

Contract no. 210

16-00

AGREEMENT

BETWEEN

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

and

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

January 1, 1990 - December 31, 1992

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PREAMBLE

This Agreement entered into this 31st day of January 1990, 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 the "Union", has as its purpose the effectuation and continuation of harmonious relations as between the Employer and the Union, 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 Agreements represents the complete and final understanding insofar as all issues covered by this Agreement between the Employer and the Union are concerned.

ARTICLE I

RECOGNITION

In accordance with the Resolution passed by the Employer on the 15th day of July, 1970, the Employer recognizes the Union as the exclusive collective negotiations agent for all employees except the Director, Deputy Director, Personnel Officer, CSP Coordinator, DCU Coordinator, Chief of Administrative Services, Administrative Supervisors, Assistant Administrative Supervisors, Training Supervisor, Assistant Training Supervisors, Fiscal Officer, Assistant Fiscal Officer, Accountants in the Fiscal Department, Supervising Account Clerk, Chief Clerk, Chief Clerks of Accounts and Controls, Supervising Clerks, Chief Investigator, Assistant Chief Investigator, Public Information Officer, Supervisor of Property and Resources, Assistant Supervisor of Property and Resources, Management Specialist, Administrative Analyst, Per-

sonnel Assistant, Supervising Personnel Clerk, Legal Assistant, Confidential Employees assigned to the Director, Deputy Director, or Personnel Officer, the Senior Clerk Typist and Principal Clerk Typist assigned to the Training Department, Auditors, Counsels, Senior Training Technician, Senior Personnel Assistant, Administrative Secretary, Field Office Supervisor, Systems Analyst, Para-Legal Specialist, one (1) Secretary to the Public Information 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 and except as specified hereinbefore the Employer and the Association recognize the right of supervisory employees to be fully represented by the Union in all matters of collective bargaining. Notwithstanding the above, new employees shall not be represented by the Union until the 92nd calendar day of employment. During the probationary period, the Union shall be notified of any disciplinary action contemplated against the new employee as defined in Article V(B) Disciplinary Procedure. Such notification will not imply representation for employees failing to successfully complete their three (3) month probationary period. Anyone re-employed shall be considered a new hire except those re-employed after a period of layoff.

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 that are, and only to the extent that they are, specifically modified by

this Agreement and 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 or the New Jersey Department of Personnel.

ARTICLE III

DUES CHECK OFF

Section 1

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Union 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 Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the 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 Union a current list of employees from whom dues payments are being deducted upon request. In those cases where an employee decides to resign his or her Union membership, it shall be the obligation of the first party to become aware of such resignation to notify the other party in writing.

Section 2

The Employer agrees to deduct in accordance with P. L. 1979, Chapter 477, as it relates to the Agency Shop provisions, a repre-

sentation fee not to exceed 85% from non-union employees as directed by the Union. The Union agrees to implement a demand and return system as set forth by statute.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with section 3 of P. L. 1979, Chapter 477, a return of any part of that fee paid by him/her which represents employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused by activity of a partisan political or ideological nature, or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

Indemnification and save harmless provision: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability including but not limited to counsel fees charged by an attorney of the Employer's own choice, legal expenses and costs, and awards and damages which may arise out of or by reason of any action taken by the Employer which is required for the implementation of the Agency Shop provision provided that:

1. The Employer notifies the Union in writing, within fifteen (15) days of receiving written notice of any

claims, demands, suits or other forms of liability.

2. A claim, demand, suit or other form of liability is not the result of any type of willful misconduct by the Employer's willful imperfect execution of the obligations imposed upon it by this Article.

The Employer will cooperate with the Union in gathering permissible and applicable evidence, from its records, providing witnesses from the Administrative Staff, and in other aspects of defending an action arising out of this Article.

If the Union so requests, in writing, the Employer may surrender full responsibility for the defense of such claim, demand, suit or other form of liability to the Union and will continue to cooperate with the Union in defending an action arising out of this Article. If the Union does not defend the action, it is understood the Union shall underwrite any and all costs incurred by the Employer in connection with the defense and will provide evidence from its records, provide witnesses, and cooperate in all other aspects of the defense.

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 through 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 Employer's schedule.

3. A. Overtime: Overtime means the officially required performance by an employee of extra services entirely outside of the regularly prescribed hours of duty, which services are independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require same, and only when specifically authorized by the Employer's Director or his designee. Any employee who is directed and authorized by the Director or in his absence the Deputy Director to work in excess of forty (40) hours in any week will be paid time and one-half (1 1/2) for those hours worked in excess of forty (40) hours and those employees who are required to work on a designated holiday shall receive, in addition to a contractual payment for that day, compensation at the rate of time and one-half (1 1/2).

B. Any employee who is directed and authorized by the Director or, in his absence, the Deputy Director, to work between thirty-five (35) and forty (40) hours in any week will be paid on the basis of straight time for those hours worked.

C. The Employer agrees to place a ceiling on hours in excess of thirty-five (35) hours per week for which an employee can be paid at the straight time rate. This ceiling will be twenty-six (26) hours per employee per calendar year. Any employee working in excess of the standard seven (7) hour day or thirty-five (35) hour week whose total overtime hours exceeds twenty-six (26) will be paid on the basis of time and one-half.

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.

5. During the term of this Agreement the Employer shall have the right to utilize employees in the title of Investigator or Senior Investigator to accomplish the work of the Agency which cannot be accomplished during the regular hours of work without incurring the obligation to pay them at the above specified rate of overtime pay, provided that:

A. The concept of the seven (7) hour day and thirty-five (35) hour work week, Monday through Friday, shall be maintained with work beyond these parameters compensated as provided in point 3 of this Article.

B. Work outside of the normal hours of work shall be offered to all said employees on a voluntary basis prior to the distribution of assignments.

C. It is the obligation of the Employer to see that a schedule of employees subject to assignment for work outside of the normal working hours will be posted on a quarterly basis. Said schedule shall be posted not less than thirty (30) days in advance and shall consist of no more than six (6) employees scheduled on a weekly basis, except in an emergency situation.

D. The safety of each said worker shall be safeguarded to the maximum extent in formulating and conducting work assignments. This shall include utilizing said employees in groups of two and the maintenance of a monitored radio communication system, as necessary in the judgment of the Employer to ensure employees' safety.

E. Paragraph 3C above notwithstanding, in any case where an Investigator or Senior Investigator volunteers for work outside of normal hours as above specified, those hours worked shall not be credited toward the above specified twenty-six (26) hour ceil-

ing.

F. (1) Notwithstanding anything herein to the contrary, a system of staggered hours shall commence on January 1, 1990, as a pilot project, to be reviewed after six (6) months. This review will be done by a committee comprised of Union and Management representatives to determine whether the staggered and flex time procedures require any modifications. In the event that committee is unable to reach agreement, the original late policy will revert to the policy in effect on December 31, 1989 and will be retroactive to January 1, 1990.

(2) Employees will be permitted to work staggered hours, with the starting times of 7:30, 8:00, 8:30 and 9:00. The starting time of 7:30 will be limited to a minimal number of employees. Those assigned will remain therein for a three (3) month period.

(3) The assignment or reassignment of staggered hours is subject to management approval based on a principle of reasonable unit coverage and in cases of dispute, Agency seniority will rule.

(4) The main work force will be on duty during the core hours, which are 8:30 a.m. to 4:30 p.m., however an exception to this system will be the Investigation Department. They will have staggered hours from 6:00 a.m. to 9:00 a.m., to be assigned at the discretion of the Chief Investigator.

(5) Employees will not be permitted to punch out five (5) minutes before the end of the day.

(6) During the period of staggered work hours, straight time will be paid for work performed within the normal definition of the work week, seven (7) hour day.

(7) The system of staggered hours will not apply to maintenance and security personnel.

(8) Once an employee appears on the Agency's late list, that employee will lose the privilege of working staggered hours and will return to the core hours of 8:30 to 4:30 for the balance of that particular calendar year.

(9) All employees will be permitted to flex fifteen (15) minutes of their start time, to be made up at the end of the day except that maintenance employees who presently begin work at 3:00 p.m. will change their start time to 2:45 p.m. to allow for the fifteen (15) minutes flex time in order that the building may be secured at 12:00 midnight.

(10) One (1) Administrative Leave day will be permitted to be broken up at the discretion of the employee into seven (7) one (1) hour segments, of which a maximum of four (4) can be used to offset lateness.

(11) In addition to being docked for minutes late, there will be a five (5) step progressive disciplinary procedure for those employees appearing on the late list as follows:

1. Loss of privileges for staggered time & warning
2. One (1) day suspension
3. Two (2) day suspension
4. Four (4) day suspension
5. Termination

(12) Employees will have the right to appear before the Board when they reach step five (5) of the disciplinary procedure for lateness.

(13) Employees will be given the option of receiving compensation for overtime in the form of payment or as compensatory time, at the rate as provided for in Article IV. However,

compensatory time must be used within a three (3) month period.

ARTICLE V (A)

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 employment relationship. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein shall be construed as preventing an employee from independently, informally and/or orally presenting and discussing a complaint and/or problem with his/her immediate superior and obtaining a resolution thereby. Nothing herein shall be construed as preventing an employee from independently and confidentially having a complaint or problem considered by the Employer or its designee and obtaining a resolution thereby. Such settlements or accommodations shall not affect the rights and/or obligations of any parties other than those who have agreed to the settlement and shall not add to, subtract from or modify any terms of this Agreement. Such informal efforts shall serve to suspend the running of time limits specified in Section D(1) herein.

3. Any employee shall have the right to present his/her grievance through all steps described herein with assured freedom from restraint, interference, coercion, discrimination or reprisal.

4. No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

5. It is agreed that the parties, including the Union Grievance Officer, may by mutual agreement stipulate that a particular settlement shall not affect the rights or obligations of any parties other than those parties who have agreed to said settlement.

B. Definitions

A "Grievance", as defined by the parties hereto and contemplated herein, is a claim or allegation that there has been:

1. A breach, misinterpretation or improper application of the term of this Agreement, which shall be known as a "contractual grievance".

2. a violation, misinterpretation or inequitable, unjust or improper application of rules, regulations, existing policy or orders issued by the Employer, which shall be known as a "non-contractual grievance".

C. Presentation of a Grievance

1. The presentation of all grievances, contractual or non-contractual, shall be made by the Union exclusively through its representatives.

2. The Employer agrees that there shall be no loss of pay for reasonable time spent by the grievant and the Union Grievance Officer and/or his/her designee in the presentation and processing of a grievance.

3. The Union Grievance Officer or one (1) duly designated member of the Union Executive Board shall be allowed reasonable time off with pay during working hours to investigate each grievance.

4. The time limits specified herein may be amended only by mutual agreement in writing. In the event no decision is forthcoming within the prescribed time limits, the grievant may, upon

notice, proceed to the next step of the procedure.

5. If in the judgment of the Union Grievance Officer a grievance affects a group of employees, such grievance may be processed on behalf of said group by the Union through all the steps of this procedure.

6. If in the judgment of the Union Grievance Officer the nature of a grievance is such that it cannot be resolved at Step One, such grievance may be filed at Step Two, subject to the approval of the Employer and provided that the individual employee's rights are not superseded by the Union.

7. The Employer agrees that reasonable advance notice of any hearings or meetings concerning a grievance shall be provided to the grievant and the Union Grievance Officer.

8. The Employer's Director or his designee shall be permitted to review the written decision resolving each grievance at Step One. Such review shall be for a period of ten (10) working days from the date the Director or his designee is served a copy of the written decision. In the event the Director disapproves the written decision, he shall present his reasons in writing to the Union Grievance Officer and schedule a formal hearing within five (5) working days. Should the Director or his designee not disapprove of a written decision within the prescribed time limit, the matter shall be resolved in accordance with written decision.

D. Steps of the Grievance Procedure

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

1. STEP ONE - the grievant shall institute action under the provisions hereof, in writing, signed and delivered to his/her

immediate administrator as designated by the appropriate chain of command as promulgated by the Employer, within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she could reasonably be expected to know of its occurrence. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance. The immediate administrator shall render a decision and serve same upon the grievant in writing and signed within ten (10) working days after receipt of the grievance.

2. STEP TWO - in the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Employer's Director within five (5) working days following the final determination at Step One. The grievant shall be represented by the Union Grievance Officer or other duly designated member of the Union Executive Board at any hearing held on the grievance. The Employer's Director, or his designee, shall render a decision, in writing and signed, within ten (10) working days after receipt of the complaint. In the event a designee is to act on behalf of the Director, the grievant will be so notified prior to any hearing or meeting. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

3. STEP THREE - should the grievant disagree with the decision of the Employer's Director or his designee, said grievant may, within five (5) working days, submit to the Employer a signed written statement specifying the issues in dispute. If such statement is submitted at least ten (10) working days prior to a regular monthly meeting of the Employer's Board of Commissioners or three (3) working days prior to a regularly scheduled meeting

of the Employer's Personnel Committee, said Committee shall, at that meeting, review the decision of the Director together with the statement of issues in dispute submitted by the grievant. If the statement is not submitted within the prescribed time prior to the specified meetings, the matter shall be scheduled for review at the next regularly scheduled meeting of the Personnel Committee of the Employer in the following month. The Union may elect to appear before the Board of Commissioners or the Personnel Committee, as appropriate, except that the Board of Commissioners reserves the right to delegate fact finding and hearing responsibilities in a specific matter to the Personnel Committee. In the event such delegation is made the Union shall be privy to the fact finding report and be permitted to file a written report with, and make an oral presentation to the Board regarding the grievance prior to a final determination. The Employer shall render a decision in writing within ten (10) working days after the meeting at which the matter is reviewed. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

ARTICLE V (B)

DISCIPLINARY PROCEDURE

Discipline of an employee shall be imposed only for just cause. The parties agree that disciplinary measures will be taken with due regard for the rights of the individual employee. Disciplinary matter is defined as a charge that an employee has violated statute, rule, regulation, policy, procedure, directive or other obligations affecting the employment relationship which may result in action against the employee equivalent to a reprimand or greater sanction including, but not limited to, suspension

or termination.

1. The Employer agrees to inform the Union Grievance Officer of all charges being brought against any member of the bargaining unit.

2. The Employer agrees to invite the Grievance Officer and a designated member of the Union 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 Union representation.

3. The Employer, as a matter of course, shall apprise the Grievance Officer of any such charges and their disposition, in writing.

4. The Employer agrees to notify the Grievance Officer in writing at least two (2) days prior to any meetings or hearings on disciplinary matters where Union representation has not been waived, except in an emergency situation in which case as much advance notice as is possible under the circumstances will be provided. Such notification is to include a brief description of the purpose of the meeting or hearing. This requirement may be waived only by mutual consent.

5. (A) The first step of the hearing procedure for disciplinary actions shall take place at the administrator level, at which hearing, the administrator shall take testimony and accept any evidence deemed relevant by said hearing officer, make written findings of fact, and render a written decision.

(B) The employee shall have the right to appeal the administrator's decision to the Personnel Officer who shall hear the appeal based only upon the transcript of the prior hearing. No testimony of witnesses or additional evidence shall be presented

at this level of appeal. Oral argument by the employee or representative thereof may be presented to the Personnel Officer who shall render a written opinion.

(C) The employee shall have the right to appeal the decision of the Personnel Officer to the Director who shall hear the appeal and render a decision not only on the transcript but he shall have the discretion to request additional testimony and/or evidence if, in his sole judgement, such is required by him in order to render a decision.

(D) The employee shall have the right to appeal the decision of the Director to the full Board of Commissioners or the designated hearing officer of the Board and said appeal shall be heard de novo.

(E) The employee shall have the right to have Union representation at the initial hearing and at every step of the appeal process but private legal counsel only at the Board level of appeal.

(F) Notwithstanding anything herein to the contrary, the Union shall have the right to retain legal counsel at any appeal level in any disciplinary action in which the Union in its sole discretion determines it has or may have an interest.

(G) Each appeal of the employee shall be by written notification of this appeal to the next level hearing officer and filed with said person within five (5) working days after receipt of the prior decision and transcript. Each hearing officer shall conduct a hearing and render a decision within ten (10) days after an appeal is filed and furnish to all parties the complete decision including the findings of fact and transcript within three (3) days thereafter, unless the time is extended by mutual con-

sent. Failure to act within the prescribed time period of the employee shall constitute an abandonment of the appeal.

(H) Notwithstanding anything herein to the contrary and pursuant to Civil Service regulations, in instances of minor disciplinary action the employee shall not be limited to a trial de novo at the Board level but shall be limited and restricted to an appearance before the Board and oral presentation by said employee to the Board either in mitigation of the offense or its penalty.

ARTICLE VI

HOLIDAYS

1. The legal paid holidays are as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	The Friday after Thanksgiving
Independence Day	Christmas Day

2. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday, and whenever such holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

3. Employees not in pay status on the day preceding or the day following a holiday shall not be eligible for holiday pay for that holiday unless such absence results from suspension or in the judgment of the Employer is excusable as a result of verified catastrophic event or illness.

4. Whenever the work schedule is such that an employee is required to work on a holiday, the employees will be reimbursed in accordance with the specified overtime rate of pay.

5. 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.

6. Notwithstanding anything herein to the contrary, the parties agree that for the year 1990 only, the Monday preceeding Christmas, namely December 24, 1990, shall be a holiday, but that Friday, December 21, 1990, shall be a normal working day, all day.

ARTICLE VII

VACATIONS

All employees shall be granted vacation leave as 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 ten (10) years of service, fifteen (15) working days per year.

4. After ten (10) 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. 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 (1) week.

7. Seasonal employees may be granted vacation leave of one (1) day per each month, or major fraction thereof of full time service.

8. Accumulation of vacation - where in any calendar year the vacation leave, or any part thereof, is not granted by reason of the pressure of work, such vacation leaves of absence, or parts thereof not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

9. 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 ten (10) 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 ten (10) unused and earned vacation days, at the end of the calendar year. Any accumulated, unused vacation time in excess of ten (10) days may not be carried over and will be forfeited by the employee unless said excess was caused by the Employer. The Director 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 Employer'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) week's 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 Union.

10. Cancellations of vacations may be subject to the employee's grievance procedure.

11. Vacations may not be extended through use of sick leave and the Director may require medical certification as provided in the Department of Personnel rules and regulations.

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 right of the Employer to receive reimbursement if the employee's employment is terminated prior to the end of the year).

13. Vacation requests shall be submitted in writing and in accordance with the vacation policy agreed upon by the parties, which is incorporated herein by reference.

14. Vacation leave shall not be interchangeable with sick leave except under extraordinary circumstances wherein an employee is on official medical leave of ten (10) days or greater.

ARTICLE VIII

LEAVE OF ABSENCE WITHOUT PAY

1. 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 Department of Personnel. Such leaves of absence may be renewed by the

Employer for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of the Department of Personnel for reasons as established by Department of Personnel regulations.

2. In all cases, a letter of request from the employee, setting forth the reasons why such 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 Board of Commissioners.

3. Employees granted leaves of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate as earned and in accordance with the rules and regulations in force as promulgated by the Department of Personnel. Such leave may not be consecutively renewed or extended.

4. Provisional 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 subject to approval by the Department of Personnel. Such leave may not be consecutively renewed or extended.

5. Upon request, employees requesting leaves of absence shall receive written notification of the decision of the Employer within five (5) days following the monthly meeting of the Employer's Board of Commissioners, 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.

6. When an employee returns from approved leave of absence he/she will normally be returned to his/her 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 Department of Personnel approval, returning from approved leave of absence will be returned to the position as soon as a slot becomes available. It is understood, however, that a Department of Personnel certified list of eligible candidates for any slot will take precedence over the foregoing statements regarding provisional employees.

7. The Employer will maintain full health benefits coverage for employees on approved leave of absence, for three (3) months beyond the normal expiration date of such coverage.

8. Any unauthorized absence shall be subject to the following sanctions:

- 1st offense - Warning
- 2nd offense - Two (2) day suspension
- 3rd offense - Three (3) day suspension
- 4th offense - Five (5) day suspension
- 5th offense - Automatic termination

Each day of unauthorized absence shall be considered a separate offense.

ARTICLE IX

SICK LEAVE

1. Employees will accumulate sick leave privileges 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, which means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate

family seriously ill, death in the family or other relatives living in the employee's household, on the basis of and in accordance with established Employer policy, subject to the rules and regulations of the Department of Personnel.

2. (A) 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.

(B) The parties agree that the following is a pilot program for the year 1990 and treated as a reopener during the year 1991 as hereinafter set forth.

(1) Any employee who has not used more than five (5) sick days in any calendar year of the contract shall have the option of cashing out a maximum of five (5) days sick leave payable prior to March 1.

(2) In the event the employee does exercise his/her option as aforesaid, he/she shall do so upon written notice to the Personnel Department no later than January 15, 1991.

(3) In the event the employer determines that this pilot program shall not be continued beyond the first year, notice of such determination shall be provided to the Union by March 1 of 1991 in which the event sick leave policy shall revert to that specified in the Contract in effect for the period January 1, 1987 through December 31, 1989. In the event such notice is not provided, this pilot program shall continue in full force and effect

for the life of the contract.

3. Sick leave for absences of long duration must be requested by the employee in writing to his/her 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 short or longer term, the employee is required to notify his/her superior of the reasons for absence on the first day of absence from the office, within two (2) hours of his/her designated start time. If the duration of the absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences as aforesaid on the part of any employee, may subject the employee to the exercise of the unauthorized absence policy. A physician's certificate must be submitted after an employee is on sick leave for five (5) consecutive work days or more. In cases where an employee has used more than twelve (12) days sick leave in a calendar year or there is reason to suspect abuse of sick leave, it shall be required that the employee provide to the employer a fully completed medical certification, as previously specified herein, within five (5) days after the employee has returned to work. Failure to return the form as aforesaid may subject the employee to the unauthorized absence policy for each day of absence beyond twelve (12) days.

5. All sick leaves are subject to the Director's approval and, where appropriate, to approval by the Department of Personnel.

6. Any employee who leaves work prior to the end of the work day, with authorization, shall be charged time in one half (1/2)

hour intervals defined as thirty (30) minutes, or any fraction thereof. Such time shall be recorded and accrued during the term of this agreement or any extension thereof, and shall be charged against credited sick leave, whenever the accrual of such time reaches three and one half (3 1/2) hours. Employees who have no credited sick time shall be charged, at the time of the next pay period, whenever such charged time reaches three and one half (3 1/2) hours.

Furthermore, time accumulated by employees leaving early would be docked when it reaches a half day and the balance would be carried forward from year to year.

ARTICLE X

PREGNANCY DISABILITY LEAVE

Permanent employees may request, in writing through their superior and submitted no later than the fifth month of pregnancy except under extenuating circumstances, maternity leave for pregnancy. All maternity leaves are subject to approval by the Employer's Director and will be granted in accordance with applicable New Jersey Department of Personnel statutes and regulations.

ARTICLE XI

HEALTH AND WELFARE

1. The employer shall provide health insurance benefits to all employees and their families under the existing New Jersey Blue Cross/Blue Shield PACE Program. The existing Rider J and Major Medical shall continue.

2. The Employer shall continue to provide a Prescription Drug Plan with a deductible provision of three dollars (\$3.00) per prescription for each renewal thereof to all employees and their

families under the Blue Cross Prescription Drug Program.

3. The Employer shall continue to provide dental insurance for the employee only to all employees under the existing New Jersey Dental Health Delta Plan.

4. The Employer shall continue to provide reimbursement for optical expenses for the employee only to all employees under the Employer's Self-Funded Optical Plan, which allows \$40 for single focal eye glasses or contact lens, \$45 for bi-focal and tri-focal glasses, and \$40 for an eye examination every two (2) years. Reimbursement shall not exceed the actual cost of the lens or exam cost.

5. The Employer shall continue to provide Disability Insurance to eligible employees under the State Disability Insurance Program in accordance with the Employer's Resolution of May 18, 1982 implementing said program and as permitted and defined in NJSA 43:21-46 commonly referred to as the Temporary Disability Benefits Law, as amended.

6. The Employer reserves the right to select the provider of the benefits selected above so long as such provider offers employees benefits (services) identical to or better than those offered under plans currently in effect. The Employer will give the Union maximum possible notice of any intended change of these existing health carriers. In the event of a change in carrier, the Union and the Employer will exchange the names of up to five (5) health care underwriters. The parties will then attempt to mutually select an underwriter to certify that there is no diminution of the existing benefit level or to certify the differences. If the parties are unable to agree on the issue of selecting an underwriter, the Board will have the right to select any underwri-

ter appearing on both lists, and it will be considered a mutual selection. A mutual selection shall mean that the Union and the Employer will mutually and equally share the cost of the underwriter's services, and the Union will accept the determination of the underwriter. If, however, the Board does not choose one of the underwriters submitted by the Union, the Union will not be bound by the underwriter's determination nor will the Union share the cost.

Both parties agree to only submit the names of underwriter's who have offices in Passaic County.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

1. The Employer agrees to provide retirement benefits and life insurance coverage in accordance with the Passaic County Retirement Benefits and/or Public Employees Retirement System (PERS), and the life insurance coverage programs provided by the County of Passaic.

2. In accordance with the provisions of the Passaic County Board of Chosen Freeholders Resolution of June 4, 1975, all employees who retire under one of the above Retirement Systems 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). In the event an increase in this amount is allowed by

the County of Passaic, the contractual employees shall also receive a parity increase as given to County employees. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a separation (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 separation prior to the effective date of retirement.

ARTICLE XIII

SALARIES AND COMPENSATION

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

Ranges and Compensation Schedules

1. Each position title shall have a salary range as specified and set forth in Appendix A-90-92.

2. Employees in all position titles shall be paid in the appropriate salary range in accordance with the Compensation Salary Schedules in Appendix B-90A, B-90B, B-91A, B-91B, B-92A, B-92B, for the calendar periods 1/1/90-6/30/90, 7/1/90-12/31/90, 1/1/91-6/30/91, 7/1/91-12/31/91, 1/1/92-6/30/92, 7/1/92-12/31/92 respectively.

3. Wage Increase - 1990

(a) Effective 1/1/90, Appendix B-90A shall be constructed to reflect a three (3%) percent across-the-board increase. This shall be done by making each step on B-90A three (3%) percent greater than the corresponding step on Appendix B-89 as identified in the agreement in effect 1/1/87. Salaries shall be adjusted

step to step on the new schedule.

(b) Effective 1/1/90, all ranges ten (10) and below shall have each step increased by three hundred and fifty dollars (\$350.00) in addition to the aforementioned three (3%) percent increase.

(c) Effective 7/1/90, Appendix B-90B shall be constructed to reflect a four (4%) percent across-the-board increase. This shall be done by making every point on B-90B four (4%) percent greater than the corresponding step on B-90A. Employees shall have their salaries adjusted step-to-step so as to receive the four (4%) percent increase.

4. Wage Increase - 1991

(a) Effective 1/1/91, Appendix B-91A shall be constructed to reflect a three (3%) percent across-the-board increase. This shall be done by making every point on B-91A three (3%) percent greater than the corresponding step on B-90B. Employees shall have their salaries adjusted step-to-step so as to receive the three (3%) percent increase.

(b) Effective 7/1/91, Appendix B-91B shall be constructed to reflect a four (4%) percent across-the-board increase. This shall be done by making every point on B-91B four (4%) percent greater than the corresponding step on B-91A. Employees shall have their salaries adjusted step-to-step so as to receive the four (4%) percent increase.

5. Wage Increase - 1992

(a) Effective 1/1/92, Appendix B-92A shall be constructed to reflect a three (3%) percent across-the-board increase. This shall be done by making every point on B-92A three (3%) percent greater than the corresponding step on B-91B. Employees shall

have their salaries adjusted step-to-step so as to receive the three (3%) percent increase.

(b) Effective 7/1/92, Appendix B-92B shall be constructed to reflect a three (3%) across-the-board increase. This shall be done by making every point on B-92B three (3%) percent greater than the corresponding step on B-92A. Employees shall have their salaries adjusted step-to-step so as to receive the three (3%) percent increase.

6. Range Adjustment

Effective 1/1/90, the position of Principal Account Clerk shall have a range adjustment from range number 13 to range number 14, as identified in Appendix A-90-92.

Annual Merit Increments

7. Employees whose performance has been at least satisfactory as determined by the agency performance evaluation review and who have not reached the maximum of their range shall be entitled to an annual merit increment on their assigned quarterly anniversary date. Employees on leave of absence without pay shall have their anniversary dates adjusted by one quarter for every sixty-five (65) working days the employee is on leave of absence without pay.

8. For the purpose of implementing the provisions of Paragraph 6, the anniversary date shall be defined as follows for all employees hired during the term of this Agreement:

January, February, March - anniversary date of
April 1 of the following year

April, May, June - anniversary date of
July 1 of the following year

July, August, September - anniversary date of
October 1 of the following year

October, November, December - anniversary date of
January 1 of the following year

All other employees shall retain their quarterly anniversary date of record. In cases of promotion or reclassification the anniversary date of the employee shall be determined in accordance with the following procedure:

Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one (1) increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned. The new anniversary date shall be assigned on the basis of the effective date of the salary increase.

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one (1) increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.

8. Performance Award

A performance award of seven hundred fifty dollars (\$750.00) shall be payable to all employees on range ten (10) and below on or before 3/1/92, providing that all of the following criteria are met:

1. The employee is on range ten (10) or below on 12/31/91.
2. The employee has been employed by the Agency continuously since 1/1/90.
3. The employee has achieved an overall "above average" or

better ranking on his/her annual evaluation for 1990 and 1991.

4. The employee has not used more than ten (10) sick days in 1990 and has not used more than ten (10) sick days in 1991. An authorized medical leave of absence of ten (10) consecutive days or more shall count as one (1) sick day for purposes of performance award criteria.

9. Income Maintenance Worker

Employees in the title of Income Maintenance Technician shall be promoted to the title of Income Maintenance Worker, payable at Range 17 on the applicable schedule, upon certification to said position by the Department of Civil Service and action by the employer at a regular monthly meeting of the Board. The employer shall request said certification within a reasonable period of time after promulgation of a list for the position.

ARTICLE XIV

ADMINISTRATIVE LEAVE

1. All employees of the Employer with one (1) year of service shall be entitled to three (3) days of 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(s) by the employee's immediate supervisor and/or the Director.

b. Leave must be used within the calendar year and shall not accumulate from year to year.

c. Administrative leave days may be taken as three (3) whole days or six (6) half days or any combination thereof.

d. Leave may be taken in accordance with the Lateness Policy

agreed to by the parties and made a part hereof by reference.

e. Leave shall be granted on short notice in the event of an emergency; the determination as to whether or not a specific situation is in fact an emergency shall be made by and within the sole discretion of the Director or his designee.

2. Employees of the Employer shall be entitled to administrative leave in accordance with Department of Personnel Rule 4:2-17.6.

3. All employees with five (5) years of service shall be entitled to four (4) days of Administrative Leave per calendar year.

ARTICLE XV

BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave per calendar year for bereavement purposes to include wife, husband, mother, father, parents-in-law, child, foster-child, step-child, sister, brother and grandparents. Further, all employees shall receive 1.5 days per calendar year for bereavement purposes to include sister-in-law, brother-in-law, grandparents-in-law, daughter-in-law and son-in-law. If in any given year more than one (1) of any of the following relatives passes away, an additional two (2) bereavement days shall be granted: mother, father, current spouse, children.

ARTICLE XVI

SENIORITY

Seniority, which is defined as continuous, unbroken permanent employment in grade with the Employer, will be given due consideration by the Employer with respect to promotions, demotions,

layoffs and recalls. Nothing herein shall contravene Department of Personnel Statutes or rules and regulations.

ARTICLE XVII

LONGEVITY

The Employer agrees to provide longevity payments of 2% of the employee's salary at the completion of seven (7) years of service; 4% at the completion of ten (10) years of service; 6% at the completion of fifteen (15) years of service; 8% at the completion of twenty (20) years of service; and 10% at the completion of twenty-five (25) years of service in accordance with the Passaic County Longevity Plan in effect for County employees. Every full-time employee, provisional or permanent, classified or unclassified, of the Employer shall be paid longevity payments on a pro-rated basis with each salary check during the calendar year and such payment shall be considered as part of the total salary for pension purposes.

ARTICLE XVIII

EDUCATION

1. Employees may apply for and be granted unpaid or paid leaves to attend school for degrees in fields which the employer deems appropriate.

2. Employees may apply for tuition reimbursement in fields of study approved by the Employer. The Employer will commit to pay for one hundred forty-four (144) credits per calendar year for the bargaining unit provided sufficient workers apply for such reimbursement. Where application is made for more than 144 credits, the Employer will utilize its discretion to approve and disapprove based upon Agency need. Where fewer than 144 credits are applied

for, the Employer will pay for the applied for courses provided the course of study is job related or is part of an elective requirement for an appropriate degree program.

3. Reimbursement of tuition costs is contingent upon the following:

a. Such courses are taken at a New Jersey State institution during non-working hours unless the Employer, at its discretion, allows an exception; and

b. The employee makes application, in advance and in writing, to the Employer; and

c. The Employer requires that a part-time Educational Leave Agreement be signed as a condition of approval of courses for reimbursement. Such reimbursement shall provide for the continuation in the service of the Employer by the employee for one and one half months for each month of schooling reimbursed by the Employer starting with the first month after completion of the degree or the dropping out of the program by the employee. The reimbursement obligation shall only be credited for those months worked during which the employee receives no financial reimbursement for part-time Educational Leave;

d. The employee continues in full time employment with the Employer.

e. The employee attains a satisfactory grade in the course(s). Satisfactory grade is defined as a grade of "C" on the undergraduate level and a grade of "B" at the graduate level, unless the employee can provide documentation showing that some other grade is considered to be indicative of satisfactory performance by the educational institution providing the course.

ARTICLE XIX

EQUAL TREATMENT

The Employer and the Union agree that there shall be no discrimination against or favoritism shown any employee because of age, sex, marital status, sexual preference, race, color, creed, national origin, political affiliation, armed forces obligation, physical handicap, union membership or legal union activity.

ARTICLE XX

UNION RIGHTS

1. The Union 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 designees with regard to policies, practices, and/or decisions affecting its members; to be consulted by the Employer or its designees 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 Union shall have the right to make reasonable use of the Employer's internal mail system for legitimate Union business. It is understood that this does not include use of the Agency postage machine(s).

3. The Union shall have the right to distribute to employees all material dealing with the proper and legitimate business of the Union.

4. The Union shall be allowed to install one (1) suggestion box in the main office and in each branch office of the Employer.

5. The Union shall have the right to hold two (2) membership meetings each year during work hours on the Employer's premises. Such meetings shall begin no sooner than 3:30 p.m. and may continue after work hours. The Union agree that such meetings shall be held on days which are least disruptive of Agency operation and that essential coverage in all work units shall be maintained.

6. a. The Employer shall continue to provide office space for the exclusive use of the Union in the Employer's main office.

b. The Union shall staff its office during the hours between 9:00 a.m. and 10:00 a.m. and lunch hour. The Union representative in charge of grievances plus the steward involved shall be permitted to staff the office during 9 a.m. to 10 a.m. period. Employees shall be permitted to consult with the Union during that time. Employees shall advise their immediate supervisor if they intend to go to the Union office during 9 a.m. and 10 a.m. The Union will not use its office space to consult with employees at other times unless agreed upon by the parties except for the specific purpose of investigating a grievance filed by the Union or to investigate a disciplinary action initiated by the Employer. The Union's Executive Board shall be permitted to continue to utilize the office in accordance with past practice.

c. The Union Chairperson shall notify the Director or his designee in advance of all meetings of union representatives to be held during hours of work. Notification shall include names of representatives to attend.

7. The Employer shall provide a bulletin board on the main floor of the main office and each branch office of the Agency excluding Outreach Centers. Part of each bulletin board may be used by the Union for posting notices, etc., pertaining to Union

business. All such notices shall be submitted to the Employer prior to posting.

8. The Union shall maintain a current list of its officers and stewards with the Employer at all times. The Union agrees to limit its representatives to eighteen (18).

ARTICLE XXI

FULLY-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 XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, 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 XXIII

PARKING

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

ARTICLE XXIV

TRAVEL

1. The employees who are required and authorized to use private automobiles in the course of their employment, shall be reimbursed at the rate of twenty-three (\$.23) per mile.

2. The Employer shall also reimburse employes 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 reimbursement shall be to the extent of the actual additional premiums directly chargeable to said coverage, but shall not exceed the sum of one hundred and twenty (\$120.00) dollars each year. The employee shall present evidence of the existence of the business liability coverage and actual payment of the premium (i.e., a receipted bill indicating amount paid and purpose) to the Employer on December 1st of each year.

ARTICLE XXV

CONDITIONS OF EMPLOYMENT

1. The Employer agrees to maintain working conditions at a level which will create a comfortable environment within which and conditions under which employees must work. To this end, the Employer agrees to vigorously pursue its rights, under its leases with its landlords, regarding heat, air cooling, sanitary and other relevant conditions.

2. The Employer shall maintain working conditions which meet the existing regulations of the New Jersey State Department of Labor and Industry and local building and zoning codes.

3. The Employer may invite the Union as a participant during

any future lease negotiations and/or building plans and negotiations, provided that it is agreed that the Employer 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 offices of the Employer. The Union may offer suggestions on such plans and designs to the Employer.

ARTICLE XXVI

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

The Union recognizes that the decision to contract out or subcontract public work is a management prerogative. The Employer agrees that, prior to making any decision to contract out or subcontract public work, it will meet and confer with the Union as soon as possible. The power to make the ultimate decision as to whether or not to contract out or subcontract out said work shall be retained, however, by the Employer as a management prerogative.

It is recognized that this Article does not preclude the Employer's exclusive right to utilize temporary employees not to exceed six (6) months at its sole discretion.

Temporary employees will be hired at the entry level. They will not be given health benefits. All forms of leave benefits will not be granted except as determined at the discretion of the Director. Upon completion of temporary appointment, any temporary employee retained or rehired within thirty (30) calendar days into a provisional or permanent position will, to the extent permitted by N.J. Department of Personnel statutes and regulations have his/her seniority backdated to the first day of temporary employment with resulting retroactive leave credit extended.

The Employer agrees to not utilize temporary employees to circumvent hiring employees into permanent positions.

ARTICLE XXVII

WORK LOAD

1. The Employer will do everything within its power to ensure 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.

ARTICLE XXVIII

PERSONNEL FILES

All employees will be notified of and their signatures required on all "non-ordinary" documents to be entered into their personnel files and be given a copy of that document upon request. An ordinary document, by definition, is one which has no adverse implications for the employee. Whether a document is "non-ordinary" is determined by a policy agreed upon by the parties. If no such agreement exists the Employer shall make said determination initially and the affected employee, as well as the Union, shall retain the right to contest said determination for a period not to exceed two (2) years following the first review of said file by said employee and his/her designee following the insertion of the document in question into said file.

2. Employees may review their personnel files at a time convenient to the Employer, with an administrator present in the room during such review. The employee will not have access to letters of recommendation contained in the file.

3. Employees may designate, in writing, that a Union repre-

sentative review their file and/or specific parts thereof. A copy of this written authorization will be placed in the file. An Administrator shall be present in the room during said review.

4. Reviews of the entire personnel file shall be limited to one (1) review permitted in specific circumstances where certain material is relevant to a particular situation.

5. All minor disciplinary actions shall not be considered in promotions after three (3) years if there are no other incidences.

ARTICLE XXIX

TRAINING

1. All new employees will receive adequate training prior to final job assignment.

2. Any employee who has been transferred or promoted shall be given the training needed to perform satisfactorily the job to which he/she has been transferred or promoted.

3. All employees within a given job classification will be given equal notice and opportunity to participate in both in-house training and training in outside facilities which has been authorized by the Employer.

4. The Employer retains the right to postpone or defer the above mentioned 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 training sessions.

ARTICLE XXX

UNION ACTIVITY WITH PAY

The Employer agrees that during working hours Union representatives, without loss of pay or leave time, shall be allowed to

undertake Union activities as follows:

1. The Union will have access to a meeting room, designated by the Employer, for conferences or meetings by the Executive Board of the Union concerning legitimate Union business.

2. The Union Grievance Officer and one (1) other member of the Union Executive Board may represent employees in the negotiation and processing of grievances at the second step or above.

3. The Union may post notices on the bulletin board provided and distribute material, related to legitimate Union business, to employees.

4. The Executive Board of the Union shall be permitted to attend negotiation meetings involving this Agreement or the interpretation of this Agreement.

5. Union representatives shall be permitted to transmit, to the Employer, communications duly authorized by the Union.

6. The Union may consult with the Employer, or its duly designated representatives, on matters of concern.

7. Two (2) members of the Union Executive Board will be permitted to attend meetings of the Employer's Personnel Committee in order to fulfill the Union's legitimate role in employee grievance and disciplinary proceedings, but only to the extent necessary, where the Employer determines that the Union has a legitimate interest in a specific issue. This is not intended as nor shall it constitute a waiver of the Employer's right, under the Open Public Meetings Act, to meet in Executive session and exclude the public, including the Association. In situations involving a crucial issue, a meeting may be scheduled between the Union Executive Board and the Employer's Personnel Committee.

8. Two (2) members of the Union Executive Board will be per-

mitted to make a one (1) hour presentation to new employees in training concerning the Union and employee rights, benefits and obligations under the terms of this agreement.

9. In the event the regular monthly meeting of the Employer's Board of Commissioners is held during work hours, a maximum of two (2) members of the Union Executive Board will be permitted to attend.

10. In the event the Union is invited, requested or required to attend meetings or hearings held by the County of Passaic, the State of New Jersey or any of its divisions or agencies, the New Jersey Legislature or its committees or subcommittees, or other appropriate body, a maximum of two (2) members of the Union Executive Board will be permitted to attend a maximum of five (5) such meetings annually, unless prior approval to exceed that number has been obtained from the Employer.

11. A maximum of three (3) members of the Executive Board will be permitted to attend up to five (5) meetings annually which are of interest or concern to the Union unless prior approval to exceed that number has been obtained from the Employer. Additionally, one (1) unpaid day per calendar year for union training for each of the eighteen (18) recognized representatives shall be granted.

ARTICLE XXXI

PROMOTIONS

1. 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. It is understood that utilization of the Department of

Personnel in line promotional procedures shall take precedence. Qualifications for positions are established by the New Jersey Department of Personnel. The criteria upon which selection for promotional positions are made shall be at the discretion of the Employer in accordance with sound management principles and Department of Personnel rules and regulations. The Employer agrees to make every reasonable effort to consider and select for promotional positions from among existing personnel. It is understood that the Employer will not be required to promote from outside a title series where in-line personnel are available.

2. The Employer agrees to post the qualifications for any promotional positions and the criteria upon which selection is to be based, in a prominent place in each office, at least seven (7) days prior to the deadline for application for the position. The Chairman of the Union shall be provided with a copy of all such notices.

3. Employees shall be notified of the deadline set for application for a position and shall indicate interest in the position, in writing, to the Employer's Personnel Officer. A failure to apply in writing may be considered as lack of interest in the position.

4. The Employer agrees to fairly consider all qualified employees who make application for a position. The Employer retains the management right and prerogative to determine, at its discretion and subject to Department of Personnel rules and regulations, which employee is most qualified for a position. If rejected for a position, the employee, upon request, shall be given the reason for rejection.

ARTICLE XXXII

GENERAL PROVISIONS WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union 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 XXXIII

MAINTENANCE AND SECURITY PERSONNEL

1. The Employer shall provide security personnel for the Paterson and Passaic offices. Should any substantial portion of the staff be required to work overtime, on a holiday or Saturday or Sunday, security personnel will be on duty during such times.

2. Maintenance and security personnel shall receive an annual clothing allowance of three hundred (\$300.00) dollars at the time of anniversary date in order to purchase necessary clothing, uniforms, etc.

3. Scheduling of all maintenance and security personnel shall be in accordance with the following:

a. No worker shall work more than five (5) days without being scheduled for at least two (2) days off;

b. At least two (2) of every four (4) days off shall be consecutive.

c. All shifts shall be scheduled as seven (7) consecutive hours.

4. All of the above notwithstanding, maintenance personnel will enjoy the same rights to holidays as all other employees.

5. In the event of installation of mechanical security devices the Employer will make every effort to avoid the layoff of security personnel.

ARTICLE XXXIV

TIME CLOCKS

The parties agree that the Employer retains the prerogative to install and utilize time clocks to enforce the work schedule of the Employer.

ARTICLE XXXV

TERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1990 and remain in effect up to and including December 31, 1992 except as provided otherwise herein.

2. Negotiations on a successor contract shall commence on or about October 1, 1992 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 for a reasonable period of time during any negotiations that take place on any new contract subsequent to the expiration date of this Contract. The Employer shall continue to engage in timely and meaningful collective negotiations with the Union.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

by:

Arthur D Booth
ARTHUR D. BOOTH, DEPUTY DIRECTOR

ATTEST:

Gertrude Silverman

GERTRUDE SILVERMAN
SECRETARY-TREASURER

EMPLOYEES OF PASSAIC COUNTY
WELFARE ASSOCIATION

by:

Bruce James
BRUCE JAMES, CHAIRMAN

ATTEST:

Evert Knowles
EVERT KNOWLES
TREASURER

APPENDIX A-90 AND 92

<u>TITLE</u>	<u>RANGE</u>
Clerk	4
Agency Aide	4
Building Service Worker	4
Microfilm Mach. Operator	4
Building Maintenance Worker	5
Social Service Aide	6
Clerk Typist	6
Stock Clerk	6
Accounts Clerk	6
Income Maint. Aide	6
Receptionist/ Bilingual in Spanish and English	6
Data Entry Machine Operator	6
Messenger	7
Clerk Stenographer	7
Telephone Operator	7
Senior Building Maint. Worker	8
Senior Clerk	8
Senior Mail Clerk	8
Data Control Clerk	9
Sr. Acct.Clerk Bkkpr.	9
Sr. Clk Typist	9
Sr. Receptionist/ Bilingual in Spanish and English	9
Security Guard	9
Sr. Telephone Operator	10
Sr. Clerk Steno	10
Sr. DEMO	10

APPENDIX A-90 AND 92

<u>TITLE</u>	<u>RANGE</u>
Sr. Maintenance Repair	11
Sr. Security Guard	11
Income Maint. Tech.	13
Princ. Clk. Typist	13
Supervising Security Guard	13
Prin. Clek. Steno.	14
Prin. DEMO	14
Purchasing Assistant	14
Prin. Account Clerk	14
Income Maint. Wkr.	17
C.S.P. Worker	17
Social Worker	18
Investigator County Welfare Agency	18
ParaLegal Spec.	18
Training Tech.	18
Income Maint. Spec.	19
C.S.P. Specialist	19
Social Work. Spec.	20
Medical Social Srvc. Assistant	20
Supv. I.M.	21
C.S.P. Supervisor	21
Supv. Social Wrk.	21
Sr. Investigator	21

APPENDIX B-90A

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/90 - 6/30/90

RANGE	ENTRY LEVEL	1	2	3	4	5	6	7	8	MAX 9
4	11922	12616	13310	14005	14699	15393	16087	16782	17476	18170
5	12500	13229	13958	14688	15417	16146	16875	17605	18334	19063
6	13104	13870	14635	15400	16166	16931	17696	18462	19227	19992
7	13746	14550	15353	16156	16960	17763	18567	19370	20173	20977
8	14416	15259	16103	16946	17790	18634	19477	20321	21164	22008
9	15118	16004	16890	17776	18661	19547	20433	21319	22205	23090
10	15859	16789	17719	18649	19579	20509	21439	22369	23299	24230
11	16286	17264	18241	19219	20196	21174	22151	23129	24106	25084
13	17950	19027	20105	21182	22259	23337	24414	25491	26569	27646
14	18846	19977	21108	22239	23370	24501	25632	26762	27893	29024
15	19788	20976	22164	23351	24539	25726	26914	28101	29289	30477
17	21816	23126	24435	25744	27053	28362	29671	30980	32289	33599
18	22908	24282	25656	27030	28404	29778	31152	32526	33900	35274
19	24054	25497	26940	28383	29826	31269	32712	34155	35598	37041
20	25256	26771	28286	29801	31316	32831	34346	35862	37377	38892
21	26520	28112	29703	31294	32886	34477	36069	37660	39251	40843
16A	21583	22877	24172	25467	26761	28056	29351	30646	31940	33235
17A	22661	24020	25380	26740	28099	29459	30819	32178	33538	34897
19A	24986	26484	27983	29482	30980	32479	33978	25476	36975	38474
20A	26235	27809	29383	30957	32531	34104	35678	37252	38826	40400
21A	27544	29197	30851	32054	34157	35810	37463	39116	40770	42423
22A	28925	30660	32396	34131	35867	37602	39338	41073	42809	44544
23A	30370	32193	34015	35837	37659	39481	41303	43125	44947	46769
24A	31891	33805	35718	37632	39546	41460	43373	45287	47201	49115
25A	33483	35492	37500	39509	41517	43526	45534	47543	49551	51560
26A	35158	37267	39377	41486	43596	45705	47815	49924	52034	54143
27A	36918	39134	41349	43565	45780	47996	50212	52427	54643	56858
28A	38764	41090	43416	45741	48067	50393	52718	55044	57370	59696
29A	40705	43147	45589	48031	50473	52915	55357	57800	60242	62684
32A	47121	49949	52776	55604	58431	61258	64986	66913	69740	72568
36A	57279	60716	64154	67591	71028	74465	77902	81339	84776	88213

APPENDIX B-90B

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/90 - 12/31/90

RANGE	ENTRY LEVEL	1	2	3	4	5	6	7	8	9
4	12399	13121	13843	14565	15287	16009	16731	17453	18175	18897
5	13000	13758	14517	15276	16034	16792	17550	18339	19067	19826
6	13628	14425	15220	16016	16813	17608	18404	19200	19996	20792
7	14296	15132	15967	16803	17638	18474	19310	20145	20980	21826
8	14993	15869	16747	17624	18502	19379	20256	21134	22011	22888
9	15723	16644	17566	18476	19408	20329	21250	22172	23093	24014
10	16493	17461	18428	19395	20362	21330	22297	23264	24231	25199
11	16938	17954	18971	19988	21004	22021	23037	24054	25070	26087
13	18668	19788	20909	22029	23150	24270	25391	26511	27632	28752
14	19600	20776	21952	23129	24304	25481	26657	27833	29009	30185
15	20580	21815	23050	24285	25520	26755	27991	29226	30461	31696
17	22689	24051	25412	26774	28135	29497	30858	32220	33581	34943
18	23825	25011	26683	28112	29540	30969	32398	33827	35256	36685
19	25016	26516	28018	29518	31019	32519	34020	35521	37022	38522
20	26266	27842	29417	30993	32569	34145	35720	37296	38872	40447
21	27581	29236	30891	32546	34201	35856	37511	39166	40821	42476
16A	22446	23792	25139	26584	27832	29178	30525	31871	33218	34564
17A	23568	24981	26395	27809	29223	30637	32051	33465	34879	36293
20A	27284	28921	30558	32195	33832	35469	37105	38742	40379	42016
21A	28646	30365	32085	33804	35523	37242	38962	40681	42400	44120
22A	30081	31886	33691	35496	37301	39106	40911	42716	44521	46326
23A	31585	33480	35376	37270	39165	41060	42955	44850	46745	48640
24A	33167	35157	37147	39137	41128	43118	45108	47099	49089	51079
25A	34823	36911	39000	41089	43178	45267	47356	49444	51533	53622
26A	36564	38758	40952	43146	45340	47533	49727	51921	54115	56309
27A	38395	40699	43003	45308	47612	49916	52220	54524	56828	59132
28A	40315	42733	45152	47571	49990	52409	54827	57246	59665	62084
29A	42333	44873	47412	49952	52492	55032	57572	60111	62652	65191
32A	49006	51947	54887	57828	60768	63709	66649	69589	72530	75417
36A	59571	63145	66720	70294	73869	77444	81018	84593	88167	91742
19A	25985	27544	29102	30661	32220	33778	35337	36895	38454	40013

APPENDIX B-91 A

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE
1/1/91 - 6/30/91

RANGE	ENTRY LEVEL	1	2	3	4	5	6	7	8	MAX 9
4	12771	13515	14258	15002	15746	16489	17233	17977	18720	19464
5	13390	14171	14953	15734	16515	17296	18077	18858	19639	20421
6	14037	14858	15677	16496	17317	18136	18956	19776	20596	21416
7	14725	15586	16446	17307	18167	19028	19889	20749	21609	22470
8	15443	16345	17249	18153	19057	19960	20864	21768	22671	23575
9	16195	17143	18093	19042	19990	20939	21888	22837	23786	24734
10	16988	17985	18981	19977	20973	21970	22966	23962	24958	25955
11	17446	18493	19540	20588	21634	22682	23728	24776	25822	26870
13	19228	20382	21536	22690	23845	24998	26153	27306	28461	29615
14	20188	21399	22611	23823	25033	26245	27457	28668	29879	31091
15	21197	22469	23742	25014	26286	27558	28831	30103	31375	32647
17	23370	24773	26174	27577	28979	30382	31784	33187	34588	35991
18	24540	25761	27483	28955	30426	31898	33370	34842	36314	37786
19	25766	27311	28859	30404	31950	33495	35041	36587	38133	39678
20	27054	28677	30300	31923	33546	35169	36792	38415	40038	41660
21	28408	30113	31818	33522	35227	36932	38636	40341	42046	43750
16A	23119	24506	25893	27382	28667	30053	31441	32827	34215	35601
17A	24275	25730	27187	28643	30100	31556	33013	34469	35925	37382
19A	26765	28370	29975	31581	33187	34791	36397	38002	39608	41213
20A	28103	29789	31475	33161	34847	36533	38218	39904	41590	43276
21A	29505	31276	33048	34818	36589	38359	40131	41901	43672	45444
22A	30983	32843	34702	36561	38420	40279	42138	43997	45857	47716
23A	32533	34484	36437	38388	40340	42292	44244	46196	48147	50099
24A	34162	36212	38261	40311	42362	44412	46461	48512	50562	52611
25A	35868	38018	40170	42322	44473	46625	48777	50927	53079	55231
26A	37661	39921	42181	44440	46700	48959	51219	53479	55738	57998
27A	39547	41920	44293	46667	49040	51413	53787	56160	58533	60966
28A	41524	44014	46507	48998	51490	53981	56472	58963	61455	63947
29A	43603	46219	48834	51451	54067	56683	59299	61914	64532	67147
32A	50476	53505	56534	59563	62591	65620	68648	71677	74706	77735
36A	61358	65039	68722	72403	76085	79767	83449	87131	90812	94494

APPENDIX B-91B

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/91 - 12/31/91

RANGE	ENTRY LEVEL									MAX
		1	2	3	4	5	6	7	8	9
4	13282	14056	14828	15602	16376	17149	17922	18696	19469	20243
5	13926	14738	15551	16363	17176	17988	18800	19612	20425	21238
6	14598	15452	16304	17156	18010	18861	19714	20567	21420	22273
7	15314	16209	17104	17999	18894	19789	20685	21579	22473	23369
8	16061	16999	17939	18879	19819	20758	21699	22639	23578	24518
9	16843	17829	18817	19804	20790	21777	22764	23750	24737	25723
10	17668	18704	19740	20776	21812	22849	23885	24920	25956	26993
11	18144	19233	20322	21412	22499	23589	24677	25767	26855	27945
13	19997	21197	22397	23598	24799	25998	27199	28398	29599	30800
14	20996	22255	23515	24776	26034	27295	28555	29815	31074	32335
15	22045	23368	24692	26015	27337	28660	29984	31307	32630	33953
17	24305	25764	27221	28680	30138	31597	33055	34514	35972	37431
18	25522	26791	28582	30113	31643	33174	34705	36236	37767	39297
19	26797	28403	30013	31620	33228	34835	36443	38050	39658	41265
20	28136	29824	31512	33200	34888	36576	38264	39952	41640	43326
21	29544	31318	33091	34863	36636	38409	40181	41955	42046	45500
16A	24044	25486	26929	28477	29814	31255	32699	34140	35584	37025
17A	25246	26759	28274	29789	31304	32818	34334	35848	37362	38877
19A	27836	29505	31174	32844	34514	36183	37853	39522	41192	42862
20A	29227	30981	32734	34487	36241	37994	39747	41500	43254	45007
21A	30685	32527	34370	36211	38053	40081	41736	43577	45419	47262
22A	32222	34157	36090	38023	39957	41890	43824	45757	47691	49625
23A	33834	35863	37894	39924	41954	43984	46014	48044	50073	52103
24A	35528	37660	39791	41923	44056	46188	48319	50452	52584	54715
25A	37303	39539	41777	44015	46252	48490	50728	52964	55202	57440
26A	39167	41518	43868	46218	48568	50917	53268	55618	57968	60318
27A	41129	43597	46065	48534	51002	53470	55938	58406	60874	63342
28A	43185	45776	48367	50958	53550	56140	58731	61322	63913	66505
29A	45347	48068	50787	53509	56230	58950	61671	64391	67113	69833
32A	52495	55645	58795	61946	65095	68245	71394	74544	77694	80844
36A	63812	67641	71471	75299	79128	82958	86787	90616	94444	98274

APPENDIX B-92A

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/92 - 6/30/92

RANGE	ENTRY LEVEL	1	2	3	4	5	6	7	8	MAX 9
4	13680	14478	15273	16070	16867	17663	18460	19257	20053	20850
5	14344	15180	16018	16854	17691	18528	19364	20200	21038	21875
6	15036	15916	16793	17671	18550	19427	20305	21184	22063	22941
7	15773	16695	17617	18539	19461	20383	21306	22226	23147	24070
8	16543	17509	18477	19445	20414	21381	22350	23318	24285	25254
9	17348	18364	19382	20398	21414	22430	23447	24463	25479	26495
10	18198	19265	20332	21399	22466	23534	24602	25668	26735	27803
11	18688	19810	20932	22054	23174	24297	25417	26540	27661	28783
13	20597	21833	23069	24306	25543	26778	28015	29250	30487	31724
14	21626	22923	24220	25519	26815	28114	29412	30709	32006	33305
15	22706	24069	25433	26795	28157	29520	30884	32246	33609	34972
17	25034	26537	28038	29540	31042	32545	34047	35549	37051	38554
18	26288	27595	29439	31016	32592	34169	35746	37323	38900	40476
19	27601	29255	30913	32569	34225	35880	37536	39192	40848	42503
20	28980	30719	32457	34196	35935	37673	39412	41151	42889	44626
21	30430	32258	34084	35909	37735	39561	41386	43214	43307	46865
16A	24765	26251	27737	29331	30708	32193	33680	35164	36652	38136
17A	26003	27562	29122	30683	32243	33803	35364	36923	38483	40043
19A	28671	30390	32109	33829	35549	37268	38989	40708	42428	44148
20A	30104	31910	33716	35522	37328	39134	40939	42745	44552	46357
21A	31606	33503	35401	37297	39195	41283	42988	44884	46782	48680
22A	33189	35182	37173	39164	41156	43147	45139	47130	49122	51114
23A	34849	36939	39031	41122	43213	45304	47394	49485	51575	53666
24A	36594	38790	40985	43181	45378	47574	49769	51966	54162	56356
25A	38422	40725	43030	45335	47640	49945	52250	54553	56858	59163
26A	40342	42764	45184	47605	50025	52445	54866	57287	59707	62128
27A	42363	44905	47447	49990	52532	55074	57616	60158	62700	65242
28A	44481	47149	49818	52487	55157	57824	60493	63162	65839	68500
29A	46707	49510	52311	55114	57917	60719	63521	66323	69126	71928
32A	54070	57314	60559	63804	67048	70292	73536	76780	80025	83269
36A	65726	69670	73615	77558	81502	85447	89391	93334	97277	101222

APPENDIX B-92B
 PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE
 7/1/92 - 12/31/92

RANGE	ENTRY LEVEL	1	2	3	4	5	6	7	8	MAX 9
4	14090	14912	15731	16552	17373	18193	19014	19835	20655	21476
5	14774	15635	16499	17360	18222	19084	19945	20806	21669	22531
6	15487	16393	17297	18201	19107	20010	20914	21820	22725	23629
7	16246	17196	18146	19095	20045	20994	21945	22893	23847	24792
8	17039	18034	19031	20028	21026	22022	23021	24018	25014	26012
9	17868	18915	19963	21010	22056	23103	24150	25197	26243	27290
10	18744	19843	20942	22041	23140	24240	25340	26438	27537	28637
11	19249	20404	21560	22716	23869	25026	26180	27336	28491	29646
13	21215	22488	23761	25035	26309	27581	28855	30128	31402	32676
14	22275	23611	24947	26285	27619	28957	30294	31630	32966	34304
15	23387	24791	26196	27599	29002	30406	31811	33213	34617	36021
17	25785	27333	28879	30426	31973	33521	35068	36615	38163	39711
18	27077	28423	30322	31946	33570	35194	36818	38443	40067	41690
19	28429	30133	31840	33546	35252	36956	38662	40368	42073	43778
20	29849	31641	33431	35222	37013	38803	40594	42386	44176	45965
21	31343	33226	35107	36986	38867	40748	42628	44510	46406	48271
16A	25508	27039	28569	30211	31629	33159	34690	36219	37752	39280
17A	26783	28389	29996	31603	33210	34817	36425	38031	39637	41244
19A	29531	31302	33072	34844	36615	38386	40159	41929	43701	45472
20A	31007	32867	34727	36588	38448	40308	40308	42167	44027	47748
21A	32554	34508	36463	38416	40371	42521	44278	46231	48185	50140
22A	34185	36237	38288	40339	42391	44441	46493	48544	50596	52647
23A	35894	38047	40202	42356	44509	46663	48816	50970	53122	55276
24A	37692	39954	42215	44476	46739	49001	51262	53525	55787	58047
25A	39575	41947	44321	46695	49069	51443	53818	56190	58564	60938
26A	41522	44047	46540	49033	51526	54018	56512	59006	61498	63992
27A	43634	46252	48870	51490	54108	56726	59344	61963	64581	67199
28A	45815	48563	51313	54062	56812	59559	62308	65057	67805	70555
29A	48108	50995	53880	56767	59655	62541	65427	68313	71200	74086
32A	55692	59033	62376	65718	69059	72401	75742	79083	82426	85767
32A	67698	71760	75823	79885	83947	88010	92073	96134	100195	104259