

AGREEMENT

between

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION,

CWA LOCAL 1073 AFFILIATED WITH THE COMMUNICATION

WORKERS OF AMERICA, AFL-CIO

and

PASSAIC COUNTY BOARD OF SOCIAL SERVICES (Employees)



X JANUARY 1, 1987 - DECEMBER 31, 1989

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AGREEMENT  
BETWEEN  
EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION,  
CWA LOCAL 1073  
AFFILIATED WITH THE  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
and  
PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
January 1, 1987 - December 31, 1989

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PREAMBLE

This Agreement entered into this 24 day of MARCH 1984 by and between the Passaic County Board of Social Services, hereinafter referred to as the "Employer" and the Employees of Passaic County Welfare Association, CWA Local 1073 affiliated with the Communications Workers of America, AFI-CIO, hereinafter referred to as the "Union", has as its purpose the effectuation and continuation of harmonious relations as between the Employer and the Union, the establishment of an equitable procedure for the resolution of differences, and the establishment of rate of pay, hours of work, and other conditions of employment, and said Agreement represents the complete and final understanding insofar as all issues covered by this Agreement between the Employer and the Union are concerned.

ARTICLE I  
RECOGNITION

In accordance with the Resolution passed by the Employer on the 15th day of July, 1970, the Employer recognizes the Union as the exclusive collective negotiations agent for all employees except the Director, Deputy Director, Personnel Officer, CSP Coordinator, DCU Coordinator, Supervisor of Administrative Services, Administrative Supervisors, Assistant Administrative Supervisors, Training Supervisor, Assistant Training Supervisors, Fiscal Officer, Assistant Fiscal Officer, Accountants in the Fiscal Department, Supervising Account Clerk, Chief Clerk, Chief Clerk of Accounts and Controls, Supervising Clerk, Chief Investigator, Assistant Chief Investigator, Public Information Officer, Supervisor of Property and Resources, Asst. Supervisor of Property and Resources, Management Specialist, Administrative Analyst, Personnel Assistant, Supervising Personnel Clerk, Legal Assistant, Confidential Employees assigned to the Director, Deputy Director or Personnel Officer, Auditors, Counsels, Senior Training Technicians, Senior Personnel Assistant, Administrative Secretary, one (1) Secretary to the Public Information Officer, and any other management level titles which may be implemented by the Employer during the life of this Agreement. As established by prior practice and agreement and except as specified hereinbefore the Employer and the Association recognize the right of supervisory employees to be fully represented by the Union in all matters of collective negotiations.

Notwithstanding the above, new employees shall not be represented by the Union until the 91st calendar day of employment. Anyone re-employed shall be considered a new hire except those re-employed after a period of layoff.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

DUES CHECK OFF

Section 1

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made. The revocation of this authorization shall be in accordance with applicable statutes as presently existing or as may be amended. In addition, on or about June 1st and November 1st, the Employer shall submit to the Treasurer of the Union a current list of employees from whom dues payments are being deducted upon request. In those cases where an employee decides to resign his or her Union membership, it shall be the obligation of the first party to become aware of such resignation to notify the other party in writing.

Section 2: (To become effective on April 1, 1987.)

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

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

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

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

Agency Shop provision provided that:

1. The Employer notifies the Union in writing, within fifteen (15) days of receiving written notice of any claims, demands, suits or other form of liability.
2. A claim, demand, suit or other form of liability is not the result of any type of willful misconduct by the Employer's willful imperfect execution of the obligations imposed upon it by this Article.

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

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

ARTICLE IV

REGULARLY PRESCRIBED HOURS OF WORK

1. The official work week shall consist of thirty-five (35) hours per week, seven (7) hours per day (8:30 a.m. - 4:30 p.m.), five (5) days per week (Monday thru Friday), except holidays as herein provided. The work week will be flexible in terms of staff stationed in outreach sites between the hours of 8:00 a.m. and 5:00 p.m. as long as the principle of a thirty-five (35) hour week and a seven (7) hour day is followed.

2. One hour per day shall be allowed for lunch in accordance with Employer's schedule.

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

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

the basis of straight time for those hours worked.

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

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

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

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

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

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

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

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

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

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

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



reprisal.

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

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

#### B. Definitions

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

1. a breach, misinterpretation or improper application of the terms of this Agreement, which shall be known as a "contractual grievance" and may be processed through all steps of the procedure outlined herein; or

2. a violation, misinterpretation or inequitable, unjust or improper application of rules, regulations, existing policy or orders issued by the Employer, which shall be known as a "non-contractual grievance" and may be processed up to and including Step Five of the grievance procedure.

#### C. Presentation of a Grievance

1. In the presentation of a non-contractual grievance, the aggrieved party or parties may present his, her or their own grievance or elect to designate the Union to present the grievance. This shall not apply to contractual grievances which shall be presented by the Union exclusively. Nothing herein contained shall be construed as limiting the right of any employee having a personal problem to discuss the matter informally with any appropriate member of the Administration, and having the problem adjusted without the intervention or involvement of the Union; the question as to whether or not said problem is personal shall be resolved in the sole discretion of said employee.

2. Should the aggrieved party or parties elect to present his, her or their own grievance, this shall be so indicated in writing at Step One of the grievance procedure. The Employer shall inform the Union Grievance Officer in writing of the final disposition of all such grievances.

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

4. The Union Grievance Officer or one (1) duly designated member of the Union Executive Board shall be allowed reasonable

time off with pay during working hours to investigate each grievance.

5. The time limits specified herein may be amended only by mutual agreement in writing. In the event no decision is forthcoming within the prescribed time limits, the grievant may, upon notice, proceed to the next step of the procedure.

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

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

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

9. The Employer's Director or his designee shall be permitted to review the written decision resolving each grievance at Step One or Step Two. Such review shall be for a period of ten (10) working days from the date the Director or his designee is served a copy of the written decision by the Union Grievance Officer. In the event the Director disapproves the written

decision, he shall present his reasons in writing to the Union Grievance Officer and schedule a formal hearing within five (5) working days. Should the Director or his designee not disapprove of a written decision within the prescribed time limit, the matter shall be resolved in accordance with such written decision.

#### D. Steps of the Grievance Procedure

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

1. STEP ONE - the grievant shall institute action under the provisions hereof, in writing, signed and delivered to his/her immediate superior as designated by the appropriate chain of command as promulgated by the Employer, within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she could reasonably be expected to know of its occurrence. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision and serve same upon the grievant in writing and signed within four (4) working days after receipt of the grievance.

2. STEP TWO - If the grievant is dissatisfied with the immediate superior's decision he/she shall file the complaint, in

writing and signed, with the Administrator designated as next in line by the appropriate chain of command and the Personnel Officer within three (3) working days. The Administrator shall conduct a hearing and render a decision and serve same upon the grievant, in writing and signed, within four (4) working days after receipt of the grievance. These time limits and requirements shall apply at each step as the grievance is forwarded up the chain of command. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

3. STEP THREE - If the grievant is dissatisfied with determination at Step Two he/she shall file the complaint within three (3) working days, in writing and signed, with the Personnel Officer. The Personnel Officer shall conduct a hearing and render a decision in writing within ten (10) working days after receipt of the grievance. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

4. STEP FOUR - In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Employer's Director within five (5) working days following the final determination at Step Three. The grievant may be represented by the Union Grievance Officer or other duly designated member of the Union Executive Board at any

hearing held on the grievance. The Employer's Director, or his designee, shall render a decision, in writing and signed, within ten (10) working days after receipt of the complaint. In the event a designee is to act on behalf of the Director, the grievant will be so notified prior to any hearing or meeting. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

5. STEP FIVE - should the grievant disagree with the decision of the Employer's Director or his designee, said grievant may, within five (5) working days, submit to the Employer a signed written statement specifying the issues in dispute. If such statement is submitted at least ten (10) working days prior to a regular monthly meeting of the Employer's Board of Commissioners or three (3) working days prior to a regularly scheduled meeting of the Employer's Personnel Committee, said Committee shall, at that meeting, review the decision of the Director together with the statement of issues in dispute submitted by the grievant. If the statement is not submitted within the prescribed time prior to the specified meetings, the matter shall be scheduled for review at the next regularly scheduled meeting of the Personnel Committee of the Employer in the following month. The grievant or the Union may elect to appear before the Board of Commissioners or the Personnel Committee, as appropriate, except that the Board of

Commissioners reserves the right to delegate fact finding and hearing responsibilities in a specific matter to the Personnel Committee. In the event such delegation is made the Union shall be privy to the fact finding report and be permitted to file a written report with, and make an oral presentation to the Board regarding the grievance prior to a final determination. The Employer shall render a decision in writing within ten (10) working days after the meeting at which the matter is reviewed. Failure to act within the prescribed time limit shall constitute an abandonment of the grievance.

6. STEP SIX - should the grievant and the Union be dissatisfied with the Employer's decision a request for fact finding may be submitted. Such request must be made, and the Employer notified in writing, within ten (10) working days of receipt of the Employer's determination; however, no fact finding hearing shall be scheduled sooner than thirty (30) days after such determination. The fact finder's recommendations shall be in writing and set forth the findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which will bind the parties and the opinion shall be advisory in nature only. The fact finder shall have no authority to add to, subtract from or modify the terms of this Agreement. The fact finder will be selected through mechanisms provided by the New Jersey Public

Employment Relations Commission or other appropriate means agreed upon by the Union and the Employer. The cost of the fact finder shall be equally shared between the Employer and the Union.

E. Disciplinary Procedure

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

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

2. The Employer agrees to invite the Grievance Officer and a designated member of the Union Executive Board to be present at all such charges as described above except in those cases where the charged employee has signed the standard written waiver of Union representation.

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

writing.

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

5. Disciplinary actions may be appealed through use of the Grievance process.

6. Nothing herein shall be construed to prohibit the Employer from meeting with employees in the normal course of business. It is agreed, however, that at the point the Employer or its representative suspects a violation by the employee, the meeting shall be terminated pending a formal hearing.

F. Discrimination Complaints

Notwithstanding the steps of the grievance procedure outlined above, all grievances which contain an allegation of discrimination shall be filed directly at Step Three and the Step Three hearing officer for these grievances only shall be the Board's Affirmative Action Officer.

ARTICLE VI  
HOLIDAYS

1. The legal paid holidays are as follows:

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

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

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

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

5. In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in his role as Chief

Executive of the State of New Jersey, declares a holiday by proclamation or when the Board of Chosen Freeholders of Passaic County declares a holiday for all county employees.

ARTICLE VII  
VACATIONS

All employees shall be granted vacation leave as specified as follows:

1. One (1) working day for each full month of service or major fraction thereof during the first year (i.e. one (1) vacation day for each month of service or fraction thereof computed to the date of vacation).
2. After one (1) year of service through five (5) years of service, twelve (12) working days per year.
3. After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year.
4. After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year.
5. After twenty (20) years of service, twenty-five (25) working days per year.
6. Service includes all temporary continuous service immediately prior to permanent appointment with the Passaic County Board of Social Services, or other county office provided there is no break in service of more than one (1) week.
7. Seasonal employees may be granted vacation leave of one (1) day per each month, or major fraction thereof of full time service.
8. Accumulation of vacation - where in any calendar year

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

9. Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned, except that unused vacation time, to a maximum of nine (9) vacation days, may be carried over into the following year and no further. Such carryover shall be automatic, provided that the employee has accumulated no more than nine (9) unused and earned vacation days, at the end of the calendar year. Any accumulated, unused vacation time in excess of nine (9) days may not be carried over and will be forfeited by the employee unless said excess was caused by the Employer. The Director shall have the discretion to refuse to permit a vacation or to cancel a vacation in the event the employee is not current insofar as the performance of his/her work is concerned or in the event special projects or the effective administration or implementation of the Employer's programs so requires, provided that:

(a) In the case of special projects thirty (30) days advance notice is given to the employee that his/her vacation will be cancelled.

(b) In the event of substantial non-performance of work, where an employee has accumulated a backlog of regular

work, vacation may be cancelled with one (1) week's notice being given to the employee. Upon receipt of such notice being given that his/her vacation will be cancelled, the employee will have the right to appear before the Director with his/her supervisor and a representative from the Union.

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

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

12. Except as modified herein, vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year and is to be taken during the calendar year (i.e., vacation may be taken in advance subject to the right of the Employer to receive reimbursement if the employee's employment is terminated prior to the end of the year).

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

ARTICLE VIII  
LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted, at the discretion of the Employer, to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one time, subject to approval by the Department of Personnel. Such leaves of absence may be renewed by the Employer for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of the Department of Personnel for reasons as established by Department of Personnel regulations.

2. In all cases, a letter of request from the employee, setting forth the reasons why such leave is desired and the dates for the commencing and the terminating of the leave, shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval of the Employer's Director or Board of Commissioners.

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

4. Provisional employees may be granted authorized leave of

absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the Employer subject to approval by the Department of Personnel. Such leave may not be consecutively renewed or extended.

5. Upon request, employees requesting leaves of absence shall receive written notification of the decision of the Employer within five (5) days following the monthly meeting of the Employer's Board of Commissioners, provided such request for leave was submitted at least five (5) days prior to that month's regularly scheduled meeting of the Employer's Personnel Committee.

6. When an employee returns from approved leave of absence he/she will normally be returned to his/her permanent position in the Agency. A provisional appointee, in this instance defined as a permanent employee promoted to a higher salaried position on a provisional basis pending Department of Personnel approval, returning from approved leave of absence will be returned to the position as soon as a slot becomes available. It is understood, however, that a Department of Personnel certified list of eligible candidates for any slot will take precedence over the foregoing statements regarding provisional employees.

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



ARTICLE IX  
SICK LEAVE

1. Employees will accumulate sick leave privileges on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave, which means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the family or other relatives living in the employee's household, on the basis of and in accordance with established Employer policy, subject to the rules and regulations of the Department of Personnel.

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

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

4. In all cases of illness, whether short or longer term, the employee is required to notify his/her superior of the reasons for absence at 8:30 a.m. or as soon as possible thereafter on the first day of absence from the office. If the duration of the 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 an employee is on sick leave for five (5) consecutive work days or more. In cases where an employee has used more than fifteen (15) days sick leave in a calendar year or there is reason to suspect abuse of sick leave, the Employer may require medical certification in accordance with Department of Personnel rules and regulations. The physician's certificate, which is submitted when required, upon the employee's return to work, must indicate that the employee may resume his/her regular duties. In cases where an employee has used more than fifteen (15) days sick leave in a calendar year, or there is reason to suspect abuse of sick leave, the Employer may require medical certification stating that an employee is able to return to work and assume

his/her regular duties in accordance with Department of Personnel rules and regulations.

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

6. In instances of sick leave abuse, a disciplinary penalty of a fine in lieu of suspension shall only be imposed on an employee upon the written consent of the employee.

7. Any employee who leaves work prior to 4:30, with authorization, shall be charged time in one half (1/2) hour intervals defined as thirty (30) minutes, or any fraction thereof. Such time shall be recorded and accrued during the term of this agreement or any extension thereof, and shall be charged against credited sick leave, whenever the accrual of such time reaches three and one half (3 1/2) hours. Employees who have no credited sick time shall be charged, at the time of the next pay period, whenever such charged time reaches three and one half (3 1/2) hours.

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

#### ARTICLE X

##### PREGNANCY DISABILITY LEAVE

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

ARTICLE XI

HEALTH AND WELFARE

1. The Employer shall provide health insurance benefits to all employees and their families under the existing New Jersey Blue Cross/Blue Shield PACE Program. The existing Rider J and Major Medical shall continue.
2. The Employer shall continue to provide a Prescription Drug Plan with a deductible provision of one dollar (\$1.00) per prescription for each renewal thereof to all employees and their families under the Blue Cross Prescription Drug Program.
3. The Employer shall continue to provide Dental Insurance for the employee only to all employees under the existing New Jersey Dental Health Delta Plan.
4. The Employer shall continue to provide reimbursement for optical expenses for the employee only to all employees under the Employer's Self-Funded Optical Plan, which allows \$40 for single focal eye glasses or contact lens, \$45 for bi-focal and tri-focal eye glasses, and \$40 for an eye examination every two (2) years. Reimbursement shall not exceed the actual cost of the lens or exam cost.
5. The Employer shall continue to provide Disability Insurance to eligible employees under the State Disability Insurance Program in accordance with the Employer's Resolution of May 18, 1982 implementing said program and as permitted and defined in NJSA 43:21-46 commonly referred to as the Temporary Disability Benefits Law, as amended.

6. The Employer reserves the right to select the provider of the benefits selected above so long as such provider offers employees benefits (services) identical to or better than those offered under plans currently in effect. The Employer will give the Union maximum possible notice of any intended change of these existing health carriers. In the event of a change in carrier, the Union and the Employer will exchange the names of up to five (5) health care underwriters. The parties will then attempt to mutually select an underwriter to certify that there is no diminution of the existing benefit level or to certify the differences. If the parties are unable to agree on the issue of selecting an underwriter, the Board will have the right to select any underwriter appearing on both lists, and it will be considered a mutual selection. A mutual selection shall mean that the Union and the Employer will mutually and equally share the cost of the underwriter's services, and the Union will accept the determination of the underwriter. If, however, the Board does not choose one of the underwriters submitted by the Union, the Union will not be bound by the underwriter's determination nor will the Union share the cost.
- Both parties agree to only submit the names of underwriter's who have offices in Passaic County.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

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

2. In accordance with the provisions of the Passaic County Board of Chosen Freeholders Resolution of June 4, 1975, all employees who retire under one of the above Retirement Systems shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$12,000). An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a separation (excluding layoffs) on or after January 1, 1974 shall be entitled to apply, for lump sum purposes, only the unused accumulated sick leave which was earned from the date of return to employment from the most recent separation prior to the effective date of retirement.

ARTICLE XIII

SALARIES AND COMPENSATION

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

Ranges and Compensation Schedules

1. Each position title shall have a salary range as specified and set forth in Appendix A-87 or A-88/89, as appropriate.

2. Employees in all position titles shall be paid in the appropriate salary range in accordance with the Compensation Salary Schedules in Appendix B-87, B-88 and B-89 for calendar years 1987, 1988 and 1989 respectively.

Wage Increase - 1987

3. Appendix B-87 shall be constructed such that the entry level step is three (3%) percent greater than the entry level step of the 1986 compensation schedule. All other steps of Appendix B-87 shall be computed by adding one (1) increment which shall be six (6%) percent of the entry level step to the preceding step. There shall be entry level plus eight (8) steps in total. Employees shall have their salaries adjusted step-to-step.

Wage Increase - 1988

4. Appendix B-88 shall be constructed to reflect a four (4%) percent across-the-board increase. This shall be done by making every point on B-88 four (4%) percent greater than the

corresponding step on B-87. Employees shall have their salaries adjusted step-to-step so as to receive the four (4%) percent increase.

Wage Increase - 1989

5. Appendix B-89 shall be constructed to reflect a five (5%) percent across-the-board increase. This shall be done by making every point on B-89 five (5%) percent greater than the corresponding step on B-88. Additionally, a new 9th step shall be added to each range by adding one more increment to the 8th step, such that each range shall have an entry level and nine (9) steps. Employees shall have their salaries adjusted step-to-step in order to receive the five (5%) percent increase.

Annual Merit Increments

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

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

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

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

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

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

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

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

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

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one (1) increment of the present salary ranges 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.

Cash Bonuses

8. For 1987 only, a cash payment of four hundred dollars (\$400.00) shall be payable no later than the second pay in February, 1987 to all employees on Range 12 or below provided that the employee has completed at least one (1) year of continuous service with the Board as of January 1, 1987.

No other cash bonuses shall be payable during the term of this contract.

Range changes for Range 12 and Below

9. On January 1, 1988, all titles in Appendix A which were on Range 12 or below shall be given a one (1) range increase as reflected in Appendix A-88. Employees serving in said titles shall, in addition to the wage increase provided for in paragraph 4 above, receive the five (5%) percent increase associated with moving to the higher range.

Income Maintenance Workers

10. Effective January 1, 1987, all permanent Income Maintenance Workers (IMW) shall be paid at Range 17.

Employees serving provisionally in the title of IMW will continue to be paid at Range 15. These employees must take and pass the next Department of Personnel exam. Employees who fail to take and pass said exam shall be immediately demoted to the title of Income Maintenance Technician at the appropriate step in Range 13 and shall remain there until they pass the IMW exam.

Employees hired after January 1, 1987 in the title of Income Maintenance Technician (IMT) shall remain in said title until they take and pass the IMW exam. Upon certification to IMW, they shall be placed at Range 17.

Employees hired in calendar year 1986 in the title of IMT shall be provisionally promoted to IMW at Range 15 after one (1) years permanency. These employees must take and pass the next Department of Personnel exam. Employees who fail to take and pass said exam shall be immediately demoted to the title of Income Maintenance Technician at the appropriate step in Range 13 and shall remain there until they pass the IMW exam.

ARTICLE XIV  
ADMINISTRATIVE LEAVE

1. All employees of the Employer with one (1) year of service shall be entitled to three (3) days of administrative leave per calendar year in accordance with the following rules:
  - a. Request for leave shall be made in writing at least forty-eight (48) hours in advance and approved in advance of the requested date(s) by the employee's immediate supervisor and/or the Director.
  - b. Leave must be used within the calendar year and shall not accumulate from year to year.
  - c. Administrative leave days may be taken as three (3) whole days or six (6) half days or any combination thereof.
  - d. Leave may be taken in accordance with the Lateness Policy agreed to by the parties and made a part hereof by reference.
  - e. Leave shall be granted on short notice in the event of an emergency; the determination as to whether or not a specific situation is in fact an emergency shall be made by and within the sole discretion of the Director or his designee.
2. Employees of the Employer shall be entitled to administrative leave in accordance with Department of Personnel Rule 4:2-17.6.
3. Effective January 1, 1989 and thereafter all employees with five (5) years of service shall be entitled to four (4) days of Administrative Leave per calendar year.

ARTICLE XV  
BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave per calendar year for bereavement purposes to include wife, husband, mother, father, parents-in-law, child, foster-child, step-child, sister, brother, and grandparents. Further, all employees shall receive 1.5 days per calendar year for bereavement purposes to include sister-in-law, brother-in-law, grandparents-in-law, daughter-in-law and son-in-law. The Director may approve up to three (3) bereavement days where appropriate for travel purposes.

ARTICLE XVI  
SENIORITY

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

ARTICLE XVII  
LONGEVITY

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



ARTICLE XVIII  
EDUCATION

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

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

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

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

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

c. the Employer requires that a part-time Educational Leave Agreement be signed as a condition of approval of courses

for reimbursement. Such reimbursement shall provide for the continuation in the service of the Employer by the employee for one and one half months for each month of schooling reimbursed by the Employer starting with the first month after completion of the degree or the dropping out of the program by the employee.

The reimbursement obligation shall only be credited for those months worked during which the employee receives no financial reimbursement for part-time Educational Leave;

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

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

ARTICLE XIX  
EQUAL TREATMENT

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

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ARTICLE XX  
UNION RIGHTS

1. The Union has the right and responsibility to represent the interests of all employees within the bargaining unit; to present its views to the Employer on matters of concern, either orally or in writing; to consult the Employer or its designees with regard to policies, practices, and/or decisions affecting its members; to be consulted by the Employer or its designees whenever possible; to use all available legal means to protect, preserve and ensure just treatment of all employees; to enter collective negotiations with the object of reaching an equitable agreement applicable to all members of the bargaining unit.

2. The Union shall have the right to make reasonable use of the Employer's internal mail system for legitimate Union business. It is understood that this does not include use of the Agency postage machine(s).

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

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

5. The Union shall have the right to hold two (2) membership meetings each year during work hours on the Employer's premises. Such meetings shall begin no sooner than 3:30 p.m. and

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may continue after work hours. The Union agrees that such meetings shall be held on days which are least disruptive of Agency operation and that essential coverage in all work units shall be maintained.

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

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

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

7. The Employer shall provide a bulletin board on the main floor of the main office and each branch office of the Agency.

excluding Outreach Centers. Part of each bulletin board may be used by the Union for posting notices, etc., pertaining to Union business. All such notices shall be submitted to the Employer prior to posting.

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

ARTICLE XXI  
FULLY-BARGAINED PROVISION

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

ARTICLE XXII  
SEPARABILITY AND SAVINGS

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

ARTICLE XXIII

PARKING

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

ARTICLE XXIV

TRAVEL

1. The employees who are required and authorized to use private automobiles in the course of their employment, shall be reimbursed at the rate of twenty-one (\$.21) cents per mile.

2. The Employer shall also reimburse employees for the cost of automobile business insurance coverage, it being understood that said employees shall obtain business liability insurance coverage for their protection as well as the protection of the Employer. The amount of reimbursement shall be to the extent of the actual additional premiums directly chargeable to said coverage, but shall not exceed the sum of one hundred and twenty (\$120.) dollars each year. The employee shall present evidence of the existence of the business liability coverage and actual payment of the premium (i.e. a receipted bill indicating amount paid and purpose) to the Employer on December 1st of each year.

ARTICLE XXV

CONDITIONS OF EMPLOYMENT

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

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

3. The Employer may invite the Union as a participant during any future lease negotiations and/or building plans and negotiations, provided that it is agreed that the Employer reserves the right to make the final decision as to the final form of the lease and the substantive provisions contained therein. The Employer may disclose floor plans and design of any future offices of the Employer. The Union may offer suggestions on such plans and designs to the Employer.

ARTICLE XXVI

CONTRACTING AND SUBCONTRACTING

OF PUBLIC WORK

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

It is recognized that this Article does not preclude the Employer's exclusive right to utilize temporary employees not to exceed four (4) months at its sole discretion.

Temporary employees will be hired at the entry level. They will not be given health benefits. All forms of leave benefits will not be granted except as determined at the discretion of the Director. Upon completion of a temporary appointment, any temporary employee retained or rehired within forty-five (45) calendar days into a provisional or permanent position will, to the extent permitted by N.J. Department of Personnel statutes and regulations have his/her seniority backdated to the first day of temporary employment with resulting retroactive leave credit extended.

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

ARTICLE XXVII  
WORK LOAD

1. The Employer will do everything within its power to ensure equitable distribution of work between employees of the same class and function.
2. The Employer will do everything within its power to maintain work loads at a reasonable level.

ARTICLE XXVIII  
PERSONNEL FILES

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

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

3. Employees may designate, in writing, that a Union representative review their file and/or specific parts thereof. A copy of this written authorization will be placed in the file.

An Administrator shall be present in the room during said review.

4. Reviews of the entire personnel file shall be limited to

one (1) review per employee each year. Further reviews may be permitted in specific circumstances where certain material is relevant to a particular situation.

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

ARTICLE XXIX  
TRAINING

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

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

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

4. The Employer retains the right to postpone or defer the above mentioned training periods for good cause within its discretion and in times of emergency requiring immediate utilization of new staff. Management retains the right to limit the number of employees permitted to attend training sessions.



ARTICLE XXX

UNION ACTIVITY WITH PAY

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

1. The Union will have access to a meeting room, designated by the Employer, for conferences or meetings by the Executive Board of the Union concerning legitimate Union business.
2. The Union Grievance Officer and one (1) other member of the Union Executive Board may represent employees in the negotiation and processing of grievances at the second step or above.
3. The Union may post notices on the bulletin board provided and distribute material, related to legitimate Union business, to employees.
4. The Executive Board of the Union shall be permitted to attend negotiations meetings involving this Agreement or the interpretation of this Agreement.
5. Union representatives shall be permitted to transmit, to the Employer, communications duly authorized by the Union.
6. The Union may consult with the Employer, or its duly designated representatives, on matters of concern.
7. Two (2) members of the Union Executive Board will be permitted to attend meetings of the Employer's Personnel

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

8. Two (2) members of the Union Executive Board will be permitted to make a one (1) hour presentation to new employees in training concerning the Union and employee rights, benefits and obligations under the terms of this agreement.

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

10. In the event the Union is invited, requested or required to attend meetings or hearings held by the County of Passaic, the State of New Jersey, or any of its divisions or agencies, the New Jersey Legislature or its committees or sub-committees, or other appropriate body, a maximum of two (2) members of the Union Executive Board will be permitted to attend

a maximum of five (5) such meetings annually, unless prior approval to exceed that number has been obtained from the Employer.

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

ARTICLE XXXI  
PROMOTIONS

1. The Employer agrees to notify, in writing, all eligible employees of any promotional opportunity. Promotional opportunity is defined as a higher salaried position for which the employee is qualified. It is understood that utilization of the Department of Personnel in line promotional procedures shall take precedence. Qualifications for positions are established by the New Jersey Department of Personnel. The criteria upon which selection for promotional positions are made shall be at the discretion of the Employer in accordance with sound management principles and Department of Personnel rules and regulations. The Employer agrees to make every reasonable effort to consider and select for promotional positions from among existing personnel. It is understood that the Employer will not be required to promote from outside a title series where in-line personnel are available.

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

3. Employees shall be notified of the deadline set for application for a position and shall indicate interest in the

position, in writing, to the Employer's Personnel Officer. A failure to apply in writing may be considered as lack of interest in the position.

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

ARTICLE XXXII

GENERAL PROVISIONS WORK RULES

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

ARTICLE XXXIII

MAINTENANCE AND SECURITY PERSONNEL

1. The Employer shall provide security personnel for the Paterson and Passaic offices. Should any substantial portion of the staff be required to work overtime, on a holiday or Saturday or Sunday, security personnel will be on duty during such times.
2. Maintenance and security personnel shall receive an annual clothing allowance of two hundred and fifty (\$250.00) dollars at the time of anniversary date in order to purchase necessary clothing, uniforms, etc.
3. Scheduling of all maintenance and security personnel shall be in accordance with the following:
  - a. Schedules shall be posted at least thirty (30) calendar days in advance;
  - b. No worker shall work more than five (5) days without being scheduled for at least two (2) days off;
  - c. At least two (2) of every four (4) days off shall be consecutive;
  - d. All shifts shall be scheduled as seven (7) consecutive hours;
  - e. Any change in schedule made with less than five (5) days notice shall be compensated in accordance with Article IV;
  - f. Weekend work shall be equitably shared among available workers.
4. All of the above notwithstanding, maintenance personnel will enjoy the same rights to holidays as all other employees.
5. In the event of installation of mechanical security devices the Employer will make every effort to avoid the layoff of security personnel.

ARTICLE XXXIV

TIME CLOCKS

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

ARTICLE XXXV

TERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1987 and remain in effect up to and including December 31, 1989 except as provided otherwise herein.

2. Negotiations on a successor contract shall commence on or about October 1, 1989 upon written notice by one party to the other at least ninety (90) days prior to the expiration date of this Agreement.

3. By agreement and subject to appropriations by appropriate funding agencies, this Contract and its provisions shall remain in full force and effect for a reasonable period of time during any negotiations that take place on any new contract subsequent to the expiration date of this Contract. The Employer shall continue to engage in timely and meaningful collective negotiations with the Union.

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 24 day of MARCH 1987.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES  
by: [Signature]  
EDMOND A. DE SANTIS, DIRECTOR

ATTEST:  
[Signature]  
GERTRUDE SILVERMAN  
SECRETARY-TREASURER

EMPLOYEES OF PASSIAC COUNTY WELFARE ASSOCIATION, AFFILIATED WITH THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

by: [Signature]  
BRUCE JAMES, CHAIRMAN  
[Signature]  
JOHN LOOS, CMA REPRESENTATIVE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A-87 AND A-88/89

APPENDIX A-87

RANGE - 1987

APPENDIX A-88/89  
RANGE 1988 and 1989

APPENDIX A-87

APPENDIX A-88/89

| TITLE  | RANGE - 1987 | RANGE 1988 and 1989 | APPENDIX A-87   | APPENDIX A-88/89 |
|--|--------------|---------------------|---|------------------|
| Clerk  | 3            | 4                   | Sr. Receptionist/<br>Bilingual<br>Spanish and English | 9                |
| Agency Aide  | 3            | 4                   | Security Guard  | 9                |
| Microfilm Mach.<br>Operator                          | 3            | 4                   | Sr. Telephone Oper.                                   | 9                |
| Building Service<br>Worker                           | 4            | 5                   | Sr. Clerk Steno.                                      | 10               |
| Social Srv. Aide                                     | 5            | 6                   | Sr. DEMO  | 10               |
| Clerk-Typist   | 5            | 6                   | Sr. Maintenance<br>Repairer                           | 11               |
| Stock Clerk  | 5            | 6                   | Sr. Security Guard                                    | 11               |
| Accounts Clerk                                       | 5            | 6                   | Prin.Acct.Clerk                                       | 13               |
| Income Maint.Aide                                    | 5            | 6                   | Prin.Clk.Typist                                       | 13               |
| Receptionist/<br>Bilingual in<br>Spanish and English | 5            | 6                   | Supervising<br>Security Guard                         | 13               |
| Data Entry Machine<br>Operator                       | 5            | 6                   | Prin. Clk. Steno.                                     | 13               |
| Messenger  | 6            | 7                   | Prin. DEMO  | 13               |
| Clerk Stenographer                                   | 6            | 7                   | Income Maint.Tech.                                    | 13               |
| Telephone Operator                                   | 6            | 7                   | Income Maint.Wkr.                                     | 17               |
| Data Control Clerk                                   | 7            | 8                   | C.S.P. Worker   | 17               |
| Senior Clerk   | 7            | 8                   | Recreation<br>Therapist                               | 18               |
| Sr.Acct.Clk.Bkkpr.                                   | 8            | 9                   | Social Worker   | 18               |
| Sr. Clk.Typist                                       | 8            | 9                   | Investigator<br>County Welfare<br>Agency              | 18               |
|  |              |                     | Paralegal Spec.                                       | 18               |
|  |              |                     | Training Tech.  | 18               |

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|                              |    |
|------------------------------|----|
| Income Maint. Spec.          | 19 |
| C.S.P. Specialist            | 19 |
| Social Work. Spec.           | 20 |
| Medical Social Sv. Assistant | 20 |
| Supv. I.M.                   | 21 |
| C.S.P. Supervisor            | 21 |
| Supv. Social Wrk.            | 21 |
| St. Investigator             | 21 |

APPENDIX A-88/89

|  |    |
|--|----|
|  | 19 |
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APPENDIX B-87

Effective January 1, 1987

| Range | Inc. | E.L.   | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      |
|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 0     | 508  | 8,464  | 8,972  | 9,480  | 9,988  | 10,496 | 11,004 | 11,512 | 12,020 | 12,528 |
| 1     | 533  | 8,886  | 9,419  | 9,952  | 10,485 | 11,018 | 11,551 | 12,084 | 12,617 | 13,150 |
| 2     | 560  | 9,331  | 9,891  | 10,451 | 11,011 | 11,571 | 12,131 | 12,691 | 13,251 | 13,811 |
| 3     | 588  | 9,799  | 10,387 | 10,975 | 11,563 | 12,151 | 12,739 | 13,327 | 13,915 | 14,503 |
| 4     | 617  | 10,288 | 10,905 | 11,522 | 12,139 | 12,756 | 13,373 | 13,990 | 14,607 | 15,224 |
| 5     | 648  | 10,802 | 11,450 | 12,098 | 12,746 | 13,394 | 14,042 | 14,690 | 15,338 | 15,986 |
| 6     | 680  | 11,339 | 12,019 | 12,699 | 13,379 | 14,059 | 14,739 | 15,419 | 16,099 | 16,779 |
| 7     | 715  | 11,911 | 12,626 | 13,341 | 14,056 | 14,771 | 15,486 | 16,201 | 16,916 | 17,631 |
| 8     | 750  | 12,506 | 13,256 | 14,006 | 14,756 | 15,506 | 16,256 | 17,006 | 17,756 | 18,506 |
| 9     | 788  | 13,130 | 13,918 | 14,706 | 15,494 | 16,282 | 17,070 | 17,858 | 18,646 | 19,434 |
| 10    | 827  | 13,788 | 14,615 | 15,442 | 16,269 | 17,096 | 17,923 | 18,750 | 19,577 | 20,404 |
| 11    | 869  | 14,480 | 15,349 | 16,218 | 17,087 | 17,956 | 18,825 | 19,694 | 20,563 | 21,432 |
| 12    | 912  | 15,201 | 16,113 | 17,025 | 17,937 | 18,849 | 19,761 | 20,673 | 21,585 | 22,497 |
| 13    | 958  | 15,959 | 16,917 | 17,875 | 18,833 | 19,791 | 20,749 | 21,707 | 22,665 | 23,623 |
| 14    | 1005 | 16,756 | 17,761 | 18,766 | 19,771 | 20,776 | 21,781 | 22,786 | 23,791 | 24,796 |
| 15    | 1056 | 17,593 | 18,649 | 19,705 | 20,761 | 21,817 | 22,873 | 23,929 | 24,985 | 26,041 |
| 16    | 1108 | 18,474 | 19,582 | 20,690 | 21,798 | 22,906 | 24,014 | 25,122 | 26,230 | 27,338 |
| 17    | 1164 | 19,396 | 20,560 | 21,724 | 22,888 | 24,052 | 25,216 | 26,380 | 27,544 | 28,708 |
| 18    | 1222 | 20,367 | 21,589 | 22,811 | 24,033 | 25,255 | 26,477 | 27,699 | 28,921 | 30,143 |
| 19    | 1283 | 21,386 | 22,669 | 23,952 | 25,235 | 26,518 | 27,801 | 29,084 | 30,367 | 31,650 |
| 20    | 1347 | 22,454 | 23,801 | 25,148 | 26,495 | 27,842 | 29,189 | 30,536 | 31,883 | 33,230 |
| 21    | 1415 | 23,579 | 24,994 | 26,409 | 27,824 | 29,239 | 30,654 | 32,069 | 33,484 | 34,899 |



APPENDIX B-88  
Effective January 1, 1988

| <u>Range</u> | <u>Inc.</u> | <u>E.L.</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
|--------------|-------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 0            | 528         | 8,803       | 9,331    | 9,859    | 10,387   | 10,915   | 11,443   | 11,971   | 12,499   | 13,027   |
| 1            | 554         | 9,241       | 9,795    | 10,349   | 10,903   | 11,457   | 12,011   | 12,565   | 13,119   | 13,673   |
| 2            | 582         | 9,704       | 10,286   | 10,868   | 11,450   | 12,032   | 12,614   | 13,196   | 13,778   | 14,360   |
| 3            | 611         | 10,191      | 10,802   | 11,413   | 12,024   | 12,635   | 13,246   | 13,857   | 14,468   | 15,079   |
| 4            | 642         | 10,700      | 11,342   | 11,984   | 12,626   | 13,268   | 13,910   | 14,552   | 15,194   | 15,836   |
| 5            | 674         | 11,234      | 11,908   | 12,582   | 13,256   | 13,930   | 14,604   | 15,278   | 15,952   | 16,626   |
| 6            | 708         | 11,793      | 12,501   | 13,209   | 13,917   | 14,625   | 15,333   | 16,041   | 16,749   | 17,457   |
| 7            | 743         | 12,387      | 13,130   | 13,873   | 14,616   | 15,359   | 16,102   | 16,845   | 17,588   | 18,331   |
| 8            | 780         | 13,006      | 13,786   | 14,566   | 15,346   | 16,126   | 16,906   | 17,686   | 18,466   | 19,246   |
| 9            | 819         | 13,655      | 14,474   | 15,293   | 16,112   | 16,931   | 17,750   | 18,569   | 19,388   | 20,207   |
| 10           | 860         | 14,340      | 15,200   | 16,060   | 16,920   | 17,780   | 18,640   | 19,500   | 20,360   | 21,200   |
| 11           | 904         | 15,059      | 15,963   | 16,867   | 17,771   | 18,675   | 19,579   | 20,483   | 21,387   | 22,291   |
| 12           | 949         | 15,809      | 16,758   | 17,707   | 18,656   | 19,605   | 20,554   | 21,503   | 22,452   | 23,401   |
| 13           | 996         | 16,597      | 17,593   | 18,589   | 19,585   | 20,581   | 21,577   | 22,573   | 23,569   | 24,565   |
| 14           | 1046        | 17,426      | 18,472   | 19,518   | 20,564   | 21,610   | 22,656   | 23,702   | 24,748   | 25,794   |
| 15           | 1098        | 18,297      | 19,395   | 20,493   | 21,591   | 22,689   | 23,787   | 24,885   | 25,983   | 27,081   |
| 16           | 1153        | 19,213      | 20,366   | 21,519   | 22,672   | 23,825   | 24,978   | 26,131   | 27,284   | 28,437   |
| 17           | 1210        | 20,172      | 21,382   | 22,592   | 23,802   | 25,012   | 26,222   | 27,432   | 28,642   | 29,852   |
| 18           | 1271        | 21,182      | 22,453   | 23,724   | 24,995   | 26,266   | 27,537   | 28,808   | 30,079   | 31,350   |
| 19           | 1334        | 22,241      | 23,575   | 24,909   | 26,243   | 27,577   | 28,911   | 30,245   | 31,579   | 32,913   |
| 20           | 1401        | 23,352      | 24,753   | 26,154   | 27,555   | 28,956   | 30,357   | 31,758   | 33,159   | 34,560   |
| 21           | 1471        | 24,522      | 25,993   | 27,464   | 28,935   | 30,406   | 31,877   | 33,348   | 34,819   | 36,290   |

APPENDIX B-89  
Effective January 1, 1989

| <u>Range</u> | <u>Inc.</u> | <u>E.L.</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> |
|--------------|-------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 2            |             |             |          |          |          |          |          |          |          |          |          |
| 3            | 642         | 10,701      | 11,343   | 11,985   | 12,627   | 13,269   | 13,911   | 14,553   | 15,195   | 15,837   | 16,479   |
| 4            | 674         | 11,235      | 11,909   | 12,583   | 13,257   | 13,931   | 14,605   | 15,279   | 15,953   | 16,627   | 17,301   |
| 5            | 708         | 11,796      | 12,504   | 13,212   | 13,920   | 14,628   | 15,336   | 16,044   | 16,752   | 17,460   | 18,168   |
| 6            | 743         | 12,383      | 13,126   | 13,869   | 14,612   | 15,355   | 16,098   | 16,841   | 17,584   | 18,327   | 19,070   |
| 7            | 780         | 13,006      | 13,786   | 14,566   | 15,346   | 16,126   | 16,906   | 17,686   | 18,466   | 19,246   | 20,026   |
| 8            | 819         | 13,656      | 14,475   | 15,294   | 16,113   | 16,932   | 17,751   | 18,570   | 19,389   | 20,208   | 21,027   |
| 9            | 860         | 14,338      | 15,198   | 16,058   | 16,918   | 17,778   | 18,638   | 19,498   | 20,358   | 21,218   | 22,078   |
| 10           | 903         | 15,057      | 15,960   | 16,863   | 17,766   | 18,669   | 19,572   | 20,475   | 21,378   | 22,281   | 23,184   |
| 11           | 949         | 15,812      | 16,761   | 17,710   | 18,659   | 19,608   | 20,557   | 21,506   | 22,455   | 23,404   | 24,353   |
| 12           | 996         | 16,599      | 17,595   | 18,591   | 19,587   | 20,583   | 21,579   | 22,575   | 23,571   | 24,567   | 25,563   |
| 13           | 1046        | 17,427      | 18,473   | 19,519   | 20,565   | 21,611   | 22,657   | 23,703   | 24,749   | 25,795   | 26,841   |
| 14           | 1098        | 18,297      | 19,395   | 20,493   | 21,591   | 22,689   | 23,787   | 24,885   | 25,983   | 27,081   | 28,179   |
| 15           | 1153        | 19,212      | 20,365   | 21,518   | 22,671   | 23,824   | 24,977   | 26,130   | 27,283   | 28,436   | 29,589   |
| 16           | 1210        | 20,174      | 21,384   | 22,594   | 23,804   | 25,014   | 26,224   | 27,434   | 28,644   | 29,854   | 31,064   |
| 17           | 1271        | 21,181      | 22,452   | 23,723   | 24,994   | 26,265   | 27,536   | 28,807   | 30,078   | 31,349   | 32,620   |
| 18           | 1334        | 22,241      | 23,575   | 24,909   | 26,243   | 27,577   | 28,911   | 30,245   | 31,579   | 32,913   | 34,247   |
| 19           | 1401        | 23,353      | 24,754   | 26,155   | 27,556   | 28,957   | 30,358   | 31,759   | 33,160   | 34,561   | 35,962   |
| 20           | 1471        | 24,520      | 25,991   | 27,462   | 28,933   | 30,404   | 31,875   | 33,346   | 34,817   | 36,288   | 37,759   |
| 21           | 1545        | 25,748      | 27,293   | 28,838   | 30,383   | 31,928   | 33,473   | 35,018   | 36,563   | 38,108   | 39,653   |