# **AGREEMENT**

# between

# PROFESSIONAL WORKERS ASSOCIATION

and

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

JANUARY 1, 2004 - DECEMBER 31, 2008

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## PREAMBLE

This Agreement entered into this 19th day of February 2004 by and between the Passaic County Board of Social Services, and any successor thereto, hereinafter referred to as the "Employer" and the Professional Workers Association, and any successor thereto, hereinafter referred to as the "Union", has as its purpose the effectuation and continuation of harmonious relations as between Employer and the Union, the equitable procedure for the resolution of differences, the establishment of rate of pay, hours of work, and other conditions of employment. Said Agreement represents the complete and final understanding insofar as all issues covered by this Agreement between the Employer and the Union.

## ARTICLE I

## RECOGNITION

- A. In accordance with the Resolution passed by the Employer on the 21<sup>st</sup> day of March 1995, the Employer recognizes the Union as the exclusive collective negotiations agent for all employees agreed upon in said resolution as specified herein.
- B. The following titles are represented by the Union and are covered by this agreement:

ALCOUNTANT Administrative Analyst Assistant Administrative Supervisor Assistant Chief Investigator Assistant Training Supervisor Chief of Administrative Services Chief Clerk Chief Investigator Child Support Coordinator Child Support Supervisor Data Processing Coordinator Human Services Specialist 4 Legal Assistant Medical Social Service Assistant Paralegal Specialist Principal Account Clerk Principal Clerk Principal Clerk Stenographer Principal Clerk Typist Principal Data Entry Machine Operator Principal Telephone Operator Senior Data control Clerk Senior Investigator Senior Training Technician Social Work Supervisor Supervising Account Clerk Supervising Clerk Supervising Clerk Typist Supervising Telephone Operator Supervisor of Accounts Supervisor of Data Entry Supervisor of Property and Resources Systems Analyst Training Technician

C. In the event new titles are adopted or implemented during the life of this Agreement, all concerned parties shall negotiate to determine whether such title is appropriately part of either bargaining unit or administrative or confidential. It is recognized by the Employer that all supervisory titles are properly within the representation of the PWA.

## ARTICLE II

## MANAGEMENT RIGHTS

All of the powers, rights, prerogatives, duties, responsibilities, and authority that the Employer had prior to the signing of this Agreement are retained by the Employer except those that are, and only to the extent that they are, specifically modified by this Agreement and not contrary to public policy or any law of the State of New Jersey, or any rules, regulations or directives lawfully promulgated by and within the scope of authority of the State Division of Family Development, the New Jersey Department of Personnel or any other lawful divisions which have legal authority over the Board.

## ARTICLE III

## DUES CHECK-OFF

A. In accordance with 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount6s to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made. The revocation of this authorization shall be made in accordance with applicable statutes as presently existing or as may be amended. In addition, on or about June 1st and November 1st, the Employer shall submit to the Treasurer of the

Union a current list of employees from whom dues payments are being deducted upon request. In those cases where an employee decides to resign his or her Union membership, it shall be the obligation of the first party to become aware of such resignation to notify the other party in writing.

B. Upon thirty (30) calendar days written request by the Union, the Employer agrees to deduct a representation fee not to exceed 85% of union dues from non-union employees. The Union agrees to implement a demand and return system, and take such other actions as are necessary to conform to the applicable laws and regulations.

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

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

- 1. The Employer notifies the Union in writing of any claim, demand, suit or other potential liability within fifteen (15) days of receiving written notice of such. Should the Employer learn of any such claim, demand, suit or other potential liability prior to receipt of written notice, the Employer shall immediately notify the Union of same.
- 2. Any such claim, demand, suit or other form of liability is not the result of any type of willful misconduct or the Employer's willful imperfect execution of the obligations imposed upon it by this Article.
- 3. The Employer will cooperate with the Union in gathering evidence, providing witnesses including from its Administrative Staff, and in all other aspects of defending any such claim, demand, suit or action arising out of this Article.

If the Union so requests in writing within fifteen (15) days of the Employer's notification of the claim, suit, demand or action, the Employer shall surrender to the Union full responsibility for its defense of such claim, demand, suit or other action. Upon surrender of its defense rights, the Employer shall

continue to cooperate with the Union in the defense of any such claim, demand, suit or other action. If the Union does not timely exercise its right to defend the action against the Employer, the Union shall cooperate with the Employer in the defense of the matter, and will cooperate with the Employer in gathering evidence, providing witnesses and in all other aspects of defending any such claim, demand, suit or action arising out of this Article.

## ARTICLE IV

# REGULARLY PRESCRIBED HOURS OF WORK

- A. The regular work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week (Monday through Friday) except holidays as herein provided at Article VII. Normal hours of employment may be 6:00 a.m. to 6:00 p.m. Exception shall be permitted for staff stationed at outreach sites so long as the regular rules for the work week are maintained.
- B. A minimum of one half hour per day shall be allowed for lunch in accordance with the Employer's schedule.
- C. 1. Overtime: Overtime means the officially required performance by an employee of extra services entirely outside of the regularly prescribed hours of duty, which services are independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require same, and only when specifically authorized in advance by the Employer's Director or his designee. Staggered starts are considered within regular hours. Any employee who is directed and authorized by the

Employer's Director or designee to work in excess of forty (40) hours in any week will be paid time and one-half (1½) for those hours worked in excess of forty (40) hours and those employees who are required to work on a designated holiday shall receive, in addition to a contractual payment for the day, additional compensation at the rate of time and one-half (1½).

- 2. When work demands require, the Employer may direct any employee to work up to an additional five (5) hours per week at no additional compensation. Any directed work that exceeds forty (40) hours per week shall be compensated at the overtime rate of time and one half (1½).
- D. The safety of all field workers shall be safeguarded to the maximum extent in formulating and conducting work assignments.
- E. The Employer shall have the right to set schedules for the benefit of the agency.
- F. Department Heads shall have the responsibility of maintaining adequate coverage and work flow, and shall be given flexibility to make temporary adjustments to schedules to maintain same.
  - G. Lateness may be cause for disciplinary action.

### ARTICLE V

# GRIEVANCE PROCEDURE

## A. PURPOSE

- 1. The purpose of this procedure is to secure equitable solutions to the problems which may arise affecting the employment relationship.
- 2. Settlements or accommodations reached shall not affect the rights and/or obligations of any parties and shall not add to, subtract from or modify any terms of this agreement.

## B. DEFINITION

A "grievance" as defined by the parties hereto and contemplated herein, is a claim or allegation that there has been a breach, misinterpretation or improper application of the terms of this Agreement or any law or legally promulgated rule or regulation.

# C. PRESENTATION OF A GRIEVANCE

- 1. The presentation of all grievances shall be made by the Union exclusively through its representatives.
- 2. The Employer agrees that there shall be no loss of pay for reasonable time spent by the grievant in the presentation and processing of a grievance.
- 3. The time limits specified herein may be amended only by mutual agreement in writing.
- 4. The Union shall serve upon the Employer's Director or designee a written copy of any grievance setting forth the specific nature of the alleged breach, misinterpretation or improper application; the date same is

alleged to have occurred; and the specific section of this agreement or any law, rule or regulation allegedly breached, misinterpreted or improperly applied.

# D. STEPS OF THE GRIEVANCE PROCEDURE

1. Step One: A grievance shall be initiated by the filing of a written grievance signed by the grievant and a union representative with the Employer's Director or designee within ten (10) working days after the grievant/Union could reasonably be expected to know of its occurrence. Failure to act within ten (10) working days shall be deemed to be an abandonment of the grievance.

Within five (5) working days of receipt of the grievance the Director shall advise the Union of the designee, if any, assigned to act on the grievance for the Employer. A hearing on the grievance shall be conducted within thirty (30) working days of receipt of same. Within thirty (30) working days of said investigation, the Director or designee shall render a written decision on the grievance and serve same upon the Union.

2. Step Two: In the event a written decision is not timely rendered, the grievance shall be considered denied. In such event, or in the event the grievant/Union should be dissatisfied with the decision rendered, a written appeal may be made to the Personnel Committee of the Employer. Such appeal must be served upon the Employer within five (5) days of the expiration of time for hearing or decision or within five (5) days of receipt of a decision by the Director or designee. The Personnel Committee shall consider the appeal at the next regularly scheduled Personnel Committee meeting.

## 3. <u>Step Three:</u>

- a. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) calendar days of receipt of a decision from Step Two.
- b. (1) Any unresolved grievance, except matters involving discipline, appointment, promotion or assignment; or matters within the exclusive province of the New Jersey Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step Two decision.
- (2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Department of Personnel or any other body. The Union's decision to request the movement or a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (3) Where the grievance involves an alleged violation of individual right specified in New Jersey Department of Personnel Law and/or regulations or rules for which a specific appeal to the Department of Personnel is available, the employee may present his/her complaint to the Department of Personnel directly.
- c. Should the Union wish to move a grievance to arbitration, the Union shall notify both the Employer and the Public

Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least ten (10) working days prior to the first date of the arbitration hearing to frame the issues to be submitted to the arbitrator; to stipulate facts in the matter; to agree on documents to be submitted at the hearing; and to take whatever other actions may expedite the hearing.

- d. The arbitrator shall hear the matter on the evidence presented. The arbitrator shall have no authority to modify, add to, or subtract from this Agreement and the referenced policies. The arbitrator's decision shall be rendered within thirty (30) days of the close of the record.
- e. The costs and expenses of the arbitrator shall be borne equally by the Union and the Employer. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- f. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- g. The arbitrator may prescribe a remedy including money such as is required to make the employee or the Union whole. Such award shall be made only where permitted by law and must be consistent with this Agreement and the Employer's legal authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty or fine for the violation of this Agreement.

- h. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement,
- E. Employees shall not lose pay, nor receive any additional payment of overtime or compensatory time, for time spent either as a grievant or as a witness at any step in the processing of a grievance. The Designated Union Representative may serve as observer in any step of this process.
- F. Any Union obligation or right to investigate a grievance shall be exercised exclusively by the Designated Union Representative.

## ARTICLE VI

# DISCIPLINARY PROCEDURE

Discipline of any employee shall be imposed only on a progressive basis and only for just cause. Notwithstanding that the Employer accepts that progressive discipline shall be applied in all cases, the Employer reserves the right to terminate without previous discipline any employee who commits a particularly heinous offense involving moral turpitude. A disciplinary matter is defined as a charge that an employee has violated statute, rule, regulation, policy, procedure, directive or other obligations affecting the employment relationship which may result in any adverse action against the employee equivalent to an oral reprimand or greater sanction including, but not limited to, suspension or termination, disciplinary demotion, or other action which results in any decrease of pay.

- A. Disciplinary procedures shall be initiated by service upon an employee of written charges specifying the nature of the alleged violation and the fact that disciplinary action may be taken. Such initial notice need not specify the specific disciplinary action. The Employer agrees to serve a copy of all such charges upon the Union, simultaneous with service upon the charged employee.
- B. The Employer agrees to invite the Union to be present at any meeting or hearings in connection with such charges at which the charged employee is present except in those instances where said employee has waived Union representation by executing a standard written waiver of such representation.
- C. The Employer agrees that the Union shall be notified at least two (2) working days in advance of any meetings or hearings scheduled in connection with disciplinary charges where Union representation has not been waived, except in an emergency situation, in which case as much advance notification as is possible under the circumstances will be provided.
- D. In all cases the Employer shall, as a matter of course, advise the Union of the disposition of a disciplinary action, whether or not representation has been waived. In all cases where representation has been waived the Union shall be provided with a copy of the executed waiver.
- E. Nothing herein shall be construed as limiting, altering or otherwise affecting the rights, privileges or obligations of employees or the Employer under Civil Service law, rules or regulations.

# F. STEPS IN THE DISCIPLINARY PROCEDURE

- 1. Step 1. When the Employer suspects cause for disciplinary action an inquiry shall be held at the appropriate administrative level, as determined by the Employer, to determine whether or not there is probable cause for a charge to be issued against an employee.
- 2. Step 2. If probable cause exists and an employee is formally charged, the Director or Employer appointed Hearing Officer shall conduct a hearing within twenty (20) days of the serving of said charge on the employee. The Director or Hearing Officer shall render a decision and recommendation within thirty (30) days of said hearing.
- 3. Step 3. If the Employee disagrees with the decision of the Director or Employer appointed Hearing Officer, the employee/Union may:
- a. In cases of major discipline, file written comment on the decision of the Director or Employer appointed Hearing Officer.
- b. In cases of minor discipline, file a written appeal with the Personnel Committee of the Employer.
- c. It is understood that in cases of both major and minor discipline, appeals must be filed within twenty (20) days of receipt.

#### ARTICLE VII

### HOLIDAYS

A. The legal paid holidays are as follows:

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

- B. In the event any of the above statutory holidays fall on a Sunday, it shall be celebrated on the following Monday, and whenever such holiday falls on a Saturday, it shall be celebrated on the preceding Friday.
- C. Employees not in pay status on the full half day before or the full half day following a holiday shall not be eligible for holiday pay.
- D. Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be compensated at time and one half in addition to holiday pay.
- E. In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in the role of 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 county employees.

### ARTICLE VIII

#### VACATIONS

A. All employees shall be granted vacation leave as follows:

- 1. One (1) year of service through five (5) years of service, twelve (12) working days per year.
- 2. After five (5) years of service through ten (10) years of service, fifteen (15) working days per year.
- 3. After ten (10) years of service through fifteen (15) years of service, twenty (20) working days per year.
- 4. After fifteen (15) years of service through twenty (20) years of service, twenty-two (22) working days per year.
- 5. After twenty (20) years of service through twenty-five (25) years of service, twenty-five (25) working days per year.
- 6. After twenty-five (25) years of service, thirty (30) working days per year.
- 7. Service includes all continuous service with the Employer, or other county office provided there is no break in service of more than one (1) week.

## B. Vacation Policy

- 1. Requests for leave time of five (5) consecutive days or more which utilize vacation and/or administrative leave time shall be submitted prior to April 1st of any given calendar year.
  - 2. Employee requests shall be submitted in writing as follows:
- a. Supervisory staff shall submit requests to their department head.

- b. Department heads shall submit requests to the Personnel Officer.
- 3. Department heads and the Personnel Officer shall maintain a vacation schedule for all of the Employees within their jurisdiction.
- 4. Department heads and the Personnel Officer shall have flexibility in the granting of vacation requests so long as adequate work coverage is maintained.
- 5. Any properly submitted request for vacation shall be considered approved unless the employee is notified that same is denied no later than the third working day following the submission of the request. This provision shall not apply to any vacation requests submitted in the month of January.
- 6. a. Vacation requests shall be granted by seniority from January 1st through January 31st in any calendar year. Subsequent requests shall be granted on a first come first served basis.
- b. Seniority for this purpose shall be defined as permanent time in title. In the event of a tie, permanent time with the agency will be used.
- 7. The Director or designee shall have the authority to cancel an approved vacation in the event of substantial non-performance of work, for special projects or for the effective administration or implementation of the Employer's programs. Such cancellation will be subject to the grievance procedure. Where time is of the essence, the affected employee shall be

entitled to an immediate meeting with the Director or designee. The time limits on cancellation are as follows:

- a. For non-performance, five (5) working days prior to scheduled vacation.
- b. For special projects or effective administration or implementation of programs, twenty (20) working days prior to scheduled vacation.
- 8. All vacation shall be scheduled and taken in the calendar year in which it is earned, except that unused vacation time may be carried over into the following year and no further. Carry over shall be automatic and limited to the maximum number of days the employee earned in that year. Any accumulated, unused and earned vacation time beyond the said maximum shall be forfeited unless approval for an exception is approved by the Employer because of pressures of work or other cause considered good in the Employer's sole discretion.
- 9. Except as modified herein, vacation time is earned <u>pro rata</u> over the course of the year but will be credited on January 1<sup>st</sup> of each year in anticipation of full employment for the calendar year and is to be taken during the calendar year. As such, vacation may be taken in advance subject to the right of the Employer to receive reimbursement if the employee's employment is terminated prior to the end of the year.
- 10. Vacations may not be extended through use of sick leave and the Employer may require medical certification in the event of a sick day

following or preceding a vacation day. Vacation leave shall not be interchangeable with sick leave except under extraordinary circumstances, at the sole discretion of the Director or designee.

#### ARTICLE IX

## LEAVE OF ABSENCE WITHOUT PAY

- A. The Employer agrees to implement the provisions of the Family Leave Act.
- B. Leaves of absence without pay may be granted according to the Family Leave Act and at the sole discretion of the Employer, to permanent employees for any reason considered good by the Employer, for ninety (90) day periods (maximum), extendable in ninety (90) day periods. No leave of absence without pay may be granted beyond one year except upon approval of the New Jersey Department of Personnel for reasons established by the New Jersey Department of Personnel Regulations.
- C. The Employer agrees to maintain full health benefits for three (3) months beyond the statutorily required time period.
- D. Leave requests must be made in writing at least ten (10) days prior to a regularly scheduled meeting of the Employer's Board of Commissioners. The Director or designee may waive this time limit at his/her sole discretion. The Employee shall be notified in writing within five (5) days after the meeting of the Employer's Board of Commissioners at which said request was considered.

- E. Employees returning from leave will normally be returned to his/her permanent title.
- F. There shall be a calendar year accounting system used for the purpose of this article.
  - G. Unauthorized absence may be cause for disciplinary action.

#### ARTICLE X

#### SICK LEAVE

- A. It is recognized by the parties that an essential aspect of supervisory positions is to act in a manner that sets an example for staff members. This includes the responsibility to adhere to policies regarding absenteeism, lateness and use of time. Additionally, it is recognized by the parties that the ability to maintain a regular and predictable work schedule is an essential qualification for all supervisory personnel.
- B. Employee shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave, which means the absence of an employee from duty because of illness, injury, disability, exposure to contagious disease, necessary attendance upon a member of the immediate family who is seriously ill, or death in the family, on the basis of and in accordance with established Employer policy, subject to the rules and regulations of the New Jersey Department of Personnel.
- C. Sick leave is earned <u>pro rata</u> over the course of the year but is credited in advance on January 1st in anticipation of continued employment for

the full year. As such unearned sick time may be taken in advance subject to the right of the Employer to receive reimbursement if the employees employment is terminated prior to the end of the calendar year.

- D. Unused, earned sick leave shall accumulate from year to year.
- E. Sick leave of a duration of five (5) continuous days or greater shall require the employee to submit medical verification. Leaves of ten (10) consecutive days or greater shall require a written request for medical leave with a physicians medical form prescribing the leave and the reasons the sick leave is necessary.
- F. In all cases of sick leave, whether of short or long duration, except for approved medical leave of absence, the employee shall be required to report the reason for the absence prior to the employees scheduled start time. Supervisory employees shall report same to their department head and department heads shall report their absence to the Personnel Officer. Failure to report within the specified time frame may result in disciplinary action.
- G. Any employee who has used more than fifteen (15) sick days in a calendar year, or for whom there is reasonable cause to suspect abuse of sick leave, shall be required, beginning with the sixteenth (16th) day, or upon notice of suspected abuse, to submit a medical form within five (5) days upon return from each subsequent sick leave. For the purpose of this provision, sick leave of five (5) consecutive days or more shall be counted as one (1) day of absence toward the fifteen (15) day threshold.

- H. A pattern of excessive absenteeism may subject an employee to disciplinary action up to and including termination. For the purpose of this provision a medical leave of five (5) or more consecutive days shall be counted as one (1) day. Requests for accommodations may be made by an employee for chronic medical problems subject to verification of the chronic medical condition and the Employer's ability to provide reasonable accommodations.
- I. Workers Compensation Benefits shall be paid to employees who are temporarily disabled due to a condition covered by the Workers Compensation Law and shall receive the compensation/benefits required by law. In addition, the Employer agrees to supplement such benefits so as to provide said employees with the equivalent of seventy percent (70%) of their regular salary during such period of temporary disability. This shall not be construed as prohibiting utilization of earned sick leave, which may be taken at the employee's sole discretion, in lieu of such benefits for all or a portion of such temporary disability.
- J. In the event of early departure due to illness, the employees sick leave shall be debited in hourly increments for each hour, or fraction thereof, taken. In the event the Employer implements the use of time clocks, employees will be permitted to utilize up to a maximum of fourteen (14) hours in half (½) hour segments.

## ARTICLE XI

## HEALTH AND WELFARE

- A. Throughout the term of this Agreement, the Employer shall provide to all employees and their families health, medical and hospital insurance. Such insurance shall be equal to or better in care quality, range of providers, cost to employees, timeliness of payment and all other consumer criteria than the Blue Cross/Blue Shield PACE Program together with Rider J and Major Medial in effect on September 30, 1992. However, the Employer may utilize a deductible of two hundred dollars (\$200.00) per individual and four hundred (\$400.00) per family.
- B. In addition to the benefits specified above the Employer shall provide the following:
- 1. A prescription drug plan with a deductible provision of zero dollars (\$0.00) for generic drugs, ten dollars (\$10.00) for non-generic drugs and zero dollars (\$0.00) for mail order program drugs per prescription for each renewal thereof, to all employees and their families under the Blue Cross Prescription Drug Program.
- 2. Dental insurance, for the employee only, to all employees under the existing New Jersey Horizon Dental Plan.
- 3. The Employer will provide for a maximum reimbursement of two-hundred dollars (\$200.00) for optical expenses for the employee only to all employees under the Employer's Self-Funded Optical Plan in any given calendar year.

Reimbursement is limited to the actual cost of the optical expenses incurred.

- 4. Disability Insurance to employees eligible under the State Disability Insurance Program.
- 5. The Employer reserves the right, upon ninety (90) days notice to the Union and the County of Passaic, to obtain health insurance coverage for its employees outside of and apart from the Passaic County Health Plan so long as such coverage is equal to or better than existing coverage. In the event the Employer exercises this option the Union shall have the same rights and privileges as specified in paragraph six (6) hereof.
- The Employer reserves the right to select the provider(s) of the benefits set forth in this article so long as such provider(s) offers employees benefits and services identical to or better than those specified in Paragraphs A and B of this Article. The Employer will give the Union maximum possible notice of any intended change of these existing health carriers. In the event of a change in carrier, the Union and the Employer will exchange the names of up to five (5) health care underwriters who have offices in Passaic County. The parties will then attempt to mutually select an underwriter to certify that there is no diminution of the existing benefit level or to certify the differences. If the parties are unable to agree on the issue of selecting an underwriter, the Board will have the right to select any underwriter appearing on either list, and it will be considered a mutual selection if the Employer chooses an underwriter from the Union list. A mutual selection shall mean that the Union and the Employer will mutually and equally share the cost of the underwriter's services, and the Union will accept the determination of the underwriter. If, however, the

Employer does not choose one of the underwriters submitted by the Union, the Union will not be bound by the underwriter's determination nor will the Union share the cost.

## ARTICLE XII

# INSURANCE AND RETIREMENT BENEFITS

- A. The Employer agrees to provide retirement benefits and life insurance coverage in accordance with the Passaic County Retirement Benefits and/or Public Employees Retirement System (PERS), and the life insurance coverage programs provided by the County of Passaic.
- B. In accordance with the provisions of the Passaic County Board of Chosen Freeholders Resolution of June 4, 1975, all employees who retire under one of the above retirement systems shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$12,000). In the event an increase in this amount is allowed by the County of Passaic, the contractual employee shall also receive a parity increase as given to County employees. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sump payment. Those employees who have a separation from employment (excluding layoffs)

on or after January 1, 1974 shall be entitled to apply, for lump sum purposes, only the unused accumulated sick leave which was earned from the date of return to employment from the most recent separation prior to the effective date of retirement.

- C. Employees who retire after twenty-five (25) years of service and are eligible for medical insurance coverage as a retirement benefit shall have the option of purchasing prescription drug coverage under the Employer's policy at said retiree's sole expense.
- D. The parties agree it is their intention to implement medical coverage, bereavement leave, leaves of absence, retirement and insurance benefits for domestic partners. Discussions will continue during the year 2004 with the intent of implementation on or before January 1, 2005.

#### ARTICLE XIII

## SALARIES AND COMPENSATION

The parties agree that the following adjustments shall be made to salaries and compensation:

A. As of 12:01 a.m., on the dates indicated, all Salary Ranges covered by this agreement will be increased across the board as follows:

1.	2004	3.9%
2.	2005	3.6%
3.	2006	3.6%
4.	2007	3.6%

- B. The titles of Paralegal Specialist and Medical Social Service Assistant be placed on range 21A effective January 1, 2004.
- C. Effective January 1, 2004 any employee who has achieved twenty-five (25) years or more of service with the agency and is at the maximum of their salary range and has been paid at the maximum of their salary range for least one (1) full year will then be placed on a newly created step ten (10) of the compensation schedule.
- D. For the years 2004 through 2008, employees whose performance has received at least a fully satisfactory rating as determined by the agency performance evaluation review and who have not reached the maximum of their range shall be entitled to a merit increment on their assigned quarterly anniversary date.
- E. For the purpose of implementing the provisions of Paragraph D, the anniversary date shall be defined as follows for all employees hired during the term of this agreement:

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

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

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

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

F. All other employees shall retain their quarterly anniversary date of record. In cases of promotion or reclassification the anniversary date of the

employee shall be determined in accordance with procedures set forth in Article XXVIII.

#### ARTICLE XIV

## ADMINISTRATIVE LEAVE

- A. All employees covered by this agreement shall receive thirty (30) hours of administrative leave time per calendar year. Administrative leave shall be credited in advance in January of each calendar year, but earned at the rate of one (1) day per three (3) months or major fraction thereof. Administrative leave may be taken in advance subject to the Employer's right to receive reimbursement if the employee terminates employment prior to actually earning said leave.
- B. Administrative leave is intended to be utilized for the following reasons in priority order:
  - 1. Emergencies
  - 2. Observation of religious or other days of celebration excluding public holidays.
  - 3. Personal Affairs

Said priority order shall be followed in granting administrative leave in the event requests are in conflict and proper conduct of Agency business requires denial of same.

C. Supervisory staff shall require the approval of the department head and department heads shall require the approval of the

Personnel Officer for request for administrative leave time. Department heads and the Personnel Officer shall have complete flexibility in granting/denying time requested so long as they maintain adequate departmental coverage and the proper conduct of Agency business.

D. Administrative leave time shall not accumulate and must be used in the year in which it is earned or forfeited.

#### ARTICLE XV

#### BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave per calendar year for bereavement purposes to include wife, husband, mother, father, step-parents, parents-in-law, child, foster-child, step-child, sister, brother, grandparents, great-grandparents, grandchildren and great-grandchildren. Further, all employees shall receive one and one-half (1½) days per calendar year for bereavement purposes to include sister-in-law, brother-in-law, grandparents-in-law, daughter-in-law and son-in-law. If in any given year more than one (1) of any of the following relatives shall pass away, an additional two (2) bereavement days shall be granted: wife, husband, mother, father, step-parents, parents-in-law, child, foster-child, step-child, sister, brother, grandparents, great-grandparents, grandchildren and great-grand children.

#### ARTICLE XVI

#### SENIORITY

Seniority, which is defined as continuous, unbroken permanent employment in grade and as service with the Agency regardless of position or status, will be given due consideration by the Employer with respect to promotions, demotions, layoffs and recalls. Nothing herein shall contravene statutes, or Department of Personnel rules or regulations.

#### ARTICLE XVII

#### LONGEVITY

- A. The Employer agrees to provide longevity payments to persons in the employ of the Employer on December 31, 1992 according to the following:
- 1. After completion of 7 years of service, two percent (2%) of base salary.
- 2. After completion of 10 years of service, four percent (4%) of base salary.
- 3. After completion of 15 years of service, six percent (6%) of base salary.
- 4. After completion of 20 years of service, eight percent (8%) of base salary.
- 5. After completion of 25 years of service, ten percent (10%) of base salary.

- B. The Employer agrees to provide payments to persons in the employ of the Employer and hired after January 1, 1993 according to the following:
- 1. After completion of 10 years of service, two percent (2%) of base salary.
- 2. After completion of 15 years of service, four percent (4%) of base salary.
- 3. After completion of 20 years of service, six percent (6%) of base salary.
- 4. After completion of 25 years of service, eight percent (8%) of base salary.
- 5. After completion of 30 years of service, ten percent (10%) of base salary.
- C. Every full time employee, classified or unclassified, of the Employer shall be paid longevity payments as provided herein on a pro-rated basis with each salary check during the calendar year and such payments shall be considered as part of the total salary.

#### ARTICLE XVIII

#### **EQUAL TREATMENT**

The Employer and the Union agree that there shall be no discrimination against, adverse employment action or favoritism shown, any employee because of age, sex, marital status, sexual preference, race, color, creed,

national origin, political affiliation, armed forces obligation, physical handicap, union membership or legal union activity.

#### ARTICLE XIX

#### **UNION RIGHTS**

- A. The Union has the right and responsibility to represent the interests of all employees within the bargaining unit; to present its views to the Employer on matters of concern, either orally or in writing; to consult the Employer with regard to policies, practices, and/or decisions affecting its members; to be consulted by the Employer or its designees whenever possible; to use all available legal means to protect, preserve and ensure just treatment of all employees; to enter collective negotiations with the objective of reaching an equitable agreement applicable to all members of the bargaining unit.
- B. The Employer will provide office space for the exclusive use of the Union in the Employer's main office.
- C. The Union shall have the right to make reasonable use of the Employer's internal mail system for legitimate Union business. It is understood that this does not include use of the agency's postage machines.
- D. The Union may post notices on the bulletin board provided and distribute material related to legitimate Union business to employees, provided same is done in a reasonable manner so as to avoid disruption of agency business. Paid time for posting of notices and distribution of materials is limited to Executive Board of the Union.

- E. The Union may consult with the Employer on matters of concern including, but not limited to, grievances, disciplinary actions, work rules, legislation, and any other matters concerning fair representation of the employees.
- F. The Union President shall be granted such paid time as necessary for the proper administration of Union business, the fair representation of the Bargaining Unit, and the legitimate concerns and duties of office. All other members of the Executive Board of the Union shall be granted paid time as necessary, only by mutual agreement between the parties. For any negotiations, the Union may designate its members of the Union negotiating team. If said negotiations are conducted during work hours said team may serve without any loss of pay.
- G. Unless otherwise specifically provided for in this Agreement, employees shall not be permitted to consult with the Union President or designated executive board members during the employee's regularly prescribed hours of work except during the employee's lunch period or authorized break time. Exceptions may be made by the Director at the request of the Union. Employees shall be permitted to consult with representatives of the Union outside the employee's regularly prescribed hours of work at the Employer's office between the hours of 6:00 a.m. and 6:00 p.m.

### ARTICLE XX

# 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 XXI

# SEPARABILITY AND SAVINGS

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

## ARTICLE XXII

#### PARKING

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

## ARTICLE XXIII

## CONDITIONS OF EMPLOYMENT

- A. The Employer agrees to maintain working conditions at a level which will create a comfortable and safe environment within which employees must work.
- B. The Employer shall maintain working conditions which meet the applicable existing regulations.

## ARTICLE XXIV

# CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

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

## ARTICLE XXV

## WORK LOAD

The Employer will do everything within its power to maintain work loads at a reasonable level.

## ARTICLE XXVI

## PERSONNEL FILES

- A. All employees will be notified of, and their signatures required on, all "non-ordinary" documents to be entered into their personnel files, and given a copy of that document upon request. An "ordinary" document is defined as one which has no adverse implications for the employee. Whether a document is "non-ordinary" is determined by a policy agreed upon by the parties. If no such agreement exists, the Employer shall make said determination initially and the affected employee, as well as the Union, shall retain the right to contest said determination for a period not to exceed two (2) years following the first review of said file by said employee or his/her designee following the insertion of the document in question into said file.
- B. Employees may review their personnel files at a time convenient to the Employer, with an administrator present in the room during such review. The employee shall not have access to letters of recommendation which may be in the file.
- C. Employees may designate in writing that a Union representative may review their file or specific parts thereof. A copy of this written authorization will be placed in the file.
- D. Reviews of an employee's personnel file shall be limited to one (1) per year unless additional review is necessary for a grievance or disciplinary action.

## ARTICLE XXVII

#### TRAINING

- A. Any employee who has been transferred or promoted shall be given reasonable training needed to satisfactorily perform the job to which he/she has been transferred or promoted.
- B. The Employer shall post, in a designated area, the training opportunities approved for employees by the Employer.
- C. The Employer retains the right to postpone or defer the above mentioned training for good cause within its discretion and in times of emergency.
- D. Each member of the supervisory unit shall be required to engage in continuing education or training in areas relevant to the work of the agency and selected to increase productivity and efficiency. The employer shall provide opportunities for training during work hours at agency expense. The union shall develop training opportunities for its members during non-work hours. The employer agrees to pay to the union the sum of \$200.00 per year per employee trained subject to approval of course content and attendance. It is understood that supervisors attending such training shall do so on their own time and without compensation from the employer. Training shall be arranged by the union and may be accomplished through the cooperative efforts with other agency schools, organizations or independently. Management reserves the right to monitor training activity and withhold payment if course content is not related to the agency or the course is found otherwise unacceptable.

## ARTICLE XXVIII

## **PROMOTIONS**

- The Employer agrees to notify, in writing, all eligible employees of A. any promotional opportunity. Promotional opportunity is defined as a higher salaried position amongst titles represented by the PWA. It is understood that utilization of the Department of Personnel in-line promotional procedures shall take precedence. Qualifications for positions are established by Department of Personnel. The criteria upon which selection for promotional positions are made shall be at the discretion of the Employer in accordance with sound management principles and allowable Department of Personnel rules and regulations. The Employer agrees to make every reasonable effort to consider and select for promotional positions from among existing personnel using all allowable procedures, rules and regulations of the New Jersey Department of Personnel. It is understood that the Employer will not be required to promote from outside a title series where in-line personnel are available.
- B. The Employer agrees to post the qualifications for any promotional positions and the criteria upon which selection is to be based, in a prominent place in each office, at least seven (7) days prior to the deadline for application for the position.
- C. Employees shall be notified of the deadline set for a position and employees shall indicate interest in the position, in writing to the Employer's

Personnel Officer. Failure to apply in writing may be considered as lack of interest in the position.

- D. The Employer agrees to fairly consider all qualified employee applicants for a position.
- E. In consideration for permanent appointment, prior provisional status in the position shall be a significant factor in favor of appointment but shall not be the sole determinant.
- F. The Employer retains the management right and prerogative to determine at its discretion and subject to the Department of Personnel allowable rules and regulations which employee is most qualified for a position. If rejected for a position the employee, upon submission of a written request, shall be given the reason for rejection.
- G. Permanent employees promoted/appointed into titles represented by the Professional Workers Association shall in all instances be placed on the sixth (6th) step of the applicable salary range.
- H. Any employee hired into a title represented by the Professional Workers Association from outside the agency shall be placed at the entry level step of the appropriate salary range.
- I. Employees in titles represented by the PWA promoted or reclassified to another title within the PWA with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one (1) increment of the present salary range plus the amount (if

necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

In those situations in which the employee's salary adjustment equals two (2) or more increments in the old range, a new anniversary date shall be assigned. The new anniversary date shall be assigned on the basis of the effective date of the salary increase.

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

## ARTICLE XXIX

## GENERAL PROVISIONS WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union as 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 Family Development.

## ARTICLE XXX

#### TIME RECORDS

Employees shall be required to maintain a daily audit trail card, provided by the Employer. Department Heads will monitor the supervisory personnel within their departments and the Personnel Officer shall monitor the Department Heads. Falsification of time and leave records will be cause for termination. Employees may be required to use the Agency time clocks as an appropriate loss of privilege due to lateness, unauthorized absence, or other offense where such disciplinary action could reasonably be considered appropriate.

#### ARTICLE XXXI

#### TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2004 and remain in effect up to and including December 31, 2008 except as provided otherwise herein.
- B. Negotiations on a successor contract shall commence on or about October 1, 2008 and upon written notice by one party to the other at least ninety (90) days prior to the expiration date of this Agreement.
- C. By agreement and subject to appropriations by appropriate funding agencies, this Contract and its provisions shall remain in full force and effect for a reasonable period of time during any negotiations that take place on any new contract subsequent to the expiration date of this Contract. The Employer shall continue to engage in timely and meaningful collective negotiations with the Union.

# PASSAIC COUNTY BOARD OF SOCIAL SERVICES

by:	
ATTEST: MARKVSCHIFFER DIRECTOR	
JOSEPH JONES, SECRETARY TREASURER	
ATTEST:  FRANK SCIRO, CHIEF COUNSEL	
PROFESSIONAL WORKERS ASSOCIATION	
by: BRUCE IMEG PRESIDENT	
ATTEST:  BRUCE JAMES, PRESIDENT	
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SUSAN O'NEIL, TREASURER	

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	1000,	42986	44662	46270	47936	49662	51052	00.00	45139	46899	48588	50337	52149	53609	A730E	49243	51016	52853	54755	56289		49760	51701	53562	55490	57488	59097		52254	54292	56246	58271	69809	
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DATE	1	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08	00/10/01	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08		12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08		12/31/03	11/01/04	01/01/05	01/01/06	01/01/07	
	2000	ひして アロス ひ						200	SUPV OF ACC						SR TRAIN TEC 1		ECRETA	1				ADMIN ANALY 1		>	K SUPV		Legal Spel	Med Soc Serv.	SR ACCOUNTA 1	ASST SUPV Pf 01/01/04	& RESOURCES 0	0	0	

COMPENSATION SCHEDULE 1/104-12/31/08

	SAL	3420	3544	3671	3803	3910		3457	3592	3721	3855	3994	4106		3419	3552	3680	3813	3950	4061		3590	3730	3864	4003	4148	4264		3772	3919	4060	4206	4358	4480	
over 25 yrs	01	91203	94487	97888	101412	104252		92184	95779	99227	102799	106500	109482		91191	94747	98158	101692	105353	108303		95759	99494	103075	106786	110630	113728		100563	104485	108246	112143	116180	119433	-
	00770	87784	90944	94218	97610	100343		88726	92186	95505	98943	102505	105375		87772	91195	94478	97879	101403	104242		92169	95764	99211	102783	106483	109464		96791	100566	104186	107937	111823	114954	
0	04404	84364	87401	90547	93807	96433		85271	88597	91786	95090	98514	101272		84353	87643	90798	94067	97453	100182		88578	92033	95346	98778	102334	105200		93020	96648	100127	103732	107466	110475	
<i>L</i> <sub>w</sub>	70077	80945	83859	86878	90006	92526		81814	85005	88065	91235	94520	97166		80934	84090	87118	90254	93503	96121		84988	88303	91481	94775	98187	100936		89239	92719	96057	99515	103098	105985	
ď	74646	77526	80317	83208	86204	88618		78356	81412	84343	87379	90525	93059		77514	80537	83436	86440	89552	92059		81396	84570	87615	90769	94037	96670		85476	88810	92007	95319	98750	101515	
·	71306	74108	76776	79540	82403	84710		74898	7/819	80621	83523	86530	88952	1 0 0 0	74095	76985	79756	82627	85602	87999		77806	80840	83751	86766	89889	92406		81710	84897	87953	91119	94400	97043	
P	68031	70684	73229	75865	78596	80797		71443	(4229	76902	79670	82538	84849	110001	//90/	73433	76077	78816	81653	83939		74214	77108	79884	82760	85739	88140		77934	80973	83888	80698	90037	92558	
r	64743	67268	06969	72198	74798	76892		97.0007	/063/	73180	75815	78544	80743	1 0 0	/27/0	69880	72396	75002	77702	79878		70624	73378	76020	78757	81592	83876		74162	77054	79828	82702	85679	88078	
2	61448	63844	66143	68524	70991	72979	1	04528	07.040	69459	71960	74550	76638	00000	ರಿನಡಿನಡ	66328	68715	71189	73752	75817		67033	69647	72155	74752	77443	79612	0	0880/	73135	75768	78496	81322	83599	
	58156	60424	62298	64853	67188	69069	71070	010/1	03433	65737	68104	70555	72531	07700	904   8	62775	65035	67377	69802	71757		63441	65915	68288	70747	73293	75346	0.000	66619	69217	71709	74290	76965	79120	
	54864	57004	59056	61182	63384	65159	7,0	2/0/0	10000	62016	64249	66561	68425	27000	00075	59223	61355	63564	65852	67696		59851	62185	64424	66743	69146	71082	17.000	02847	65298	67649	70084	72607	74640	
RANGE	23A	(63)					< F.C	744 (6.4)	(04)					V 3 C	HC7	(69)						26A	(99)			THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TRANSPO		· 1	7/A	(77)					
DATE	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08	40/04	04/04/04	101/01/04	50/10/10	01/01/06	01/01/07	01/01/08	40/04/00	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08		12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08	00, 70,	12/31/03	01/01/04	01/01/05	01/01/06	01/01/07	01/01/08	
	ADM SUPV SV	1 1			***************************************		VOLIO OT TOO	100 C	2 0	DYCY IIII	ASSI CHIEF IN			0000	+	OOKCH HOKCH					***************************************			and the second s		A CONTRACTOR OF THE PARTY OF TH		141740 4	ADMIN .	SUPV	**************************************	)	}		