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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN

THE PASSAIC COUNTY WELFARE BOARD

AND

EMPLOYEES OF THE PASSAIC COUNTY WELFARE ASSOCIATION

LIBRARY  
Institute of Management and  
Labor Relations

NOV 16 1977

RUTGERS UNIVERSITY

JANUARY 1, 1975

THROUGH

DECEMBER 31, 1975





State of New Jersey  
DEPARTMENT OF INSTITUTIONS AND AGENCIES  
DIVISION OF PUBLIC WELFARE

G. Thomas Riti  
Director

Address reply to:  
Post Office Box 1627  
Trenton, New Jersey 08625

August 21, 1975

Mr. Arthur Booth, Deputy Director  
Passaic County Welfare Board  
64 Hamilton Street  
Paterson, New Jersey 07505

Dear Mr. Booth:

Based on our telephone conversation today during which you advised that all parties to the Agreement between the Passaic County Welfare Board and Employees of the Passaic County Welfare Association, for the period January 1, 1975 through December 31, 1975, have agreed to the corrections already initialed by me on pages 4, 9, 17, 22, 23, and 31 of such Agreement, we are pleased to record our approval of such Agreement. A duly executed copy is enclosed.

Upon similar initialing by all parties to the Agreement, as will be evidenced by submission of one copy to this office, you may proceed to implement the salary program.

Upon proper resolution by the Passaic County Welfare Board, you may implement a similar salary program for employees not represented by the Association except that salary differentials are not applicable to the Director and Deputy Director of the County Welfare Board.

Sincerely yours,

G. Thomas Riti, Director  
Division of Public Welfare

GTR:na

cc: Deputy Commr. Mulcahy/w. contract  
Mr. Kambis  
Mr. Nobrega/w. contract



MEMORANDUM

RE: EMPLOYEES CONTRACT 1975

DATE: AUGUST 22, 1975

On this date, Deputy Director reviewed changes suggested by Mr. Riti, and approved by the Employees Association. On August 21, 1975, each change was read to Assistant Counsel, Mr. Charles Festa, Esquire. Mr. Festa felt that the changes were beneficial to the agency. He requested that this conversation be noted for the record in our contract folder. Mr. Festa also stated that the Deputy could initial the changes in the contract, acting for the Director who is on vacation.

ARTHUR BOOTH

md



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## PREAMBLE

This Agreement entered into this        day of March, 1975 by        and between the Passaic County Welfare Board, hereinafter referred to as the "Employer", and the Employees of the Passaic County Welfare Association, hereinafter referred to as the "Association", has as its purpose the effectuation and continuation of harmonious relations as between the Employer and the Association, the establishment of an equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, and said Agreement represents the complete and final understanding insofar as all issues between the Employer and the Association are concerned.

## ARTICLE I

### RECOGNITION

In accordance with the Resolution passed by the Employer on the 15th day of July, 1970, the Employer recognizes the Association as the exclusive collective negotiations agent for all employees except the Director, Deputy Director, the Supervisor of Administrative Services, the Administrative Supervisors, the Assistant Administrative Supervisor, the Administrative Secretary, the Chief Clerk, the Senior Accountant, the Head Clerk (i.e. Supervising Clerk), Auditors, and Counsels. As established by prior practice and agreement, the Employer and the Association recognize the right of supervisory employees to be fully represented by the Association in all matters of collective negotiations.

## ARTICLE II

### MANAGEMENT RIGHTS

All of the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives lawfully promulgated by and within the scope of authority of the State Division of Public Welfare, and the Department of Civil Service.

## ARTICLE III

### DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Association Monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with applicable statutes as presently existing or as may be amended. In addition, during the months of July and December, the Employer shall submit to the Treasurer of the Association, a current list of employees from whom dues payments are being deducted.

## ARTICLE IV

### REGULARLY PRESCRIBED HOURS OF WORK

1. The official work week shall consist of thirty-five (35) hours per week, seven (7) hours per day (8:30 A.M.-4:30 P.M.), five (5) days per week, (Monday through Friday), except holidays as herein provided.
2. One hour per day shall be allowed for lunch in accordance with Employer's schedule.
3. Overtime - Overtime means the officially required performance, by any permanent or temporary employee, of extra services entirely outside of the regularly, prescribed hours of duty, in which services are independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require same, and only when specifically authorized by the Director of Passaic County Welfare Board in accordance with Ruling 11.
4. The Employer reserves the right to employ security personnel during other than the aforesaid regular working hours, in which event the above definition of overtime shall not apply.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definitions

1. A grievance is any dispute between the parties arising out of the employees' employment and ~~not~~ governed by this Agreement.
2. In the wording of this statement of procedures, the term aggrieved shall be taken to include all employees as defined by Article I hereof.
3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.
4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved party or parties may, upon notice, proceed to the next step.
5. Any of the time limits specified below may be extended by mutual agreement.
6. This grievance procedure shall in no way impair, diminish or preclude any rights of the parties as set forth in New Jersey Statutes, New Jersey Administrative Code, or any other law applicable to the within Agreement.
7. If, in the judgment of the Grievance Committee of the Associations' Executive Board, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure, provided it is initiated and signed by more than one employee.

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8. In the event an employee feels that any Civil Service Rules or Regulations are being violated, and provided said employee has exhausted all administrative remedies, such employee or the Association in his, her or their behalf shall have the right to seek remedy through the New Jersey Civil Service Department.

C. Presentation of a Grievance.

1. In the presentation of a grievance, the aggrieved party or parties shall have the right to present his, her or their own appeal or to designate an Association representative to appear with him. The Employer agrees that there shall be no loss of pay for the reasonable time spent in presenting the grievance by the said aggrieved and the Association representatives who are employees of the Employer, throughout the grievance procedure.

2. The Employer agrees not to accept presentment or processing of any grievance except in compliance with NJS 34:13A-5.3

3. The Employer agrees not to meet with other employees' representatives or organizations to hear the views and requests of their members, unless the Association is informed of and allowed to attend such meetings.

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4. The Employer agrees to negotiate changes in terms of employment only with the provisions of NJS 34:13A-5.3.
  5. Grievance procedures established by Agreement between the Employer and the Association shall be utilized for any dispute or disagreement covered by the terms of such Agreement.
  6. The Employer agrees to inform the grievance committee of the Association of all actions and charges being brought against any employee by the Employer. The Employer also agrees to inform the grievance committee of the Association of all grievances initiated by employees, other than those brought by the grievance committee of the Association.
  7. The Employer agrees to invite the grievance committee to be present at all such presentations, charges, or actions as described above, and, the Employer, as a matter of course, shall apprise the Association in writing of all steps in any of the above presentations, charges, or actions and its disposition thereof.

D. Steps of the Grievance Procedure

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

Step 1

- a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his, her or their Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.
- b. The Supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the aggrieved party or parties shall, in writing and signed, file his, her or their complaint with the Director of the Passaic County Welfare Board within five (5) working days following the determination of Step I.
- b. The Director of the Passaic County Welfare Board, or his designee, shall render his decision in writing within ten (10) working days after the receipt of the complaint.

Step 3

Should the aggrieved party or parties disagree with the decision of the Director, or his designee,

the said aggrieved may, within five (5) working days, submit to the Employer, a statement, in writing and signed, as to the issues in dispute. In the event, the said aggrieved files his statement with the Employer at least ten (10) working days prior to a Board Meeting of the Employer, the Employer, or its duly authorized Personnel Committee, shall review the decision of the Director together with the disputed issues submitted by the said aggrieved. The said aggrieved and/or the Association Representative may request an appearance before the Employer or its Personnel Committee, as the case may be. The Employer shall render its decision in writing within ten (10) working days after the Board Meeting at which the matter has been reviewed.

Step 4

- a. Should the aggrieved be dissatisfied with the Board's decision, such person or persons has ten (10) working days in which to request fact finding. The fact finder shall be associated with the Institute of Management and Labor Relations of Rutgers University. However, no fact finding hearing shall be scheduled sooner than thirty (30)days after the final decision by the Board.
- b. The fact finder's recommendations shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The fact finder



shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.

MISCELLANEOUS

1. Association representation does not preclude representation by an employee's attorney of their own choosing.
2. Should the aggrieved party or parties elect to present his, her or their own grievance without Association representation, he should so indicate on the grievance form in the procedural Step #1. Should the employee exercise this option, this does not preclude the responsibility of the Employer to inform and invite the grievance committee of the Association to attend any such grievance presentations and/or hearing.
3. Time limits under this Article may be changed only by mutual agreement in writing.
4. If in the opinion of the grievance committee of the Association, the nature of an employee initiated grievance is such that it cannot be resolved at Step I, the grievance committee can file the grievance on behalf of the employee directly at Step 2 subject to the approval of the Employer, but with the full understanding that the individual employee's rights will not be superceded by
5. All of the above notwithstanding, the Employer reserves the Association unto itself the right to meet with an employee in connection with a personal problem or matter without inviting the

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Association to participate if the employee so requests; the question of whether or not a particular problem or matter is personal in nature shall be left to the sound discretion of the Director.

ARTICLE VI

HOLIDAYS

The legal paid holidays, as specified under Ruling Eleven of the Department of Institutions and Agencies, Division of Public Welfare, effective date July 1, 1974, and fixed by the New Jersey Statutes are as follows:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday. Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be reimbursed according to the specified overtime rate of pay.

In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Passaic County declares a holiday for all County Employees.

## ARTICLE VII

### VACATIONS

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

1. One (1) working day for each full month of service or major fraction thereof during the 1st year;
2. After one year of service through five years of service, twelve (12) working days per year;
3. After five years of service through twelve years of service, fifteen (15) working days per year;
4. After twelve years of service through nineteen years of service, twenty (20) working days per year;
5. Beginning with the twentieth year of service, twenty-five (25) working days per year.
6. All employees engaged in employment with the Employer on December 31, 1974, shall be entitled in their eleventh or twelfth years, to have and enjoy the vacation rate of eighteen (18) working days per year.

This provision shall not apply to those employees who will commence employment with the Passaic County Welfare Board after December 31, 1974.

7. Service includes all temporary continuous service immediately prior to permanent appointment with the welfare board or other county office provided there is no break in service of more than one week.

8. Part-time employees will earn vacation leave on a pro-rated basis in accordance with the regulations stated in Regulation No. 4 (b) (1) of Ruling 11.
9. Seasonal employees may be granted vacation leave on the basis stated in Regulation No. 4 (b) (1) of Ruling 11.
10. Accumulation of Vacation - Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.
11. Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned. Vacation leave upon request of the employee and approval by the Employer may be carried into the following year but no further and only to the extent of seven days thereof provided a written request therefor is submitted to the Director no later than September 1 of the year that said vacation time is earned.
12. Except as modified herein, vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year, and is to be taken during the calendar year (i.e., vacation may be taken in advance subject to the rights of the Employer to receive reimbursement if employee's employment is terminated prior to the end of that year).
13. The present policy of scheduling vacation time by seniority

in grade with requests to be submitted in writing and within a given time limitation will be continued.

14. The employee shall follow the vacation schedule promulgated by the Director.

#### ARTICLE VIII

##### LEAVE OF ABSENCE WITHOUT PAY

- A. LEAVES of absence without pay may be granted, at the discretion of the Employer, to permanent employees for any reason considered good by the Employer, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.
- B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval of the Employer's Director, or approval of the Passaic County Welfare Board.
- C. Employees granted leaves of absence without pay shall have annual sick leave and vacation leave credit each reduced in accordance with Ruling 11 of the Division of Public Welfare



3. The sick leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis of and in accordance with established Employer policy. In the event the employee should use said time and then terminate his employment with the agency, leaving the agency with no payroll credits to be made, the employee would be notified that the debt exists and an appropriate adjustment payment will be made from the employee to the Employer.
4. Sick leave for absences of long duration must be requested by the employee in writing to his immediate Supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.
5. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 8:30 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) days consecutive sick leave.
6. All sick leaves are subject to the Director's approval and, where appropriate, to approval by the Division of Public Welfare

and the Department of Civil Service.

ARTICLE X

MATERNITY LEAVE

1. Permanent employees may request in writing through their Superior, maternity leave to be submitted no later than the fifth month of pregnancy except under extenuating circumstances, for pregnancy. Such request for maternity leave must be accompanied by a written and signed physician's statement. All maternity leaves are subject to approval by the employee's Director, Passaic County Welfare Board, and the Division of Public Welfare of the Department of Institutions and Agencies, and the Department of Civil Service, and in conformity with Ruling 11.
2. Any earned sick leave may be applied towards an approved maternity leave in accordance with the provisions of Ruling 11.

ARTICLE XI

HEALTH AND WELFARE

1. The employer agrees to provide health insurance coverage for eligible employees and their immediate families in accordance with the existing Passaic County Health Benefit Program (ie: Blue Cross, Blue Shield, Rider J and Prudential, Major Medical) provided that in the event that Passaic County Board of Chosen Freeholders improves the coverage afforded its employees. This provision shall be reopened for further negotiations as between the Employer and the Association when and if appropriate.



2. Should the State of New Jersey, Department of Institutions and Agencies extend to State employees <sup>or</sup> ~~of~~ the Passaic County Board of Chosen Freeholders extend to County employees a disability income and/or a dental program, such program(s) or similar program(s) shall to the extent it is funded by the State or County, be negotiated between the Employer and the Association when and if appropriate.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

The employer agrees to provide retirement benefits and life insurance coverage in accordance with the existing Passaic County Retirement Benefits and/or Public Employees Retirement System (PERS), and the life insurance coverage programs provided by the County of Passaic. The County of Passaic has two retirement systems. The old County Retirement System has 28 employees who were not permitted to be covered under PERS and still retain coverage under that system. The balance of the employees are covered under the State PERS Retirement System and Insurance Program.

ARTICLE XIII

SALARIES AND COMPENSATION

The salaries and stipulation contained in this Article are based upon the standard five (5) day, thirty-five (35) hour work week. During the term of this Agreement, employees covered by this Agreement shall be compensated as follows:

1. Each position title shall have a salary range with a minimum and a maximum as more particularly specified and set forth in the Compensation Schedule, Part 1, Appendix II, of Ruling 11 effective July 1, 1974, which Ruling 11 is being attached hereto, and made a part hereof and incorporated

herein by reference except as otherwise provided for in this Article. The operation and effect of said Ruling 11 is hereby made retroactive to January 1, 1975, where same are applicable herein.

2. For the purposes of this Article, the employees covered by and included in this Agreement shall be classified in the following categories and manner:
  - a. All employees in the employ of the Employer as of December 31, 1974 shall be classified and hereinafter referred to as "Class A" employees of the Passaic County Welfare Board.
  - b. All employees in the employ of the Employer who have commenced working on and after January 1, 1975 shall be classified and hereinafter referred to as "Class B".
  - c. All employees in the employ of the Employer as of December 31, 1974 and who were promoted on or after January 1, 1975 are to be classified and hereinafter known and referred to as "Class C" employees of the Passaic County Welfare Board.
3. During the term of this Agreement all of the "Class A" and "Class C" employees of the Passaic County Welfare Board shall receive and be paid an additional seven and one half per cent (7.5%) salary differential based upon their respective adjusted base salary rates on December 31, 1974. Notwithstanding the date of this Agreement, the said salary differential payment shall be retroactive to January 1, 1975. Such salary differential shall terminate on December 31, 1975.
4. No "Class B" employee of the Passaic County Welfare Board as defined herein shall be entitled to obtain nor receive the

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seven and one half per cent (7.5%) salary differential as provided for under Paragraph 3 of this Article.

5. All employees in the employ of the Employer as of December 31, 1974 shall be entitled to be paid and receive an earned merit increment within the salary range on their anniversary date as prescribed below during the life of the term of this Agreement, however there shall be excepted from the operation and effect of this provision those employees who have reached their maximum step as provided in Ruling 11.

6. For the purposes of implementing the provisions of Paragraph 5 hereof, an anniversary date shall be defined as follows:

a. "Class A" Employees

All "Class A" employees whose current anniversary date falls in the months of January, February, and March, shall be deemed to have a January 1st anniversary date.

All "Class A" employees whose current anniversary date falls in the months of April, May, and June, shall be deemed to have an April 1st anniversary date.

All "Class A" employees whose anniversary date falls in the months of July, August, and September, shall be deemed to have a July 1st anniversary date.

All "Class A" employees whose current anniversary date falls in the months of October, November, and December, shall be deemed to have an October 1st anniversary date.

b. "Class B & C" Employees

All "Class B & C" employees hired or promoted during the months of January, February, and March, shall be deemed to have an April 1st anniversary date.

All "Class B & C" employees hired or promoted during the months of April, May, and June, shall be deemed to have a July 1st anniversary date.

All "Class B & C" employees who have been hired or promoted during the months of July, August, and September, shall be deemed to have an October 1st anniversary date.

All "Class B & C" employees who have been hired during the months of October, November, and December, shall be deemed to have a January 1st anniversary date.

7. All employees shall be compensated at the rate of time and one half in cash for overtime hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one half. Overtime will be computed at the rate of one and one half times the regular hourly rate of that employee.

ARTICLE XIV

RULING NO. ELEVEN

1. All rights, privileges, prerogatives, duties, and obligations of the parties contained in Ruling No. 11, being attached hereto and made a part hereof and marked "Schedule A", promulgated effective July 1, 1974 by the Division of Public Welfare, shall be continued during the life of this Agreement, except as modified by specific provisions set forth in this Agreement.

ARTICLE XV

TRANSFER OF THE WELFARE PROGRAM

1. Should the Federal or State Government enact Legislation to assume the Supervision and Administration of the Welfare Program, the Employer shall to the extent it is lawful and able protect the Civil Service and Retirement Rights of the Passaic County Welfare Board personnel transferred to employment under the Federal or State Government Welfare Program.
2. In the event of a proposed State or Federal takeover or major change of the Supervision and Administration of the Welfare Program, the Employer agrees to allow a majority of the Executive Board of the Association to attend any public meetings on the above matters, with no loss of pay or leave time.



~~XXXXXX Passaic County Welfare Board XXXX~~ This provision shall not apply to those employees who commence their employment with the Passaic County Welfare Board after December 31, 1974.

ARTICLE XVII

SENIORITY

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

ARTICLE XVIII

LONGEVITY

The current Passaic County Welfare Board Longevity Plan presently in effect and which provides for 2% of the employees' salary at completion of seven years of employment, 4% after ten years, 6% after fifteen years, 8% after twenty years, and 10% after twenty-five years, shall be continued during the term of this Agreement.

Every full time employee, provisional or permanent, classified or unclassified, of the Passaic County Welfare Board shall be paid longevity payments on a pro-rated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with salary for pension purposes.

ARTICLE XIX

EDUCATION

1. Leave may be granted to an employee to attend a Graduate School of Social Work, Public Administration, or Business Administration on the basis that the employee will return to the Agency and continue employment and be an asset due to the graduate training received insofar as carrying out the Employer's program. This education leave plan is in accordance with Ruling Eleven, personnel regulations of the State Division of Public Welfare. The Board shall permit at least three professional employees to obtain a Master's Degree in Social Work, and at least three professional employees to obtain a Master's Degree in Public or Business Administration in any calendar year.
2. The Employer will underwrite the cost of tuition and will pay to the employee a monthly stipend not to exceed \$600.00 in accordance with Ruling Eleven, providing the Employer approves the request of the employee, and providing further that the employee executes the Educational Leave Agreement of Ruling Eleven and continues in the employ of the Employer for a period of 1½ months for every month that the Employer pays for the education as aforesaid, or as otherwise specified in Ruling Eleven, as amended.
3. Subject to Board approval, the cost of any graduate or undergraduate courses taken by permanent employees with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology, Business Administration, Public Administration or other job related



areas will be reimbursed by the Board, provided that the employees make application, in writing, in advance, continue in full time employment with the Board and attain a passing grade. Such courses are to be taken at a New Jersey State Institution during non-working hours.

4. Any full time permanent employee who is matriculating in one of the above specified areas, as a part-time student may receive tuition reimbursement for all required courses in pursuit of the degree, provided the employee enters into an appropriate written Agreement with the Employer setting forth the Employee's responsibility to continue full time employment with the Employer for a period following the award of a degree as specified in said contract. Such contract for part-time students, as may be agreed upon between the parties, subject to the further approval of the Division of Public Welfare, shall be made a part of this Agreement.
5. The Board will pay for tuition and stipends and other expenses as provided for under Ruling Eleven.

#### ARTICLE XX

##### NON-DISCRIMINATION

1. The Employer and the Association agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, political affiliation, Association Membership, or legal Association activity.
2. The Employer shall not discriminate in awarding position or promotional opportunities based on an employee's position within a specific office, department, branch or unit location.
3. During the duration of the contract, employees will be given preference in appointment from Civil Service lists of Eligibles, to the maximum extent permitted by law and regulations provided that such employee's work performance warrants the appointment.

ARTICLE XXI

ASSOCIATION RIGHTS

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

ARTICLE XXII

FULLY-BARGAINED PROVISION

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

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIV

TERM AND RENEWAL

1. This Agreement shall be in full force and effect as of January 1, 1975 and shall remain in effect to and including December 31, 1975 except as provided otherwise herein.
2. Negotiations on a successor contract shall commence on or about October 1, 1975 upon written notice by one party to the other, at least 90 days prior to the expiration date of this Agreement.
3. By Agreement, this Contract and its provisions shall be extended to remain in full force and effect during any extended period of negotiations that take place on new contracts subsequent to this contract's expiration date, except for the salary differential referred to in Article XIII above which expires as of December 31, 1975, provided that the Employer continues to engage in timely and meaningful collective negotiations with the Association.
4. Insofar as the State Division of Public Welfare is charged with reviewing and approving this Agreement, the State Division of Public Welfare shall, upon request of the Employer,

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promptly provide accurate direction and guidance with regard to matters within its' role as Reviewer and Approver of subsequent Agreements.

ARTICLE XXV

TRAVEL

1. Employees who are required and authorized to use their private automobiles in the course of their employment shall be reimbursed to the extent of 14 (fourteen) cents a mile. In addition thereto, the Employer shall reimburse the said employees for the cost of the automobile business insurance coverage, it being understood that said employees shall obtain business liability insurance coverage for their protection as well as the protection of the Employer; the amount of said reimbursement from the Employer to the employee for said automobile business liability insurance shall be to the extent of the actual additional premiums directly chargeable to said business liability coverage up to but not to exceed the sum of \$120.00 per year. The employee shall present to the Employer evidence of the existence of said business liability insurance policy and the payment of same (ie. a receipted bill indicating payment of said premium) on the first of December of each year.
2. This provision shall be retroactive to January 1, 1975, or for those employees hired during 1975 the date of employment.

ARTICLE XXVI

CONDITIONS OF EMPLOYMENT

1. The Employer agrees to make every effort to maintain working condition at such a level as to create a comfortable environment regarding the area within which and the conditions under which the employees must work, and to this end the Employer agrees to vigorously pursue its rights under its leases with its landlords insofar as the obligations of said landlords regarding heat, air cooling, sanitary, and other relevant conditions.
2. The Employer shall make every effort to maintain working conditions to meet the existing regulations of the New Jersey State Department of Labor and Industry, and local building and zoning codes.
3. The Employer may invite the Association as a participant during any future lease negotiations and/or building plans and negotiations, provided it is agreed that the Board reserves the right to make the final decisions as to the final form of the lease, and the substantive provisions contained therein. The Employer may disclose floor plans and design of any future office(s) for the Welfare Board. The Association may offer suggestions to the Employer on said plans and designs.

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ARTICLE XXVII

CONTRACTING AND SUB-CONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work which is capable of being performed by existing personnel within their titles.

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ARTICLE XXXV

SECURITY PERSONNEL

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

ARTICLE XXXVI

ADDITIONAL INSURANCE RIDER

1. The Employer shall provide appropriate and comprehensive liability insurance coverage and/or policy to cover all employees for legal liability, claims, demands and law suits as a result of the authorized, lawful performance of his/her or their duties as an employee of the Passaic County Welfare Board. Said insurance policy and/or coverage shall name the Employees as additional insured for all of the aforesaid purposes.

All of the above notwithstanding the Employer shall not be obligated to provide said insurance coverage in the event the annual cost thereof exceeds the sum of \$5000.00 or in the event the State or the County refuses to permit the Employer to amend its budget for the current fiscal year to include an amount sufficient to underwrite the cost of the said insurance coverage.

It is further agreed and understood as between the parties hereto that this provision may be reopened for negotiations in the event the Employer is unable to obtain the aforesaid necessary approvals for this expenditure from the State or the Passaic County Board of Chosen Freeholders.



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 13th day of March, 1975.

PASSAIC COUNTY WELFARE BOARD

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

ATTEST:

Kathryn Saccoman  
KATHRYN SACCOMAN  
SECRETARY-TREASURER

EMPLOYEES OF THE PASSAIC COUNTY  
WELFARE ASSOCIATION

By Mark H. Schiffer  
MARK H. SCHIFFER, CHAIRMAN

ATTEST:

Maurine Koningswood  
MAURINE KONINGSWOOD  
SECRETARY

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

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

OFFICE OF EMPLOYEE RELATIONS  
OFFICE OF THE GOVERNOR,  
STATE OF NEW JERSEY

Dated 27th day of August, 1975

