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AGREEMENT

BETWEEN

THE PASSAIC COUNTY WELFARE BOARD

AND

EMPLOYEES OF THE PASSAIC COUNTY WELFARE ASSOCIATION

X

JANUARY 1, 1976

THROUGH

DECEMBER 31, 1976

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PREAMBLE

This Agreement entered into this 13th day of September, 1976 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 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

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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 Administrative Secretary, the Training Supervisor, the Assistant Training Supervisor, the Chief Clerk, the Senior Accountant, the Head Clerk (i.e. Supervising Clerk), Auditors and Counsels. As established by prior practice and agreement, the Employer and the Association recognizes the right of supervisory employees to be fully represented by the Association in all matters of collective negotiations.

The Assistant Training Supervisor shall remain an Association member pending a decision by the Public Employment Relations Commission.

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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 nor 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 are made. The revocation of this authorization shall be in accordance with applicable statutes as presently existing or as may be amended. In addition, during the months of July and December, the Employer shall submit to the Treasurer of the Association a current list of employees from whom dues payments are being deducted.

SCHEDULE A

SALARIES AND COMPENSATION

Revised Ruling 11, Part I, Appendix I, effective January 1, 1976 provides for a one (1) range increase for the following titles:

Title	Range No.	Min.	Max.	Increment
Senior Investigator	21	11710	15812	586
Income Maintenance Supervisor	21	11710	15812	586
Social Work Supervisor	21	11710	15812	586
Supervisor of Property & Resources	21	11710	15812	586
Assistant Training Supervisor	21	11710	15812	586

- (a) Employees in the above listed titles on and before December 31, 1975, will receive the one range increase step to step. In addition thereto they will receive a salary differential at the rate of 11.7% based on the minimum of their range effective January 1, 1976, which terminates on June 30, 1976.
- (b) Effective July 1, 1976, the salary rate for employees shall be adjusted step to step in accordance with Revised Ruling 11 Part 1, Appendix 1, effective July 1, 1976, and in addition thereto will receive a salary differential at the rate of 4.1% based on the minimum step of their range which will terminate on December 31, 1976.
- (c) Employees will receive a merit increment on the anniversary date of their employment during 1976, in accordance with Revised Ruling Eleven.

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SCHEDULE A

SALARIES AND COMPENSATION

Revised Ruling 11, Part I, effective January 1, 1976 provides for a two (2) range increase for the following titles:

Title	Range No.	Min.	Max.	Increment
Income Maintenance Technician	13	7925	10697	396
Income Maintenance Specialist	18	10115	13657	506
Social Worker	18	10115	13657	506
Investigator	18	10115	13657	506
Social Work Specialist	20	11152	15058	558
Medical Social Service Assistant	20	11152	15058	558

- (a) Employees in the above listed titles on and before December 31, 1975, will receive the two range increase step to step. In addition thereto, they will receive a salary differential at the rate of 4.7% based on the minimum of their range effective January 1, 1976 which terminates on June 30, 1976.
- (b) Effective July 1, 1976, the salary rate for employees shall be adjusted step to step in accordance with Revised Ruling 11, Part 1, Appendix 1, effective July 1, 1976.
- (c) Employees will receive a merit increment on the anniversary date of their employment during 1976, in accordance with Ruling Eleven.
- (d) Employees hired after January 1, 1976, will be placed at the minimum of the revised range in accordance with Ruling Eleven, Part 1, Appendix 1, on the effective date of their employment.

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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.
2. One hour per day shall be allowed for lunch in accordance with Employer's 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 Passaic County Welfare Board in accordance with Ruling 11.
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.
 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definitions

1. A grievance is any dispute between the parties arising out of the employees' employment and governed by this Agreement.
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 judgment of the Grievance Committee of the Associations' Executive Board, a grievance affects 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 an Association representative to appear with him. The Employer agrees that there shall be no loss of pay for the reasonable time spent in presenting 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 with the provisions of NJS 34:13A-5.3.
5. Grievance procedures established by Agreement between the Employer and the Association shall be utilized for any dispute or disagreement covered by the terms of such Agreement.
6. The Employer agrees to inform the grievance committee of the Association of all actions and charges being brought against any employee by the Employer. The Employer also agrees to inform the grievance committee of the Association of all grievances initiated by employees, other than those brought by the grievance committee of the Association.
7. The Employer agrees to invite the grievance committee to be present at all such presentations, charges, or actions as described above, and, the Employer, as a matter of course, shall apprise the Association in writing of all steps in any of the above presentations, charges, or actions and its disposition thereof.
8. The Employer agrees to inform the grievance committee of the Association of any new policy which is established by the Employer as a result of the processing of a grievance.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving greivences 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 Supervisor 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. The Supervisor shall render a decision in writing within three (3) 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 I.
- 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

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 Board Meeting of the Employer, the Employer, or its duly authorized Personnel 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

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- 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 shall 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 their own choosing.
2. Should the aggrieved party or parties elect to present his, her 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 at 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.

ARTICLE VI

HOLIDAYS

The legal paid holidays, as specified under Ruling Eleven of the Department of ~~Institutions and Agencies~~ ^{Human Services}, Division of Public Welfare, effective November 1, 1975, 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 |

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.

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ARTICLE VII

VACATIONS

All employees shall be granted vacation leave in accordance with Ruling 11, specified as follows:

1. One (1) working day for each full month of service or major fraction thereof during the 1st year; (i.e., one (1) vacation day for each month of service or fraction thereof computed to the date of vacation.)
2. After one year of service through five years of service, twelve (12) working days per year;
3. After five (5) years of service through twelve years of service, fifteen (15) working days per year;
4. After twelve years of service through twenty years of service, twenty (20) working days per year.
5. After twenty 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 will commence 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.

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8. Seasonal employees may be granted vacation leave on the basis stated in Regulation No. 4 (b) (1) of Ruling 11.
9. Accumulation of Vacation - Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work , such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.
10. Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned. Vacation leave upon request of the employee and approval by the Employer may be carried into the following year but no further and only to the extent of nine (9) days thereof provided a written request therefor is submitted to the Director of the Board no later than September 1 of the year that said vacation time is earned, and provided further that the Director of the Board shall have the discretion to refuse to permit a vacation or to cancel a vacation, or to refuse to permit the said nine (9) day carry-over in the event the employee is not current

insular 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 event 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 week notice being given to the employee. Upon receipt of such notice 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.

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 that 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 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 11 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 11 and subject to approval by the Department of Civil Service.

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 and in accordance with established welfare board and/or established county policy, subject to the provisions of Ruling 11 and rules and regulations of the Department of Civil Service.

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4.52 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 would be notified that the debt exists and an appropriate adjustment payment will be made from the employee to the Employer.

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4.53 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.

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4.54 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.

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4.5 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 employee's Director, Passaic County Welfare Board, and the Division of Public Welfare of the Department of ~~Institutions and Agencies~~, ^{Human Services} and the Department of Civil Service, and in conformity with Ruling 11.
2. Any earned sick leave may be applied towards an approved maternity leave in accordance with the provisions of Ruling 11.

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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 improves 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. Should the State of New Jersey, Department of ~~Institutions and Agencies~~ ^{Human Services} extend to State employees or the Passaic County Board of Chosen Freeholders extend to County employees

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a disability income and/or a dental program, such program(s) or similar program(s) shall to the extent it is funded by the State or County, be negotiated between the Employer and the Association when and if appropriate and subject to the approval of the Division of Public Welfare.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

The employer agrees to provide retirement benefits and life 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. The County of Passaic has two retirement systems. The old County Retirement System has 28 employees who were not permitted to be covered under PERS and still retain coverage under that system. The balance of the employees are covered under the State PERS Retirement System and Insurance Program.

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 a maximum as more particularly specified and set forth in the Compensation Schedule, Part 1, Appendix 1 of Ruling 11 effective January 1, 1976.

2. During the term of this Agreement the compensation which each employee shall receive shall be as specified in Schedule A, attached hereto, and incorporated herein by reference.
3. All employees in the employ of the Employer as of December 31, 1975 shall be entitled to be paid and receive an earned merit increment within the 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 11.
4. For the purposes of implementing the provisions of Paragraph 3 hereof, an anniversary date shall be defined as follows: Persons who are employed by the Agency or promoted during the year 1976 shall have anniversary dates as follows:

Jan. Feb. Mar.....April 1st, 1977
 April, May, June.....July 1st, 1977
 July, August, Sept.....October 1st, 1977
 Oct. Nov. Dec.....January 1st, 1978

All other employees will retain their quarterly anniversary date of record.

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 one half times the regular hourly rate of that employee.

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6. Employees promoted or demoted during the year 1976 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

1. All rights, privileges, prerogatives, duties, and obligations of the parties contained in current Ruling No. 11, 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 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 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 services, 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, parent's-in-laws, 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 herein 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 years of employment, 4% after ten years, 6% after fifteen years, 8% after twenty years, and 10% after twenty-five 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.

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

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to the graduate training received insofar as carrying out the Employer's program. This education leave plan is in accordance with Ruling Eleven, personnel regulations of the State Division of Public Welfare. The Board shall permit at least three professional employees to obtain a Master's Degree in Social Work, and at least three 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 of Ruling Eleven and continues in the employ of the Employer for a period of 1½ months for every month that the Employer pays for the education as aforesaid, or as otherwise specified in Ruling Eleven, as amended.
3. Subject to Board approval, the cost of any graduate or undergraduate courses taken by permanent employees with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology, Business Administration, Public Administration or other job related fields will be reimbursed by the Board, provided that the employees make application, in writing, in advance, continue in full time employment with the Board and attain a passing grade. Such courses are to be taken at a New Jersey State Institution during non-working hours.
4. Any full time permanent employee who is matriculating in

one of the above specified areas, as a part-time student may receive tuition reimbursement for all required courses in pursuit of the degree, provided the employee enters into an appropriate written 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 for under Ruling Eleven.

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 position 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} ~~Institutions and Agencies~~, Division of Public Welfare, shall be made a part of this Agreement.

W 12/9/76 →
S 12/9/74
P 12-9-76
HK 12-13-76

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ARTICLE XXI

ASSOCIATION RIGHTS

1. The Association shall have the right to distribute through the employees' mailboxes and/or desks, all material dealing with the proper and legitimate business of the Association.
2. The officers of the Association and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Director, any conditions which may be a threat to the normal operating conditions of the Board.
3. The Board shall provide bulletin boards in the main rooms on all the floors occupied by the Passaic County Welfare Board in their main and branch offices, part of which bulletin boards may be used by the Association for posting notices, etc., pertaining to said Association.
4. The Association shall be allowed to install one suggestion box in the main and 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 or could have been 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 XXIV

TERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1976 and shall remain in effect to and including December 31, 1976 except as provided otherwise herein.
2. Negotiations on a successor contract shall commence on or about October 1, 1976 upon written notice by one party to the other, at least 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 contract's expiration date;

and further any provisions being so affected by the lack of appropriations by appropriate funding agencies shall be subject to renegotiation by the parties. The salary differential referred to in Article XIII and as specified in Schedule A, attached hereto, and incorporated herein by reference shall expire as of December 31, 1976. 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 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 14 (fourteen) cents a mile. In addition thereto, the Employer shall reimburse the said employees for the cost of the 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 \$120.00 per year. The employee shall present to the Employer evidence of the existence of said business liability insurance policy and the payment of same (ie., a receipted bill indicating payment of said premium) on the first of December of each year.

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 leases with its landlords insofar as the obligations of said landlords 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 Department of Labor and Industry, and local building and zoning codes.
3. The Employer may invite the Association as a participant during any future lease negotiations and/or building plans and negotiations, provided it is agreed that the Board reserves the right to make the final decisions 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 agrees to do whatever possible to minimize the variants of case load between employees of the same class and function.

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(s), upon request.

ARTICLE XXX

TRAINING

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

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. Two (2) Association members may represent employees in the negotiating unit pursuant to grievance hearings and procedures.
 - b. Seven (7) members of the Executive Board of the Association shall attend negotiating meetings if designated as the negotiating team.
 - c. Three (3) Executive Board members shall attend scheduled meetings with the Welfare Board if they are held during the day.
 - d. One (1) Executive Board member shall be permitted to speak to training classes for a period not to exceed one hour, for the purpose of informing new employees of their rights, benefits and obligations under the terms of this contract.

ARTICLE XXXII

PROMOTIONS

1. The Employer agrees to notify in writing all eligible em-

employees of any promotional opportunity. The eligible employees shall be given five (5) days time in which to respond in writing to indicate their interest in the promotional opportunity. If rejected for the position the employee upon request shall be informed by the employer of the reason for rejection.

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

The Employer shall provide security personnel for the Paterson and Passaic offices between the hours of 8:00 A.M. and 4:00 P.M.. Further should any substantial part of the staff be required to work overtime or on a holiday or Saturday or Sunday, such security personnel shall be on duty during the aforementioned times.

Handwritten notes:
11-24-21
11/24/21
11/24/21

ARTICLE XXVI

PROVISIONS INCONSISTENT WITH
FEDERAL AND STATE LAWS

In the event any provision of the within contract is inconsistent with or in violation of any appropriate, controlling federal or state law, then, in that event, the said federal or state law shall be controlling and the affected inconsistent provision in this contract shall not be binding upon the parties.

*From
W. H. H. H.
W. H. H. H.
D. 11/20/76*

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 15th day of December, 1976.

PASSAIC COUNTY WELFARE BOARD

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

ATTEST:

Kathryn Saccoman
KATHRYN SACCOMAN
SECRETARY-TREASURER

EMPLOYEES OF THE PASSAIC COUNTY
WELFARE ASSOCIATION

By John Koningswood
JOHN KONINGSWOOD, CHAIRMAN

ATTEST:

Peter Lund
PETER LUND
SECRETARY-TREASURER

Received, reviewed and approved by
the Division of Public Welfare, New
Jersey Department of Institutions
and Agencies

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

Dated: 8th day of December, 1976

SCHEDULE A

SALARIES AND COMPENSATION

The ranges for the following titles are the same as those setforth in Ruling 11, effective July 1, 1974 which Ruling was revised effective January 1, 1976, but does not provide for any change in range for the titles listed below.

Title	Range No.	Min.	Max.	Increment
Social Service Aide Trainee	3	4866		-
Social Service Aide	4	5109	6894	255
Clerk	3	4866	6567	243
Clerk Typist	5	5364	7240	268
Stock Clerk	5	5364	7240	268
Clerk Stenographer	6	5632	7606	282
Clerk Bookkeeper	5	5364	7240	268
Telephone Operator	6	5632	7606	282
Senior Clerk Stenographer	9	6521	8803	326
Senior Clerk Bookkeeper	7	5914	7986	296
Senior Clerk Typist	8	6210	8387	311
Senior Telephone Operator	8	6210	8387	311
Guard Public Property	8	6210	8387	311
Principal Clerk Stenographer	13	7925	10697	396
Principal Clerk Bookkeeper	11	7189	9702	359

(a) Employees in the above listed titles on and before December 31 1975, will receive a salary differential at the rate of 13.5% based on the minimum of their range effective January 1, 1976, which terminates on June 30, 1976.

AS 12/9/76
 18 12/9/76
 PL 12-9-76
 JK 12/13/76

AS 11/24/76
 PL 11-24-76
 PL 12/9/76
 RD 11/30/76

(b) Effective July 1, 1976, employees in the above listed titles on or before December 31, 1975, will have their salary rate adjusted step to step in accordance with Revised Ruling Eleven Part 1, Appendix 1, effective July 1, 1976, and in addition thereto will receive a salary differential at the rate of 6.5% based on the minimum step of their range which will terminate on December 31, 1976.

(c) Employees will receive a merit increment on the anniversary date of their employment during 1976 in accordance with Revised Ruling Eleven.

(d) Employees hired after January 1, 1976, will be placed at the minimum of the ^{salary} ~~revised~~ range in accordance with Ruling 11, Part 1, Appendix 1, ^{effective January 1, 1976} on the effective date of their employment.

(e) Effective 7/1/76 any employee in the above listed title whose gross annual salary is less than \$6000 shall have their gross annual salary adjusted to ~~5000~~ *the nearest step of the salary range to the amount of \$6000* such as the following:

12/13/76
 12-9-76
 12/9/76 →
 12/9/76
 12/13/76
 12/9/76
 12-9-76
 12/9/76
 11-24-76
 11/21/76
 11/30/76

<u>Salary Range</u>	<u>Step</u>	<u>Salary</u>
3	4	5987
4	3	6013
5	2	6027