County Board of Social Services, hereinafter referred to as the "Employer" and the Employees of Passaic County Welfare Association, hereinafter referred to as "Association", has as its purpose the effectuation and continuation of harmonious relations as between the Employer and the Association, the establishment of an equitable procedure for the resolution of differences, and the establishment of rate of pay, hours of work, and other conditions of employment, and said Agreement represents the complete and final understanding insofar as all issues covered by this Agreement between the Employer and the Association are concerned.

ARTICLE IRECOGNITION

In accordance with the Resolution passed by the Employer on the 15th day of July, 1970, the Employer recognizes the Association as the exclusive collective negotiations agent for all employees except the Director, Deputy Director, the Supervisor of Administrative Services, the Administrative Supervisors, the Assistant Administrative Supervisors, the Training Supervisor, the Assistant Training Supervisor, the Chief Clerk, the Accountant, the Supervisor of Accounts, Chief Clerk Accounts and Controls, the Supervising Clerk, Auditors and Counsels, Chief Investigator,

Assistant Chief Investigator, Public Information Officer, Fiscal Officer, and any other management level titles which may be implemented by the Employer during the life of this Agreement. As established by prior practice and agreement, the Employer and the Association recognize the right of supervisory employees to be fully represented by the Association in all matters of collective negotiations.

ARTICLE II

MANAGEMENT RIGHTS

All of the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer except those and only to the extent that they are specifically modified by this Agreement and are not contrary to public policy or any law of the State of New Jersey, or any rules, regulations or directives lawfully promulgated by and within the scope of authority of the State Division of Public Welfare and the Department of Civil Service.

ARTICLE III

DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Association Monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association together

with a list of the names of all employees for whom the deductions were made by the 10th/^{day}of the succeeding month after deductions were made. The revocation of this authorization shall be in accordance with applicable statutes as presently existing or as may be amended. In addition, on or about June 1st and November 1st, the Employer shall submit to the Treasurer of the Association a current list of employees from whom dues payments are being deducted.

In those cases where an employee decides to resign his or her Association membership, it shall be the obligation of the First Party to become aware of such resignation to notify the other party in writing.

ARTICLE IV

REGULARLY PRESCRIBED HOURS OF WORK

1. The official work week shall consist of thirty-five (35) hours per week, seven (7) hours per day (8:30 a.m. - 4:30 p.m.) five (5) days per week, (Monday thru Friday), except holidays as herein provided. The work week will be flexible in terms of staff stationed in outreach sites between the hours of 8:00 a.m. and 5:00 p.m. as long as the principle of a thirty-five (35) hour week and a seven (7) hour day is followed.
2. One hour per day shall be allowed for lunch in accordance with Employers schedule.
3. Overtime: overtime means the officially required performance by any permanent or temporary employee of extra services entirely outside of the regularly, prescribed hours of duty, in which services are independent of the regular routine

- (b) an alleged inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders issued by the Administration of the Agency; which shall be called a "non-contractual grievance". This grievance may be processed up to and including step three of the Grievance Procedure.
2. In the wording of this statement of procedure, the term aggrieved shall be taken to include all employees as defined by Article I hereof.
 3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.
 4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved party or parties may, upon notice, proceed to the next step.
 5. Any of the time limits specified below may be extended by mutual agreement.
 6. This grievance procedure shall in no way impair, diminish or preclude any rights of the parties as set forth in New Jersey Statutes, New Jersey Administrative Code, or any other law applicable to the within Agreement.
 7. If, in the judgement of the Grievance Committee of the Associations' Executive Board, a grievance effects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure.

duties of the employee so assigned, unless extraordinary circumstances or special projects require same, and only when specifically authorized by the Director of the Passaic County Board of Social Services, in accordance with Ruling Eleven.

4. The Employer reserves the right to employ security personnel during other than the aforesaid regular working hours, in which event the above definition of overtime shall not apply.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate. The Association Grievance Chairperson will review and screen all employee grievances prior to their being presented to the next line of higher authority.

B. Definitions

1. A "Grievance" means that there is a dispute between the parties over:
 - (a) a misinterpretation or misapplication of the terms of this agreement. This is a "contract grievance" which is subject to the steps of the Grievance Procedure outlined in "C" of this article.

8. In the event an employee feels that any Civil Service Rules or Regulations are being violated, and provided said employee has exhausted all administrative remedies, such employee or the Association in his, her or their behalf shall have the right to seek remedy through the New Jersey Civil Service Department.

C. Presentation of a Grievance

1. In the presentation of a grievance, the aggrieved party or parties shall have the right to present his, her or their own appeal or to designate the Association Grievance Chairperson and one other predeclared person from the Association Executive Board to appear with him. The Employer agrees that there shall be no loss of pay for the reasonable time spent in processing the grievance by the said aggrieved and the Association representatives who are employees of the Employer, throughout the grievance procedure.
2. The Employer agrees not to accept presentment or processing of any grievance except in compliance with N.J.S. 34:13A-5.3.
3. The Employer agrees not to meet with other employees representatives or organizations to hear the views and requests of their members, unless the Association is informed of and allowed to attend such meetings.
4. The Employer agrees to negotiate changes in terms of employment only within the provisions of N.J.S. 34:13A-5.3.

5. The Employer agrees to inform the Grievance Chairperson of the Association of all charges being brought against any employee by the Employer.
6. The Employer agrees to invite the Grievance Chairperson and one other predeclared designee from the Association Executive Board to be present at all such charges as described above, except in those cases where the charged employee has signed the standard written waiver of Association Representation. The Employer, as a matter of course, shall apprise the Grievance Chairperson in writing of all steps in any of the above charges and its disposition thereof.
7. The Employer agrees to inform the Grievance Chairperson of the Association of any new policy which is established by the Employer as a result of the processing of a grievance.
8. The Employer agrees that the Association Grievance Chairperson shall be notified in writing at least two (2) work days prior to any meetings or hearings regarding grievances, disciplinary action, or charges where Association representation is requested except in the case of an emergency situation in which event the Employee shall be provided with as much advance notice as is possible under the circumstances. Such notification is to include a brief description of the purpose of said meeting or hearing. This requirement may be waived only by mutual agreement between the parties.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

- a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his, her or their Superior as designated by the appropriate, recognized chain of command (See Organization Chart appendix, or as otherwise amended by administrative memorandum) within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonable be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.
- b. At this step, the appropriate authority shall render a decision in writing within four (4) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the aggrieved party or parties shall, in writing and signed, file his, her or their complaint with the Director of the Passaic County Board of Social Services, within five (5) working days following the determination of Step 1.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

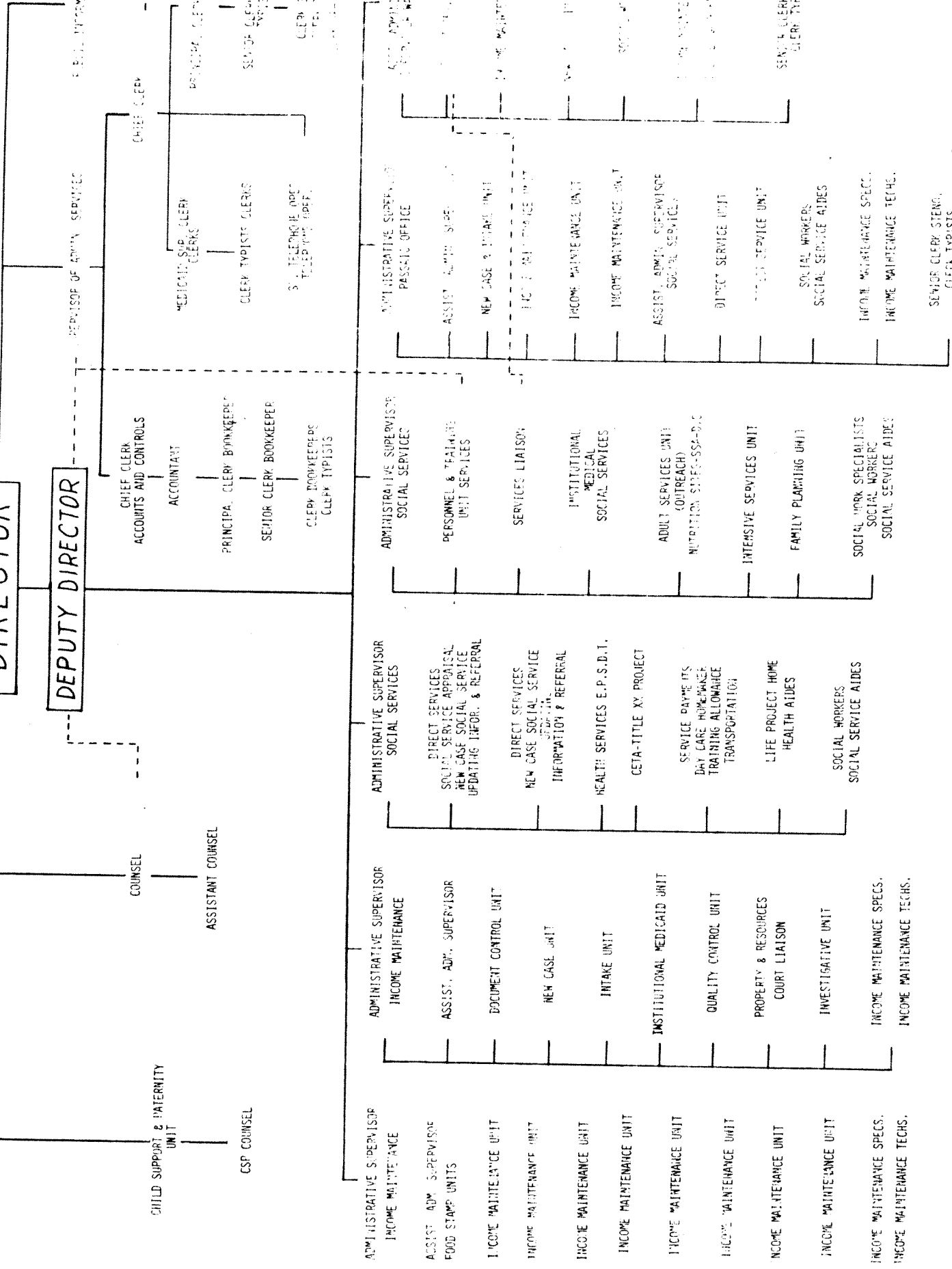
DIRECTOR

DEPUTY DIRECTOR

SUPERVISOR OF ADMIN. SERVICES

CHIEF CLERK

CHIEF CLERK



- b. The Director of the Passaic County Board of Social Services, or his designee, shall render his decision in writing ten (10) working days after the receipt of the complaint.

Step 3

- a. Should the aggrieved party or parties disagree with the decision of the Director or his designee, the said aggrieved may, within five (5) working days, submit to the Employer, a statement in writing and signed, as to the issues in dispute. In the event the said aggrieved files his statement with the Employer at least ten (10) working days prior to a regularly scheduled board meeting of the Employer, or three (3) working days prior to a regularly scheduled meeting of the Personnel Committee, said Committee shall review the decision of the Director together with the disputed issues submitted by the said aggrieved. The said aggrieved and/or the Association Representative may request an appearance before the Employer or its Personnel Committee, as the case may be. The Employer shall render its decision in writing within ten (10) working days after the Board Meeting at which the matter has been reviewed.

Step 4

- a. Should the aggrieved be dissatisfied with the Board's decision, such person or persons has ten (10) working days in which to request fact finding. The fact finder

shall be associated with the Institute of Management and Labor Relations of Rutgers University. However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board.

- b. The fact finder's recommendations shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which will bind the parties and his opinion shall be advisory in nature only.

MISCELLANEOUS

1. Association representation does not preclude representation by an employee's attorney of his own choosing. If an employee chooses to have legal representation, the Director must receive adequate prior notification (three (3) working days) including full disclosure of any written documents which are to be presented on his behalf at a hearing.
2. Should the aggrieved party or parties elect to present his, hers or their own grievance without Association representation, he should so indicate on the grievance form in the procedural Step 1. Should the employee exercise this option, this does not preclude the responsibility of the Employer to inform and invite the Grievance Committee of the Association to attend any such grievance presentations and/or hearing.

3. Time limits under this Article may be changed only by mutual agreement in writing.
4. If in the opinion of the Grievance Committee of the Association, the nature of an employee initiated grievance is such that it cannot be resolved in Step 1, the Grievance Committee can file the grievance on behalf of the employee directly at Step 2 subject to the approval of the Employer, but with the full understanding that the individual employee's rights will not be superseded by the Association.
5. All of the above notwithstanding, the Employer reserves unto itself the right to meet with an employee in connection with a personal problem or matter without inviting the Association to participate if the employee so requests; the question of whether or not a particular problem or matter is personal in nature shall be left to the sound discretion of the Director.
6. Any Fact Finding decision or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve a Fact Finder's decision or award as being in contravention of Ruling 11, this Association shall not be construed as preventing the ~~union~~ from thereafter moving in an appropriate forum for the enforcement of the Fact Finder's decision or award.

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Whenever such holiday falls on a Saturday, it shall be celebrated 12.
on the preceding Friday.

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ARTICLE VI

HOLIDAYS

The legal paid holidays, as specified under Ruling Eleven of the Department of Human Services, Division of Public Welfare, and fixed by the New Jersey Statutes, are as follows:

- | | |
|-------------------------------|------------------|
| New Years Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Martin Luther King's Birthday | |

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday; Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be reimbursed according to the specified overtime rate of pay.

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In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Passaic County declares a holiday for all County Employees.

ARTICLE VII

VACATIONS

All employees shall be granted vacation leave in accordance with Ruling Eleven, specified as follows:

1. One (1) working day for each full month of service or major fraction thereof during the first year; (i.e. one (1) vacation day for each month of service or fraction thereof computed to the date of vacation).

2. After one (1) year of service through five (5) years of service, twelve (12) working days per year.
3. After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year.
4. After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year.
5. After twenty (20) years of service, twenty-five (25) working days per year.
6. All employees engaged in employment with the Employer on December 31, 1974, shall be entitled, in the eleventh and twelfth years, to have and enjoy the vacation rate of eighteen (18) working days per year.

(This provision shall not apply to those employees who commenced employment with the Passaic County Board of Social Services, after December 31, 1974).
7. Service includes all temporary continuous service immediately prior to permanent appointment with the Passaic County Board of Social Services, or other county office provided there is no break in service of more than one week.
8. Seasonal employees may be granted vacation leave on the basis stated in Regulation No. 5 (b) (1) of Ruling Eleven.
9. Accumulation of vacation - where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall

- be granted during the next succeeding calendar year only.
10. Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned. Vacation leave upon request of the employee, and approval by the Employer, may be carried into the following year but no further and only to the extent of nine (9) days thereof provided a written request therefor is submitted to the Director of the Board no later than September 1 of the year that said vacation time is earned, and provided further that the Director of the Board shall have the discretion to refuse to permit a vacation or to cancel a vacation, or to refuse to permit the said nine (9) day carry-over in the event the employee is not current insofar as the performance of his work or in the event special projects, or the effective administration, or the implementation of the Board's programs so requires provided that:
- (a) in the case of special projects thirty (30) days advance notice is given to the employee that his/her vacation will be cancelled;
 - (b) in the event of substantial non-performance of work, where an employee has accumulated a backlog of regular work, vacation may be cancelled with one (1) weeks notice being given to the employee. Upon receipt of such notice being given that his/her vacation will be cancelled the employee will have the right to appear before the Director with his/her

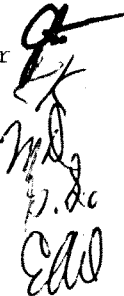
supervisor and a representative from the Employees of Passaic County Welfare Association.

11. Cancellations of vacations may be subject to the employees' grievance procedure.
12. Except as modified herein, vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year, and is to be taken during the calendar year (i.e., vacation may be taken in advance subject to the rights of the Employer to receive reimbursement if employee's employment is terminated prior to the end of the year).
13. The present policy of scheduling vacation time by seniority in grade with requests to be submitted in writing and within a given time limitation will be continued.
14. The employee shall follow the vacation schedule promulgated by the Director.

ARTICLE VIII

LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted, at the discretion of the Employer, to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Employer for an additional period not to exceed six (6) months. No


 M.D.
 P.D.
 E.A.

- further renewal may be granted except upon the approval by the Division of Public Welfare and the Department of Civil Service for reasons as established by Commission Regulations.
- B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval of the Employer's Director, or approval of the Passaic County Board of Social Services.
- C. Employees granted leaves of absence without pay shall have annual sick leave and vacation leave credit each reduced in accordance with Ruling Eleven of the Division of Public Welfare and the rules and regulations in force as promulgated by the Department of Civil Service.
- D. Temporary employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the Employer, in accordance with Ruling Eleven and subject to approval by the Department of Civil Service.
- E. Upon request, employees requesting leaves of absence shall receive written notification of the decision of the Board within five (5) days following the monthly Board meeting provided such request for leave was submitted at least five (5) days prior to that month's regularly scheduled meeting of the Employer's Personnel Committee.

F. When an employee returns from approved leave of absence he will normally be returned to his permanent position in the Agency. A provisional appointee in this instance defined as a permanent employee promoted to a higher salaried position on a provisional basis pending Civil Service Approval, returning from approved leave of absence will be returned to the position he was filling prior to the leave, providing a slot for such position is available at the time of return. If no slot is available at the time of return, said employee may be granted the higher position as soon as a slot becomes available. It is understood, however, that a Civil Service certified list of eligible candidates for any slot will take precedence over the foregoing statements regarding provisional appointees.

ARTICLE IX

SICK LEAVE

1. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first ^{calendar} year of employment and fifteen (15) days annually thereafter. Employees shall be credited with fifteen (15) working days sick leave at the beginning of the ^{calendar} year and may be permitted to use sick leave on the basis of and in accordance with established Board ~~and/or central board policy~~ policy, subject to the provisions of Ruling Eleven and rules and regulations of the Department of Civil Service.

2. The sick leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis of and in accordance with established Employer policy. In the event the employee should use said time and then terminate his employment with the Agency, leaving the Agency with no payroll credits to be made, the employee shall be notified that the debt exists and an appropriate adjustment payment will be made from the employee to the Employer.

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3. Sick leave for absences of long duration must be requested by the employee in writing to his immediate Supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.

4. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 8:30 a.m., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) ~~days~~ ^{work days or more.} consecutive ~~sick leave~~.

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5. All sick leaves are subject to the Director's approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

n employee is on sick leave for

ARTICLE X

MATERNITY LEAVE

1. Permanent employees may request in writing through their Superior, maternity leave to be submitted no later than the fifth month of pregnancy except under extenuating circumstances for pregnancy. Such request for maternity leave must be accompanied by a written and signed physician's statement. All maternity leaves are subject to approval by the Director of the Passaic County Board of Social Services, the Division of Public Welfare of the Department of Human Services and the Department of Civil Service, and in conformity with Ruling Eleven.
2. Any earned sick leave may be applied towards an approved maternity leave in accordance with the provisions of Ruling Eleven.

ARTICLE XI

HEALTH AND WELFARE

1. The employer agrees to provide health insurance coverage for eligible employees and their immediate families in accordance with the existing Passaic County Health Benefit Program (i.e., Blue Cross, Blue Shield, Rider J, Prudential Major Medical and Group Health Insurance Dental Plan, plus Prescription/Drug Program for employee and eligible dependents with a deductible provision of one dollar (\$1.00) per prescription or each renewal of such prescription), provided that in the event that the Passaic County Board of Chosen Freeholders improves the coverage afforded its employees or implements new programs this provision shall be

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All employees who retire from the one of above Retirement Systems on January 1, 1974 or thereafter shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$12,000.00).

An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment.

Those employees who have a break in service (excluding layoffs) on or after January 1, 1974 shall be entitled to apply for lump sum purposes only the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

A collection of handwritten signatures and initials in black ink. On the left is a large, stylized signature that appears to be 'P'. To its right are several smaller initials and signatures, including 'S.S.', 'K.K.', 'E.A.', and 'M.A.'.

ARTICLE XIII

SALARIES AND COMPENSATION

During the term of this Agreement employees will be compensated as follows subject to appropriations by appropriate funding agencies; the salaries and stipulations contained in this article are based upon the standard five (5) day, thirty-five (35) hour work week.

During the term of this Agreement employees covered by this Agreement shall be compensated as follows:

1. Each position title shall have a salary range with a minimum and maximum as more particularly specified and set forth in the Compensation Schedule, Part 1, Appendices I and II of Ruling Eleven.

2. Effective January 1, 1980 through June 30, 1980 the compensation shall continue as indicated in the addendum to the previous Agreement approved on September 24, 1979 pertaining to Compensation Schedule H of Rev. Ruling 11, in effect July 1, 1979.

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3. Effective July 1, 1980 all employees shall have their salaries adjusted step to step in accordance with the appropriate increase to the Compensation Schedule that represents the maximum percentage/ Appendices/in Ruling 11 in effect July 1, 1980.

~~Each employee shall receive back the maximum benefit payable under Ruling Eleven as obligated by the State of New Jersey, Division of Public Welfare.~~

4. Effective July 1, 1981 all employees shall have their salaries adjusted step to step in accordance with the appropriate increase to the Compensation Schedule that represents the maximum percentage increase Appendices/in Ruling 11 in effect July 1, 1981.

~~For each employee shall receive back the maximum benefit payable under Ruling Eleven as obligated by the State of New Jersey, Division of Public Welfare.~~

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8. All employees shall be compensated at the rate of time and ^{authorized} one half in cash for/overtime hours accrued in excess of ^{as defined in Article IV.} the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one half. Overtime will be computed at the rate of one and a half times the regular hourly rate of that employee.

9. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable no later than February 1, 1980 to each employee on Range 12 and below provided that he/she shall have completed at least one (1) year of continuous service with the Board as of January 1, 1980.

10. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable no later than February 1, 1981 to each employee on Range 12 and below provided that he/she shall have completed at least one (1) year of continuous service with the Board as of January 1, 1981.

11. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable no later than February 1, 1982 to each employee on Range 12 and below provided that he/she shall have completed at least one (1) year of continuous service with the Board as of January 1, 1982.

9
KK
mal
S.S.
Ell

12. Effective January 1, 1980 employees shall be granted a salary differential of 5% based exclusively on the minimum step of the applicable salary range as set forth in the appropriate appendices reflected in Ruling 11 in effect as indicated in paragraph ² above. Such differential shall be payable to those employees employed by the Agency as of December 31, 1979. This differential shall terminate on/ ~~December 31, 1980~~ June 30, 1980.

July 1, 1980

13. Effective ~~January 1, 1981~~ employees shall be granted a salary differential of 5% based exclusively on the minimum step of the applicable salary ranges as set forth in the appropriate appendices reflected in Ruling 11 in effect as indicated in paragraph ³ ~~2~~ above. Such differential shall be payable to

those employees employed by the Agency as of ~~December 31, 1980~~ ^{June 30, 1980} ~~XXXXXXXXXXXXXXXXXXXX~~ ^{XX}

This differential shall terminate on ~~December 31, 1981~~ ^{June 30, 1981.}

14. Effective ~~January 1, 1982~~ employees shall be granted a salary differential of 5% based exclusively on the minimum step of the applicable salary ranges as set forth in the appropriate appendices reflected in Ruling 11 in effect as indicated in paragraph ⁴ ~~3~~ above. Such differential shall be payable to

those employees employed by the Agency as of ~~December 31, 1981~~ ^{June 30, 1981} ~~XXXXXXXXXXXXXXXXXXXX~~ ^{XX}

This differential shall terminate on ~~December 31, 1982~~ ^{June 30, 1982.}

15x
16. Employees promoted or demoted during the term of this Agreement will have their salary differential adjusted on the effective date of their promotion or demotion. The salary differential to be paid will be the salary differential designated and in effect at that time for the position to which the employee is being promoted or demoted.

ARTICLE XIV

RULING NO. ELEVEN

All rights, privileges, prerogatives, duties and obligations of the parties contained in current Ruling Eleven, as amended, shall be continued during the life of this Agreement, except as modified by specific provisions set forth in this Agreement.

15. Effective July 1, 1982 employees shall be granted a salary differential of 5% based exclusively on the minimum step of the applicable salary ranges as

set forth in the appropriate appendices reflected in Ruling 11 in effect (See attached sheet)

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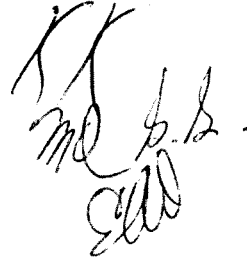
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15. continued

as indicated in paragraph 5 above. Such differential shall be payable
June 30, 1982 XX
to those employees employed by the Agency as of ~~December 31, 1981~~ ~~XXXXXXXXXXXXXXXXXX~~

This differential shall terminate on December 31, 1982.

Handwritten signature and initials, possibly "M. B. S." and "S. B. S." written in cursive.

ARTICLE XVTRANSFER OF THE WELFARE PROGRAM

1. Should the Federal or State Government enact Legislation to assume the Supervision and Administration of the Welfare Program, the Employer shall to the extent it is lawful and able protect the Civil Service and Retirement Rights of the Passaic County Board of Social Services' personnel transferred to employment under the Federal or State Government Welfare Program.
2. In the event of a proposed State or Federal takeover or major change of the Supervision and Administration of the Welfare Program, the Employer agrees to allow four (4) members of the Executive Board of the Association to attend any public meetings called by Federal, State or local welfare authorities on the above matters, with no loss of pay or leave time.

ARTICLE XVIA. Administrative Leave Days

1. All employees of the Passaic County Board of Social Services, with one (1) year of service shall be entitled to up to three (3) days administrative leave per calendar year in accordance with the following rules:
 - a. Request for leave shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date or dates by the employee's immediate supervisor and/or the Director

ARTICLE XVIIILONGEVITY

The current Passaic County Board of Social Services longevity plan presently in effect for all Passaic County employees and which provides for 2% of the employees' salary at completion of seven (7) years of employment, 4% after ten (10) years, 6% after fifteen (15) years, 8% after twenty (20) years, and 10% after twenty-five (25) years, shall be continued during the term of this Agreement. Every full time employee, provisional or permanent, classified or unclassified, of the Passaic County Board of Social Services, shall be paid longevity payments on a pro-rated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with salary for pension purposes.

ARTICLE XIXEDUCATION

1. Leave may be granted to an employee to attend a Graduate School of Social Work, Public Administration, or Business Administration on the basis that the employee will return to the agency and continue employment and be an asset due

- to the graduate training received insofar as carrying out the Employer's Program. This Educational Leave Plan is in accordance with Ruling Eleven, personnel regulations of the State Division of Public Welfare. The Board shall permit at least three (3) professional employees to obtain a Master's Degree in Social Work, and at least three (3) professional employees to obtain a Master's Degree in Public or Business Administration in any calendar year.
2. The Employer will underwrite the cost of tuition and will pay to the employee a monthly stipend in accordance with Ruling Eleven, providing the Employer approves the request of the employee, and providing further that the employee executes the Educational Leave Agreement described in Ruling Eleven and continues in the employ of the Employer for a period of one and one half (1½) months for every month that the Employer pays for the education as aforesaid, or as otherwise specified in Ruling Eleven, as amended.
 3. Subject to Board approval, the cost of any graduate or undergraduate courses taken by permanent employees with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology, Business Administration, Public Administration or other job related fields will be reimbursed by the Board, provided that the employees make application, in writing, in advance, continue in full time employment with the Board and attain a passing grade. Such courses are to be taken at a New Jersey State Institution during non-working hours.

4. Any full time permanent employee who is matriculating in one of the above specified areas, as a part-time student may receive tuition reimbursement for all required courses in pursuit of the degree, provided the employee enters into an appropriate written contract with the Employer as provided for in Ruling 11.
5. The Board will pay for tuition and stipends and other expenses as provided under Ruling Eleven.
6. Training leave with pay shall be granted to any employee desiring to attend, at his or her own expense, any course, seminar, or conference, relevant to his or her duties in carrying out the employer's programs for which payment is not available. The period of authorized leave with pay shall not exceed the time of actual attendance plus reasonable travel time. The employer reserves the right to deny such leave when granting same would detrimentally effect agency operation.
7. It is recognized that all permanent employees in the clerical unit shall have the right to participate in the Employers' Educational Program including reimbursement of undergraduate courses which will either improve skills in the clerical area, or provide new skills in other agency related areas. Request for payment must be made in writing to the Board for approval prior to the start of each semester. Payment is subject to satisfactory completion of each course. Courses must be taken at a New Jersey Institution during non-working hours.

8. All of the provisions shall be in accordance with Ruling Eleven, Part III.

ARTICLE XX

NON DISCRIMINATION

1. The Employer and the Association agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, political affiliation, Association Membership, or legal association activityx, color, armed forces obligations, or physical handicaps.
2. The Employer will not discriminate in awarding positions or promotional opportunities based on an employee's position within a specific office, department, branch or unit location.
3. During the duration of the contract, employees will be given preference in appointment from Civil Service lists of eligibles, to the maximum extent permitted by law and regulations provided that such employee's work performance warrants the appointment.
4. The Affirmative Action Policy of the Employer as promulgated by the Department of Human Services, Division of Public Welfare, shall be made a part of this Agreement.

ARTICLE XXI

ASSOCIATION RIGHTS

1. The Association has the right and responsibility to represent the interests of all employees within the bargaining unit to present its views to the employer on matters of concern either orally or in writing to consult the employer or its designee

with regard to policies, practices, and/or decisions affecting its members to be consulted by the employer or its designee whenever possible to use all available legal means to protect, preserve, and ensure just treatment of all employees; to enter collective negotiations with the object of reaching an equitable agreement applicable to all members of the bargaining unit.

2. The Association shall have the right to make reasonable use of the employers internal mail system for legitimate Association business. It is understood that this does not include use of the agency's postage machine.
3. The Association shall have the right to distribute to the employees all material dealing with the proper and legitimate business of the Association.
4. The Employer shall provide a bulletin board in the main floorⁿ occupied by the Passaic County Board of Social Services, in their central and branch offices, part of which bulletin board may be used by the Association for posting notices, etc., pertaining to Association business. This does not include Outreach Centers. All such notices shall be submitted to the Employer prior to posting.
5. The Association shall be allowed to install one (1) suggestion box in the main office and in each branch office of the Passaic County Board of Social Services.

ARTICLE XXIIFULLY-BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

ARTICLE XXIIISEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such Court or tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIVTERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1980 and remain in effect up to and including December 31, 1982 except as provided otherwise herein.

2. Negotiations on a successor contract shall commence on or About October 1, 1982 upon written notice by one party to the other at least ninety (90) days prior to the expiration date of this Agreement.
3. By agreement and subject to appropriations by appropriate funding agencies, this Contract and its provisions shall remain in full force and effect during any extended period of negotiations that take place on any new contracts subsequent to this Contracts expiration date; and further, any provisions being so affected by the lack of appropriations by appropriate funding agencies shall be subject to renegotiations by the parties. The Employer shall continue to engage in timely and meaningful collective negotiations with the Association. *Ed*
4. Insofar as the State Division of Public Welfare is charged with reviewing and approving this Agreement, the State Division of Public Welfare shall, upon request of the Employer, promptly provide accurate direction and guidance with regard to matters within its role as Reviewer and Approver of this and subsequent Agreements.

ARTICLE XXV

TRAVEL

Employees who are required and authorized to use their private automobiles in the course of their employment shall be reimbursed to the extent of sixteen (16¢) cents per mile; if the State should increase the mileage rate this shall be subject to

reopened negotiations within thirty (30) days of effective date. In addition thereto, the Employer shall reimburse the said employees for the cost of automobile business insurance coverage, it being understood that said employees shall obtain business liability insurance coverage for their protection as well as the protection of the Employer; the amount of said reimbursement from the Employer to the employee for said automobile business liability insurance shall be to the extent of the actual additional premiums directly chargeable to said business liability coverage up to but not to exceed the sum of One Hundred Twenty (\$120.00) Dollars per year. The employee shall present to the Employer evidence of the existence of said business liability insurance policy and the payment of same (i.e. a receipted bill indicating payment of said premium) on the first of December of each year. The provisions of the insurance reimbursement shall be subject to renegotiations prior to January 1, 1981.

ARTICLE XXVI

CONDITIONS OF EMPLOYMENT

1. The Employer agrees to make every effort to maintain working conditions at such a level as to create a comfortable environment regarding the area within which and the conditions under which the employees must work, and to this end the Employer agrees to vigorously pursue its rights under its Lease with its Landlord insofar as the obligations of said Landlord regarding heat, air cooling, sanitary and other relevant conditions.

2. The Employer shall make every effort to maintain working conditions to meet the existing regulations of the New Jersey State Dept. of Labor and Industry, and local building and zoning code.
3. The Employer may invite the Association as a participant during any further Lease negotiations and/or building plans and negotiations; provided it is agreed that the Board reserves the right to make the final decision as to the final form of the lease, and the substantive provisions contained therein. The Employer may disclose floor plans and design of any future office(s) for the Passaic County Board of Social Services. The Association may offer suggestions to the Employer on said plans and designs.

ARTICLE XXVII

CONTRACTING AND SUB-CONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work which is capable of being performed by existing personnel within their titles.

ARTICLE XXVIII

WORK LOAD

1. The Employer will do everything within its power as to insure equitable distribution of work between employees of the same class and function.

2. The Employer will do everything within its power to maintain work loads at a reasonable level.
3. The Employer will do everything within its power subject to fiscal constraints to fill vacant slots within the agency as soon as possible after such vacancy occurs.

ARTICLE XXIX

PERSONNEL FILES

1. All employees shall be notified of any documents to be entered into their personnel files, and be given a copy of that document upon request.
2. Employees may review their personnel files at a time convenient to the administration with an administrator present in the room during said review. The employee will not have access to letters of recommendation contained in his or her personnel file.
3. Employees may designate, in writing, that an Association Representative review their personnel files and/or specific parts thereof. A copy of this written authorization will be filed in the personnel record.
4. Reviews of the entire personnel file shall be limited to one (1) review per year per employee. Further reviews beyond this may be permitted in specific circumstances insofar as certain material is relevant to a particular situation.

ARTICLE XXX

TRAINING

1. Any employee who has been transferred or promoted shall be

- given the training needed to perform satisfactorily the job to which he has been transferred or promoted.
2. Any new employee in Income Maintenance will receive twenty (20) consecutive days of training prior to final job assignment.
 3. Any new employee in Social Services will receive eight (8) weeks of a combination of on the job training and class room instruction prior to permanent job assignment.
 4. Any new employee in the clerical series will receive at least three (3) days of classroom instruction, which shall be an orientation in agency operations and procedures and sufficient on the job training in the operation of equipment and clerical procedures prior to permanent job assignment.
 5. All employees within a given job classification will be given equal notice and opportunity to participate in both in-house training and training authorized by the Personnel Committee in outside facilities.
 6. Administration will retain the right to postpone or defer the aforementioned training periods for good cause within its discretion and in times of emergency requiring immediate utilization of new staff. Management retains the right to limit the number of employees permitted to attend those sessions.

ARTICLE XXXI

ASSOCIATION ACTIVITY WITH PAY

1. The Employer agrees that during working hours Association representatives, without loss of pay or leave time, shall

be allowed to undertake Association activities as follows:

- (a) The Association will have access to the Board meeting Room for conferences at the convenience of management;
- (b) Two (2) Association members may represent employees in the negotiating and processing of grievance at the second step or above. This will be limited to the Chairperson of the Grievance Committee and one (1) Executive Member of the Association;
- (c) Management will permit the Association to post notices on the bulletin boards provided;
- (d) Attendance at negotiations meetings will be limited to the Executive Committee of the Association;
- (e) The Association will be permitted to transmit communications duly authorized by said Association to the Employer;
- (f) The Association may consult with the Employer or its duly designated representatives on matters of concern;
- (g) The Association may attend the Employers Personnel Committee Meetings subject to the limitation that only two (2) members of the Executive Board may attend only for specific matters relating to the Association and not the entire session of the Personnel Committee; If there should be a crucial issue, then a meeting will be scheduled between the Association Executive Board and the Employers Personnel Committee;
- (h) If the regular monthly Board Meeting is held during working hours, only three (3) members of the Executive Board will be permitted to attend.

- (i) One (1) member of the Executive Board can make a presentation to new employees in training limited to one (1) hour and further limited to subject matter of new employees rights, benefits and obligations under this Agreement and with regard to the Association;
- (j) The Association Executive Board will be permitted to attend meetings or hearings held by the State of New Jersey or any of its divisions or agencies, the New Jersey Legislation, the County Government, or other appropriate body, which are of interest or concern to the Association in its role as representatives of employees interests. Attendance at the foregoing meetings, etc., is limited to three (3) members of the Executive Board to attend a total yearly number of five (5) meetings including Freeholder meetings, but excluding meetings called by the Division of Public Welfare, which shall not be charged against the above mentioned five (5) days.

ARTICLE XXXII

PROMOTIONS

The Employer agrees to notify in writing all eligible employees of any promotional opportunity. Promotional opportunity is defined as a higher salaried position for which the employee is qualified. The Chairman of the Association will receive a copy of any promotional notices normally provided to eligible employees. The eligible employee shall be given five (5) days time in

which to respond in writing to indicate their interest in the promotional opportunity. Promotions will be determined based on consideration of the following:

Seniority in permanent position, annual employee evaluation, recommendation by Supervisor, Administrative Supervisor or Department Head, employees absence beyond authorized limits and lateness record, formal recorded interview with prospective candidates for said promotion. It is recognized that a personal interview will be held at the discretion of Administration. The employer retains the right and prerogative of management to determine, at its discretion, which employee is the most qualified to receive a promotion. If rejected for the position, the employee upon request shall be informed by the employer of the reason for said rejection in writing.

The above is subject to approval by the Department of Civil Service and other regulations covered by the Equal Employment Act and Affirmative Action.

ARTICLE XXXIII

GENERAL PROVISIONS WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. The foregoing shall not apply if the Employer is directed to effect new rules or modifications of

existing rules governing working conditions by the State Division of Public Welfare.

ARTICLE XXXIV

PARKING

The Employer shall provide parking at no cost to all employees in all of its offices, provided parking space is available and funds for said expenditure are appropriated.

ARTICLE XXXV

SECURITY PERSONNEL

1. The Employer shall provide Security Personnel for the Paterson and Passaic Offices. Should any substantial part of the staff be required to work overtime ^{on} ~~or~~ a holiday or ^{on a} ~~/~~ Saturday ^a or/Sunday, such Security Personnel shall be on duty during this aforementioned times. b.s.
MAY
MAY
MAY
E.L.W.
2. Security Guards shall receive an annual uniform allowance of One Hundred (\$100.00) Dollars at the time of anniversary date in order to purchase necessary uniforms, etc.
3. Security Guards may be utilized outside of normal working hours without same being considered overtime so long as the concept of a seven (7) hour day, and five (5) day, thirty-five (35) hour week is adhered to. This would include weekends so long as the assignment of weekend work is equitably shared among available employees.
4. The above notwithstanding, Security Personnel will enjoy the same rights to thirteen legal holidays as all other employees.

5. In the event of installation of mechanical security devices the Administration would make every attempt to avoid layoff of Security Personnel.

ARTICLE XXXVI

TIME CLOCKS

The parties agree that the agency may install and utilize time clocks to enforce the existing lateness policy of the Employer.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto placed their hands and affixed their seals and caused the same to be executed and attested to by their proper respective officers and/or agents on this 21 day of SEPTEMBER, 1979.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

by: [Signature]
EDMOND A. DE SANTIS, DIRECTOR

ATTEST:

[Signature]
GERTRUDE SILVERMAN
SECRETARY-TREASURER

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

by: [Signature]
KENNETH KOVALCIK, CHAIRMAN

ATTEST:

[Signature]
MARCIA DERMER
SECRETARY-TREASURER

Received, reviewed and approved by the Division of Public Welfare, New Jersey Department of Human Services

[Signature]
G. THOMAS RITI, DIRECTOR
NEW JERSEY DIVISION OF PUBLIC WELFARE

DATED: 21 day of NOVEMBER, 1979

C O M P E N S A T I O N S C H E D U L E HEFFECTIVE July 1, 1979A N N U A L S A L A R I E S

(This schedule represents approximately a 5½% increase over the compensation schedule reflected in Ruling 11 in effect July 1, 1978)

<u>Range</u>	<u>Increment</u>	<u>Min. 1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
H00	261.71	5230.63	5492.34	5754.05	6015.76	6277.47	6539.18	6800.89	7062.60
H01	275.66	5492.34	5768.00	6043.66	6319.32	6594.98	6870.64	7146.30	7421.96
H02	288.46	5768.00	6056.46	6344.92	6633.38	6921.84	7210.30	7498.76	7787.22
H03	302.42	6056.46	6358.88	6661.30	6963.72	7266.14	7568.56	7870.98	8173.40
H04	317.53	6358.88	6676.41	6993.94	7311.47	7629.00	7946.53	8264.06	8581.59
H05	333.82	6676.41	7010.23	7344.05	7677.87	8011.69	8345.51	8679.33	9013.15
H06	351.26	7010.23	7361.49	7712.75	8064.01	8415.27	8766.53	9117.79	9469.05
H07	368.73	7361.49	7730.22	8098.95	8467.68	8836.41	9205.14	9573.87	9942.60
H08	387.32	7730.22	8117.54	8504.86	8892.18	9279.50	9666.82	10054.14	10441.46
H09	405.93	8117.54	8523.47	8929.40	9335.33	9741.26	10147.19	10553.12	10959.05
H10	425.72	8523.47	8949.19	9374.91	9800.63	10226.35	10652.07	11077.79	11503.51
H11	446.64	8949.19	9395.83	9842.47	10289.11	10735.75	11182.39	11629.03	12075.67
H12	468.74	9395.83	9864.57	10333.31	10802.05	11270.79	11739.53	12208.27	12677.01
H13	493.17	9864.57	10357.74	10850.91	11344.08	11837.25	12330.42	12823.59	13316.76
H14	517.60	10357.74	10875.34	11392.94	11910.54	12428.14	12945.74	13463.34	13980.94
H15	543.18	10875.34	11418.52	11961.70	12504.88	13048.06	13591.24	14134.42	14677.60
H16	571.10	11418.52	11989.62	12560.72	13131.82	13702.92	14274.02	14845.12	15416.22

Range	Increment	Min. 1st	2nd	3rd	4th	5th	6th	7th	Max.
H17	600.18	11989.62	12589.80	13189.98	13790.16	14390.34	14990.52	15590.70	16190.88
H18	629.26	12589.80	13219.06	13848.32	14477.58	15106.84	15736.10	16365.36	16994.62
H19	660.66	13219.06	13879.72	14540.38	15201.04	15861.70	16522.36	17183.02	17843.68
H20	694.40	13879.72	14574.12	15268.52	15962.92	16657.32	17351.72	18046.12	18740.52
H21	729.28	14574.12	15303.40	16032.68	16761.96	17491.24	18220.52	18949.80	19679.08
H22	765.35	15303.40	16068.75	16834.10	17599.45	18364.80	19130.15	19895.50	20660.85
H23	803.73	16068.75	16872.48	17676.21	18479.94	19283.67	20087.40	20891.13	21694.86
H24	843.27	16872.48	17715.75	18559.02	19402.29	20245.56	21088.83	21932.10	22775.37
H25	886.31	17715.75	18602.06	19488.37	20374.68	21260.99	22147.30	23033.61	23919.92
H26	930.51	18602.06	19532.57	20463.08	21393.59	22324.10	23254.61	24185.12	25115.63
H27	977.03	19532.57	20509.60	21486.63	22463.66	23440.69	24417.72	25394.75	26371.78
H28	1,025.89	20509.60	21535.49	22561.38	23587.27	24613.16	25639.05	26664.94	27690.83
H29	1,077.06	21535.49	22612.55	23689.61	24766.67	25843.73	26920.79	27997.85	29074.91
H30	1,130.57	22612.55	23743.12	24873.69	26004.26	27134.83	28265.40	29395.97	30526.54
H31	1,187.57	23743.12	24930.69	26118.26	27305.83	28493.40	29680.97	30868.54	32056.11
H32	1,246.89	24930.69	26177.58	27424.47	28671.36	29918.25	31165.14	32412.03	33658.92
H33	1,308.52	26177.58	27486.10	28794.62	30103.14	31411.66	32720.18	34028.70	35337.22
H34	1,374.83	27486.10	28860.93	30235.76	31610.59	32985.42	34360.25	35735.08	37109.91
H35	1,442.29	28860.93	30303.22	31745.51	33187.80	34630.09	36072.38	37514.67	38956.96
H36	1,514.41	30303.22	31817.63	33332.04	34846.45	36360.86	37875.27	39389.68	40904.09
H37	1,591.17	31817.63	33408.80	34999.97	36591.14	38182.31	39773.48	41364.65	42955.82
H38	1,670.27	33408.80	35079.07	36749.34	38419.61	40089.88	41760.15	43430.42	45100.69

Ranges for the following titles are the same as those set forth in Ruling 11, Compensation Schedule H. effective July 1, 1979

Title	Hiring Rate		Range No.	Min.	Max.	Increment
	Min.	Max.				
Clerks	Min.		03	6056	8173	308 2
Building Mtn. Worker	Min.		04	6358	8581 2	318
Social Service Aide	Min.		05	6676	9013	334
Clerk Typist	Min.		05	6676	9013	334
Stock Clerk	Min.		05	6676	9013	334
Clerk Bookkeeper	Min.		05	6676	9013	334
Clerk Stenographer	Min.		06	7010	9469	351
Telephone Operator	Min.		06	7010	9469	351
Terminal Operator	Min.		07	7361	9942	387
Senior Clerk Bookkeeper	Min.		07	7361	10441	387
Senior Clerk Typist	Min.		08	7730	10441	387
Senior Telephone Operator	Min.		08	7730	10441	387
Guard Public Property	Min.		08	7730	10441	387
Senior Clerk Stenographer	Min.		09	8117 8	10959	406
Senior Terminal Operator	Min.		09	8117 8	10959	406
Principal Clerk Bookkeeper	Min.		12	9398 6	12677	469
Principal Clerk Typist	Min.		12	9398 6	12677	469
Principal Clerk Stenographer	Min.		13	9864 5	13318 7	493
Principal Terminal Operator	Min.		13	9864 5	13318 7	493
Income Maintenance Technician	Min.		13	9864 5	13318 7	493
Investigator	Min.		18	12588 8	16994 5	629
Income Mtn. Specialist	Min.		18	12588 8	16994 5	629
Social Worker	Min.		18	12588 8	16994 5	629
Social Work Specialist	Min.		20	13874 8	18748 1	694
Medical Soc. Serv. Aide	Min.		20	13874 8	18748 1	694
Senior Investigator	Min.		21	14574	19679	729
Supervisor Income Mtn.	Min.		21	14574	19679	729
Supervisor Social Work	Min.		21	14574	19679	729
Supv., Property & Resources	Min.		21	14574	19679	729

[Handwritten signatures and initials are present at the top of the page, including names like 'J. J. ...' and '...']

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, in modification and supplementation of the Agreement dated September 18, 1979, by and between the Passaic County Board of Social Services, therein and hereinafter referred to as the "Employer" and the Employees of Passaic County Welfare Association, therein and hereinafter referred to as the "Association", and being entered into this 30th day of March 1981, has as its purpose, the Modification of Article XIII, entitled SALARIES AND COMPENSATION, of said agreement, in order to establish procedures for implementation of the title of Income Maintenance Worker, by the Employer. It is agreed and understood by the parties that this supplemental agreement is intended to be strictly limited, in its application, to the matter addressed herein and shall, in no way modify or alter the obligations, duties, rights and responsibilities of the parties as set forth in the primary agreement in effect, (except in this matter). It is further agreed and understood that the Income Maintenance Worker title shall be implemented by the Employer, in accordance with the specifications set forth herein, as follows:

1. All employees in the employ of the Employer under the title of Income Maintenance Technician who have at least one (1) year of permanent status as Income Maintenance Technician by

July 1, 1980 shall be provisionally promoted to the position of Income Maintenance Worker effective July 1, 1980.

2. All employees in the employ of the Employer under the title of Income Maintenance Technician who do not meet the criteria specified in paragraph 1. above, shall be provisionally promoted to Income Maintenance Worker effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status under the title of Income Maintenance Technician.

3. The position of Income Maintenance Worker shall be assigned salary range 15 effective July 1, 1980 of the appropriate schedule of Ruling 11 in effect July 1, 1980; salary range to be changed to range 16 effective July 1, 1981 of the appropriate schedule of Ruling 11 in effect July 1, 1981 and the salary range to be changed to range 17 effective July 1, 1982 of the appropriate schedule of Ruling 11 in effect July 1, 1982.

4. The obligations and duties of the Employer hereunder are subject to appropriations by appropriate funding agencies as more specifically provided in the existing current primary agreement and subject to approval of the State Division of Public Welfare.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto placed their hands and affixed their seals and caused the same to be executed and attested to by their proper

respective officers and/or agents on this _____ day of _____

PASSAIC COUNTY BOARD
OF SOCIAL SERVICES

ATTEST:

by: Arthur Booth
ARTHUR BOOTH, ACTING DIRECTOR

Gertrude Silverman
GERTRUDE SILVERMAN
SECRETARY-TREASURER

EMPLOYEES OF PASSAIC COUNTY
WELFARE ASSOCIATION

ATTEST:

by: Kenneth Kovalcik
KENNETH KOVALCIK, CHAIRMAN

Marcia Schiffer
MARCIA SCHIFFER
SECRETARY-TREASURER

Received, reviewed and approved by the
Division of Public Welfare, New Jersey
Department of Human Services

G. Thomas Riti
G. THOMAS RITI, DIRECTOR
NEW JERSEY DIVISION OF PUBLIC WELFARE

DATED: 9th day of April, 1981

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated this 31st day of October, in furtherance and supplementation of the existing Labor Agreement dated September 18, 1979 by and between the Passaic County Board of Social Services, therein and hereinafter referred to as the "Employer", and the Employees of Passaic County Welfare Association, therein and hereinafter referred to as the "Association".

In consideration for the sum of One (\$1.00) Dollar and other good and valuable consideration as well as the mutual covenants of the parties hereto, it is hereby agreed by and between the parties hereto that Article VII, Section 10 thereof is hereby amended and revised as follows:

10 Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned except that unused vacation time to a maximum of nine (9) vacation days may be carried over into the following year and no further such carryover shall be automatic, provided that the employee has accumulated no more than nine unused and earned vacation days, at the end of the calendar year. Any accumulated, unused vacation time in excess of nine days may not be carried over and will be forfeited by the employee unless said excess was caused by the employer. The Director of the Board shall have the discretion to refuse to permit a vacation or to cancel a vacation in the event the employee is not current insofar as the performance

of his/her work is concerned or in the event special projects or the effective administration or implementation of the Board's programs so requires provided that:

a) [balance of clause is unchanged]

IN WITNESS WHEREOF the parties to this Memorandum of Understanding/Agreement have hereunto placed their hands and affixed their seals and caused the same to be executed and attested to by their proper respective officers and/or agents on this 31st day of October, 1983

ATTEST:

Gertrude Silverman
Gertrude Silverman, Sec.-Treas.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

By: Edmond A. De Santis
Edmond A. De Santis
Director

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

Evert Knowles
Evert Knowles, Sec.-Treas.

By: Kenneth Kovalcik
KENNETH KOVALCIK, Chairman

Received, reviewed and approved by the Division of Public Welfare, New Jersey Department of Human Services

Audrey Harris
Audrey Harris, Acting Director
New Jersey Division of Public Welfare

Dated: _____ day of October, 1983

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT in modification and supplementa-
tion of the PRIMARY AGREEMENT dated September 18, 1979 as well as
all amendments thereto by and between the Passaic County Board of
Social Services, therein and hereinafter referred to as the
"Employer" and the Employees of Passaic County Welfare Association,
therein and hereinafter referred to as the "Association", and
being entered into this August 31, 1982, has as its pur-
pose the modification of Article XI entitled Health and Welfare,
Article XIII entitled Salaries and Compensation, and Article XXIV
entitled Term and Renewal, of said Agreement and revisions thereto
and the implementation of the Passaic County Self-Funded Reinsured
Employee Health Benefit Program by the Employer; and it being
agreed and understood by the parties hereto that this SUPPLEMENTAL
AGREEMENT is intended to be strictly limited in its application to
matters specifically addressed and expressed herein and shall in
no way modify or alter the obligations, duties, rights and respon-
sibilities of the parties as set forth in said PRIMARY AGREEMENT
and amendments thereto in effect.

NOW THEREFORE in consideration of the mutual promises and
premises expressed and exchanged as between the parties herein,
it is hereby agreed and understood by and between the parties as
follows:

- A. Article XI of the Primary Agreement shall be modified to
permit the implementation of the Passaic County Self-
Funded Reinsured Employee Health Benefit Program effec-
tive July 1, 1982 in accordance with the provisions

herein and the participation of the Employer in said self-insured plan, said County Self-Insured Program to be in place of the participation of the Employer in the existing County/State Health Benefits Plan (i.e. Blue Cross (series 14/20), Blue Shield, Rider J, Prudential Major Medical).

1. The Association enters into this SUPPLEMENTAL AGREEMENT in reliance upon the representations made by the Employer that the Passaic County Self-Funded Reinsured Employee Health Benefit Program will afford eligible employees benefits (services) identical to or better than the benefits (services) currently available under the existing County/State Health Benefits Program which includes Blue Cross (series 14/20), Blue Shield, Rider J, Prudential Major Medical.
2. The Employer guarantees that eligible employees shall be afforded benefits (services) which are identical to or better than the benefits (services) available to said employees under the existing County/State Health Benefits Program and agrees to take such action or make such expenditures as may be necessary to ensure that said benefits (services) shall in fact be at said level.
3. The Employer agrees to obtain and make available to the Association a copy of the contract between the County of Passaic and the Rasmussen Agency, Inc. establishing the Passaic County Self-Funded Reinsured Employee Health Benefit Program if and when available.

4. The Employer agrees that eligible employees shall continue to be afforded existing or comparable coverage under the Group Health Insurance Dental Plan for employees only and the Blue Cross Prescription Drug Program for employees and eligible dependents with a deductible provision of One (\$1.00) Dollar per prescription for each renewal thereof for the term of this Agreement.
5. The Employer agrees that it shall provide Disability Insurance to eligible employees under the State Disability Insurance Program effective January 1, 1983 in accordance with the Employer's Resolution implementing said Disability Insurance Program adopted May 18, 1982 and as permitted and defined in N.J.S.A. 43:21-46 commonly referred to as The Temporary Disability Benefits Law, as amended.
6. In accordance with the intent of the parties to implement an Optical Plan for the benefit of the employees, the Employer agrees that it will complete an inquiry as to the cost and benefits of various plans offered by insurance companies in the field, and that it will consider the various plans available and implement one of said plans prior to January 1, 1983 provided prior approval is obtained from the County of Passaic and the State of New Jersey, Division of Public Welfare, and provided further adequate funds are made available by appropriate funding authority.

[Handwritten initials and signatures in the left margin, including "P.N.", "S.B.N.", and "S.S."]

as indicated in paragraph 5 of this article.

appendices reflected in Ruling II in effect. *[initials]*
This differential shall terminate on June 30, 1983.

20. Effective July 1, 1983 employees shall be granted a salary differential of 5% based exclusively on the minimum step of the applicable salary ranges as set forth in the appropriate appendices reflected in Ruling II in effect as indicated in paragraph 18 above. Such differential shall be payable to those employees employed by the Agency as of June 30, 1983. This differential shall terminate on December 31, 1983.

C. The term of the PRIMARY AGREEMENT (dated September 18, 1979) as well as all SUPPLEMENTAL AGREEMENTS and MEMORANDUMS OF UNDERSTANDING as between the parties hereto shall be and hereby is extended for a period of twelve (12) months so as to change the expiration date to December 31, 1983, it being the intention of the parties hereto that the provisions of said PRIMARY AGREEMENT as well as all SUPPLEMENTAL AGREEMENTS and MEMORANDUMS OF UNDERSTANDING as between the parties shall continue in full force and effect except as expressly modified herein until December 31, 1983.

Specifically, paragraph number one (1) of Article XXIV of the existing PRIMARY AGREEMENT shall be modified as follows; This Agreement shall be in full force and effect as of January 1, 1980 and remain in effect up to and including December 31, 1983 except as provided otherwise herein.

Paragraph two (2) of Article XXIV of the existing PRIMARY AGREEMENT shall be modified as follows;

Negotiations on a successor contract shall commence on or about October 1, 1983, upon written notice by one party to the other at least ninety (90) days prior to the expiration

date of this Agreement.

D. The obligations and duties of the Employer hereunder are subject to appropriations by appropriate funding agencies as more specifically provided in the existing PRIMARY AGREEMENT dated September 18, 1979 and further subject to the approval of the New Jersey Division of Public Welfare.

IN WITNESS WHEREOF the parties to this SUPPLEMENTAL AGREEMENT have hereunto place their hands and affixed their seals and caused the same to be executed and attested to by their proper respective officers and or agents on this 1982.

PASSAIC COUNTY BOARD OF
SOCIAL SERVICES

ATTEST :

Gertrude Silverman
Gertrude Silverman, Sec.-Treas.

By :

Edmond A. De Santis
Edmond A. De Santis, Director

EMPLOYEES OF PASSAIC COUNTY
WELFARE ASSOCIATION

ATTEST :

Gerald H. Hayes
Gerald Hayes, Sec. Treas.

By :

John Kirk
John Kirk, Chairman

Received, reviewed and approved
by the Division of Public Welfare,
New Jersey Department of Human Services:

G. Thomas Riti
G. Thomas Riti, Director
New Jersey Division of Public Welfare

Dated :

9/21/82