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A G R E E M E N T

BETWEEN

THE PASSAIC COUNTY WELFARE BOARD

AND

EMPLOYEES OF THE PASSAIC COUNTY WELFARE ASSOCIATION

January 1, 1977 Through December 31, 1979

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## PREAMBLE

This Agreement entered into this 10th day of November by and between the Passaic County Welfare Board, hereinafter referred to as the "Employer" and the Employees of the Passaic County Welfare Association, hereinafter referred to as the "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 rates 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 I

### RECOGNITION

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 Head Clerk, (i.e. Supervising Clerk), Auditors and Counsels. 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 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 Welfare Board 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.
  - (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.
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 NJS 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 NJS 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 establish-

ed 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 reasonably 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 Welfare Board within five (5) working days following the determination of Step 1.
- b. The Director of the Passaic County Welfare Board, or his designee, shall render his decision in writing within 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 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

superceded 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 decisions 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 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.

## 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

For 1978 and 1979, Martin Luther King's Birthday shall be included in the above listing as a legal paid holiday in accordance with statute.

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.



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) 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 Welfare Board after December 31, 1974.

7. Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Board 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 or 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 Passaic County Welfare Employees' 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 Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the <sup>Division of Public Welfare and the</sup> 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 Welfare Board.
- 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 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 year and may be permitted to use sick leave on the basis of and in accordance with established welfare board and/or established county 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 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.
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 consecutive sick leave.
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.

#### 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, Passaic County Welfare Board, and 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 and Prudential, Major Medical) provided that in the event that Passaic County Board of Chosen Freeholders improve the coverage afforded its employees, this provision shall be reopened for further negotiations as between the Employer and the Association when and if appropriate, and subject to the approval of the Division of Public Welfare.
2. In accordance with the intent of the parties to implement a Pharmaceutical and Dental Plan for the benefit of the employees to the extent such a plan is funded, the Employer agrees that, on or before July 1, 1978, it will complete its inquiry as to the cost and benefits of various plans offered by insurance companies in the field and that, on or before January 1, 1979 it will consider the various plans available and implement one of said plans provided prior approval is obtained from the County of Passaic and the State of New Jersey, Division of Public Welfare.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

The Employer agrees to provide retirement benefits and life in-



insurance coverage in accordance with the existing Passaic County Retirement Benefits and/or Public Employees Retirement System (PERS), and the life insurance coverage programs provided by the County of Passaic.

#### ARTICLE XIII

#### SALARIES AND COMPENSATION

The salaries and stipulation 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, Appendix 1, of Ruling Eleven.
2. Effective January 1, 1977 until June 30, 1978 the compensation which each employee shall receive shall be as specified in Schedule A attached hereto and incorporated herein by reference. Negotiations on employees compensation as specified in Schedule A will commence no later than sixty (60) days prior to June 30, 1978.
3. All employees in the employ of the Employer shall be entitled to be paid and receive an earned merit increment with their salary range on their anniversary date as prescribed below during the life of the term of this Agreement; however, there shall be excepted from the operation and effect of this provision those employees

who have reached their maximum step as provided in Ruling Eleven.

4. For the purpose of implementing the provisions of Paragraph 3 hereof, an anniversary date shall be defined for employees hired during the term of this Agreement as follows:

Jan., Feb., March - anniversary date of April 1 of the following year  
April, May, June - anniversary date of July 1 of the following year  
July, Aug., Sept., - anniversary date of Oct 1 of the following year  
Oct., Nov., Dec. - anniversary date of Jan 1 of the second year following date of hire

All other employees will retain their quarterly anniversary date of record. In cases of promotion or demotion anniversary dates shall be adjusted in accordance with Ruling 11, Part 1, Section 11.

5. All employees shall be compensated at the rate of time and one half in cash for overtime hours accrued in excess of 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.
6. 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.

ARTICLE XV

TRANSFER 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 Welfare Board 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 XVI

### A. ADMINISTRATIVE LEAVE DAYS

1. All employees of the Welfare Board 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 48 hours in advance and approved in advance of the requested date or dates by the employee's immediate supervisor and/or the Director.
  - (b) Leaves must be used within the calendar year and shall not be cumulative from year to year.
  - (c) Administrative leave days may be taken either as three (3) whole days or six (6) half days, or any combination thereof.
2. Employees of the Welfare Board with less than one (1) year of service, shall be entitled to one (1) administrative leave day for every four (4) months service, in accordance with the above rules.
3. Administrative leave days shall be granted on short notice in the event of an emergency.

### B. BEREAVEMENT LEAVE

1. All employees shall receive up to three (3) additional days per calendar year for bereavement purposes to include wife, husband, mother, father, child, sister, brother, parents, parents-in-law, grandparents, and other such persons to be

deemed appropriate by the Director of the Passaic County Welfare Board, and subject to the approval of the Division of Public Welfare.

#### ARTICLE XVII

##### SENIORITY

Seniority, which is defined as continuous permanent employment in grade with the Passaic County Welfare Board, will be given due consideration by the Board with respect to promotions, demotions, layoffs, and recalls. Nothing herewin shall contravene Ruling Eleven of the State Division of Public Welfare or current Civil Service Statutes in their present or amended forms.

#### ARTICLE XVIII

##### LONGEVITY

The current Passaic County Welfare Board 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 Welfare Board, 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 XIX

EDUCATION

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 not to exceed \$600.00 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 under-graduate 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 Agreement with the Employer setting forth the employee's responsibility to continue full time employment with the Employer for a period following the award of a degree as specified in said contract. Such contract for part-time students, as may be agreed upon between the parties, subject to the further approval of the Division of Public Welfare, shall be made a part of this Agreement.
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 above 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 activity.
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 Passaic County Welfare Board 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 floor occupied by the Passaic County Welfare Board 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 Welfare Board.

#### ARTICLE XXII

##### 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 XXIII

##### SEPARABILITY 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 XIV

TERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1977 and remain in effect up to and including December 31, 1979 except as provided otherwise herein.
2. Negotiations on a successor contract shall commence on or about October 1, 1979 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 be extended to remain in full force and effect during any extended period of negotiations that take place on 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 salary differential in this Agreement shall terminate as indicated in Article <sup>XIII</sup> ~~XXX~~, Schedule A. The Employer shall continue to engage in timely and meaningful collective negotiations with the Association.
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 fourteen (14¢) 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 and 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 June 30, 1978.

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 codes.
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 Welfare Board. 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 interview. 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 grievances at the second step or above. This will be limited to the Chairperson of the Grievance Committee and one (1) other 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 Dept. 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. The hours of work for Security Personnel shall be flexible in order to provide security coverage beyond normal working hours (8:30 a.m. to 4:30 p.m.) so long as the principle of a seven (7) hour day and thirty-five (35) hour week is followed. Should any substantial part of the staff be required to work overtime or a holiday or Saturday or Sunday, such Security Personnel shall be on duty during the aforementioned times.

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

TIME CLOCKS

ARTICLE XXXVI

- 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.

SCHEDULE A - SALARIES AND CATEGORIES

11/10/1977

Ranges for the following Titles are the same as those set forth in Ruling Eleven effective July 1, 1976 and Revised Ruling Eleven effective July 1, 1977 for the titles listed below:

Title	January 1, 1977 thru June 30, 1977			July 1, 1977 thru June 30, 1978		
	Hiring Rate	Range No.	Increase Max.	Hiring Rate	Range No.	Increase Max.
Social Service Aide	Step (3) 6013	(4)	5467 7378 273	Step (2) 6027	(4)	5740 7746 286
Clerk	Step (4) 5987	(3)	5207 7027 260	Step (3) 6013	(3)	5467 7378 273
Clerk Typist	Step (2) 6027	(5)	5740 7749 287	Min.	(5)	6027 8136 301
Stock Clerk	Step (2) 6027	(5)	5740 7749 287	Min.	(5)	6027 8136 301
Building Maint. Worker	Step (3) 6013	(4)	5467 7378 273	Step (2) 6027	(4)	5740 7746 286
Clerk Stenographer	Min.	(6)	6027 8141 302	Min.	(6)	6328 8548 317
Clerk Bookkeeper	Step (2) 6027	(5)	5740 7749 287	Min.	(5)	6027 8136 301
Telephone Operator	Min.	(6)	6027 8141 302	Min.	(6)	6328 8548 317
Senior Clerk Stenographer	Min.	(9)	6979 9422 349	Min.	(9)	7327 9893 366
Senior Clerk Bookkeeper	Min.	(7)	6329 8548 317	Min.	(7)	6645 8975 332
Senior Clerk Typist	Min.	(8)	6646 8977 333	Min.	(8)	6978 9425 349
Senior Telephone Operator	Min.	(8)	6646 8977 333	Min.	(8)	6978 9425 349
Guard Public Property	Min.	(8)	6646 8977 333	Min.	(8)	6978 9425 349
Principal Clerk Stenographer	Min.	(13)	8481 11449 424	Min.	(13)	8905 12011 445
Principal Clerk Bookkeeper	Min.	(11)	7694 10382 384	Min.	(11)	8078 10901 403
Income Maint. Technician		13	8481 11449 424		13	8905 12021 445
Income Maint. Specialist		18	10824 14611 541		18	11365 15341 568
Social Worker		18	10824 14611 541		18	11365 15341 568
Investigator		18	10824 14611 541		18	11365 15341 568
.....-holder		20	11933 16112 597		20	12529 16917 626

January 1, 1977 thru June 30, 1977

July 1, 1977 thru June 30, 1978

Title	January 1, 1977 thru June 30, 1977			July 1, 1977 thru June 30, 1978				
	Range No.	Min.	Max.	Incre-ment	Range No.	Min.	Max.	Incre-ment
Senior Investigator	21	12530	16919	627	21	13156	17764	658
Income Maintenance Supervisor	21	12530	16919	627	21	13156	17764	658
Social Work Supervisor	21	12530	16919	627	21	13156	17764	658
Supervisor of Property & Resources	21	12530	16919	627	21	13156	17764	658
Assistant Training Supervisor	21	12530	16919	627	21	13156	17764	658

SCHEDULE A

- (a) All employees in the above listed titles in Range 12 or below on ~~December~~ <sup>December</sup> 31, 1976, who have at least one year of continuous service with the Employer as of January 1, 1977, shall receive a lump sum payment of \$250.00 for the year 1977 only.
- (b) Effective January 1, 1977, thru June 30, 1977 employees in the above listed titles employed on or before December 31, 1976, shall receive a salary differential at the rate of 6.5% based on the minimum step of their range of Ruling 11, which ruling was in effect July 1, 1976. For employees hired January 1, 1977 thru June 30, 1977 salary differential will be pro-rated from date of employment. This salary differential shall terminate on June 30, 1977.
- (c) Effective July 1, 1977 all employees in the above listed titles shall have their salaries adjusted step to step in accordance with Revised Ruling 11, Part I, Appendix II, Compensation Schedule, which ruling was in effect July 1, 1977.
- (d) Effective July 1, 1977, or subsequent date of appointment which ever is latter thru June 30, 1978 employees in the above listed titles on or before June 30, 1977 shall receive a salary differential at the rate of 5%, based on the minimum step of the range of Ruling 11, which ruling was in effect July 1, 1977. This salary differential shall terminate on June 30, 1978.
- (e) Employees will receive a merit increment on the anniversary date of their employment in accordance with Ruling 11, Part I, Section IX.

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 28th day of December, 1977.

PASSAIC COUNTY WELFARE BOARD

by Edmond A. De Santis  
EDMOND A. DE SANTIS, DIRECTOR

ATTEST:

Joan Waks J.W.  
JOAN WAKS  
SECRETARY-TREASURER

EMPLOYEES OF THE PASSAIC COUNTY  
WELFARE ASSOCIATION

by Dolores Gallo D.G.  
DOLORES GALLO, CHAIRMAN

ATTEST:

Marcia Dermer M.D.  
MARCIA DERMER  
SECRETARY-TREASURER

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

G. Thomas Riti 12/28  
G. THOMAS RITI, DIRECTOR  
NEW JERSEY DIVISION OF  
PUBLIC WELFARE

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 1977 <sup>8</sup>