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THIS DOES NOT
CIRCULATE

A G R E E M E N T

BETWEEN

THE PASSAIC COUNTY BOARD OF SOCIAL SERVICES

AND

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

January 1, 1984 through December 31, 1986

Institute of Management

AUG 0 1985

RUTGERS UNIVERSITY

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PREAMBLE

This Agreement entered into this 31st day of July, 1984 by and between the Passaic County Board of Social Services, 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 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 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, 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, Management Specialist, Administrative Analyst, Personnel Assistant, Supervising Personnel Clerk, Legal Assistant, Confidential Employees assigned to the Director, Deputy Director or Personnel Officer, Auditors, Counsels, 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 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 that are, and only to the extent that they are, specifically modified by this Agreement and are not contrary to public policy or any law of the State of New Jersey, or any rules, regulations or directives lawfully promulgated by and within the scope of authority of the State Division of Public Welfare or the Department of Civil Service.

ARTICLE III
DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association, together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions were made. The revocation of this authorization shall be in accordance with applicable statutes as presently existing or as may be amended. In addition, on or about June 1st and November 1st, the Employer shall submit to the Treasurer of the Association a current list of employees from whom dues payments are being deducted. In those cases where an employee decides to resign his or

her Association membership, it shall be the obligation of the first party to become aware of such resignation to notify the other party in writing.

ARTICLE IV

REGULARLY PRESCRIBED HOURS OF WORK

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

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

3. A. Overtime: overtime means the officially required performance by any 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 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 exceed 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 terms 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 three (3) 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 judgement 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.

6. Part Time Employment

A. Part time employee means an employee who by arrangement works a constant percentage of full-time in a regular work hours position and is paid a percentage of the annual salary or at the hourly rate for the annual salary provided for the title in which he/she works.

B. Part time employment shall only be available to employees in permanent status and shall be requested, in writing, by the employee.

C. Selection for part time employment shall be on the basis of

- (1) Reason for the request
- (2) Seniority in the Agency
- (3) Needs of the work unit

D. Part time employment hours shall not exceed seventeen and one-half (17.5) hours per week; equal to one-half of the regularly prescribed work week of thirty-five (35) hours and shall be assigned within the regularly prescribed work hours in accordance with a schedule promulgated by the Employer's Director.

E. The Employer reserves the right to select the titles, and the number of employees within such titles, which will be eligible for part-time employment in order to ensure adequate coverage of all units during normal working hours.

F. An employee who opts for part-time employment will work in this capacity for a specific time period of three (3) months. A review is to be completed at the end of each three month period and the

part time employment may continue as needed and approved by the Employer.

G. In the absence of a second permanent status volunteer in a part time (shared job) slot, the Employer shall post notice of such vacancy for a period of thirty (30) days. If no such permanent status volunteer responds to the notice within the given time period such slot will automatically revert to a full time slot with all of the benefits, rights, obligations and duties afforded to all other full time employees covered by this Agreement.

H. Part time employees working weekly hours as stipulated above may be granted benefits given full time employees on a pro-rated basis with the exception of health benefits, defined as Hospitalization, Medical-Surgical, Major Medical, Prescription Drug, Dental and Optical Plans which said medical benefits shall not be granted. Part time employees will not be eligible for group life insurance now received by full time employees through the County of Passaic Group Plan

Those benefits which shall be granted are as follows:

- (1) Vacation credits will be pro-rated in accordance with the schedule found in Civil Service rule 4:2-17.12.
- (2) Sick time credit will be pro-rated in accordance with the schedule found in Civil Service rule 4:2-17.14.
- (3) Administrative leave will be granted in accordance with Civil Service rule 4:2-17.6 on a proportionate basis.
- (4) Holiday leave will be granted in accordance with Civil Service rule 4:2-18.2.

I. Whenever it is necessary or required that part time employees attend training sessions their hours of work shall be adjusted to meet the schedule of the Training Department. Part time employees may also have their

work schedules adjusted to attend meetings or conferences whenever it is deemed necessary and appropriate by the Employer.

J. Part time employment will be on a limited experimental basis for a period of one year provided that such utilization is not detrimental to Agency operations. The part time policy shall be reviewed at three (3) month intervals by the Employer and revisions made as deemed necessary. At the expiration of the experimental period a decision will be made by the Employer as to whether or not part time employment will be continued.

K. Vacation policy, late time policy and all other policies applicable to all employees of the Employer shall also be applicable to part time employees.

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 with his/her superior and obtaining a resolution thereby. Nothing herein shall be construed as preventing an employee from independently and confidentially having a complaint or personal 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 Association 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 Association to present the grievance. This shall not apply to contractual grievances which shall be presented by the Association exclusively. Nothing herein contained shall be construed as limiting the right of any employee having a personal problem to discuss the matter in-

formally with any appropriate member of the Administration, and having the problem adjusted without the intervention or involvement of the Association; 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 Association 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 Association Grievance Officer and/or his/her designee in the presentation and processing of a grievance.

4. The Association Grievance Officer or one (1) duly designated member of the Association 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 judgement of the Association Grievance Officer a grievance affects a group of employees, such grievance may be processed on behalf of said group by the Association through all the steps of this procedure.

7. If in the judgement of the Association 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 superceded by the Association.

8. The Employer agrees that reasonable advance notice of any hearings

or meetings concerning a grievance shall be provided to the grievant and the Association 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 working days from the date the Director or his designee is served a copy of the written decision by the Association Grievance Officer. In the event the Director disapproves the written decision, he shall present his reasons in writing to the Association 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 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 the 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 Association Grievance Officer or other duly designated member of the Association 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 Association 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 Association 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 Association 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 finders 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 Association and the Employer. The cost of the fact finder shall be equally shared between the Employer and the Association.

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 Association 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 Association Executive Board to be present at all such charges as described above except in those cases where the charged employee has signed the standard written waiver of Association representation.

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 Association 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.

ARTICLE VI

HOLIDAYS

1. The legal paid holidays are as follows:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	The Friday following 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 preceeding Friday.

3. Employees not in pay status on the day preceeding 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 judgement 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 holiday, 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 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. All employees who were engaged in employment with the Employer on December 31, 1974 shall be entitled, in the eleventh and twelfth years, to have and enjoy the vacation rate of eighteen (18) working days per year. This provision shall not apply to those employees who commenced employment with the Passaic County Board of Social Services after December 31, 1974.

7. 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 week.

8. Seasonal employees may be granted vacation leave of one (1) day per each month, or major fraction thereof of full time service.

9. 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 or absences, or parts thereof not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

10. Vacation time for all employees shall be scheduled and taken within the calendar year in which it is earned, 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) weeks notice being given to the employee. Upon receipt of such notice being given that his/her vacation will be cancelled, the employee will have the right to appear before the Director with his/her supervisor and a representative from the Association.

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

12. Vacations should not be extended through use of sick leave and

the Director may require medical certification as provided in Civil Service rules and regulations.

13. 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).

14. 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 Civil Service. 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 Civil Service for reasons as established by Commission 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 Civil Service. 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 Civil Service. 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 Civil Service approval, returning from approved leave of absence will be returned to the position he/she was filling prior to leave, provided that a slot is available at the time of return, said employee may be granted the higher position as soon as a slot becomes available. It is understood, however, that a Civil Service certified list of eligible candidates for any slot will take precedence over the foregoing statements regarding provisional employees.

7. The Employer will maintain full health benefits coverage for employees on approved leave of absence, for three 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 Civil Service.

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 of short or longer term, the employee is required to notify his/her 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 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 Civil Service rules and regulations.

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

ARTICLE X
MATERNITY 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 Civil Service Rule 4:2-17.1.

ARTICLE XI
HEALTH AND WELFARE

1. The Employer shall provide health insurance benefits to all employees and their families under the Passaic County Self-Funded Reinsured Health Benefits Program which is intended by prior agreement to provide benefits (services) identical to or better than the State Health Benefits Program as it existed at the time the Employer joined said County Plan which included Blue Cross (series 14/20), Blue Shield, Rider J, and Prudential Major Medical.

2. The Employer shall continue to provide a Prescription Drug Plan with a deductible provision of one (\$1.00) dollar 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 Group Health Insurance Dental 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 twenty-five (\$25.00) dollars for single focal eyeglasses or contact lenses, thirty (\$30.00) dollars for bi-focal and tri-focal eyeglasses, and twenty-five (\$25.00) dollars for an eye examination every two years.

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 specified above so long as such provider offers employees benefits (services) identical to or better than those offered under plans currently in effect.

7. In the event the County of Passaic improves the coverage available to county employees under the Passaic County Self-Funded Reinsured Health Benefit Program or the Group Health Insurance Dental Plan the parties will reopen negotiations on that issue within thirty (30) days of such improvement, but in any event not before January 1, 1986.

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 ($\frac{1}{2}$) 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 (\$12,000) dollars. 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 will be compensated as follows subject to appropriations by appropriate funding agencies, the salaries and stipulations 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 entry level step and maximum step as more particularly specified and set forth in Appendix A.

2. Effective January 1, 1984 the "salary differential" of 5% of the minimum step of the salary range shall be granted to and permanently incorporated within the salary of all employees hired or or before December 31, 1983.

3. Effective January 1, 1984 an entry level step shall be created which does not include an incorporated salary differential. Employees hired on or after January 1, 1984 shall receive salaries in accordance with the rate determined with the entry level step.

4. Effective January 1, 1984 all employees shall have their salaries adjusted step to step so as to receive an increase of 4%.

5. Effective July 1, 1984 all employees shall have their salaries adjusted step to step so as to receive an increase of 3%.

6. Effective January 1, 1985 all employees shall have their salaries adjusted step to step so as to receive an increase of 3%.

7. Effective July 1, 1985 all employees shall have their salaries adjusted step to step so as to receive an increase of 5%.

8. Effective January 1, 1986 all employees shall have their salaries adjusted step to step so as to receive an increase of 4%.

9. Effective July 1, 1986 all employees shall have their salaries adjusted step to step so as to receive an increase of 4%.

10. In 1984, 1985 and 1986 employees whose performance has been at least satisfactory as determined by the agency performance evaluation re-

view 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.

11. For the purpose of implementing the provisions of Paragraph 10, 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, taken from Ruling 11 in effect 12/31/83.

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 provided a plan for annual merit increments has been adopted by the County Welfare Agency. 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 range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.

12. A cash payment of Two Hundred and Fifty (\$250.00) Dollars shall be payable no later than the second pay in February, 1984 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, 1984.

13. A cash payment of Three Hundred and Fifty (\$350.00) Dollars shall be payable no later than the second pay of February, 1985 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, 1985.

14. A cash payment of Four Hundred (\$400.00) Dollars shall be payable no later than the second pay of February, 1986 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, 1986.

15. Commencing January 1, 1985 and thereafter all employees who have completed ten (10) years or more of service with the Board shall receive a service award equal to 1% of their base salary. Said service award shall not be incorporated into base salary.

16. All employees hired as Income Maintenance Technicians subsequent to July 1, 1984 shall be promoted to Income Maintenance Worker at Range 15 after completion of one year permanent service and a satisfactory performance evaluation as an Income Maintenance Technician. Movement from Range 15 to Range 17 will take place after one (1) year of permanent

service as an Income Maintenance Worker.

ARTICLE XIV
RULING ELEVEN

All rights, privileges, prerogatives, duties and obligations of the parties contained in the Ruling Eleven in effect on 12/31/83 shall be incorporated in this Agreement, where applicable, except as modified by specific provisions set forth in this agreement, and only to the extent such provisions of this agreement and of said Ruling Eleven are not contrary to applicable law or rules or regulations lawfully promulgated by and within the scope of authority of the State Division of Public Welfare or the Department of Civil Service.

ARTICLE XV
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 Civil Service Rule 4:2-17.6.

ARTICLE XVI
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, sister, brother, grandparents, and other relatives deemed appropriate by the Employer's Director.

ARTICLE XVII
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 Civil Service Statutes or rules and regulations.

ARTICLE XVIII
LONGEVITY

The Employer agrees to provide longevity payments of 2% of the employees 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 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 condition that the employee will return to the Agency and continue employment and be an asset, due to the graduate training received, in carrying out the Employer's Program. The parties agree that, effective July 1, 1984, there shall be a one (1) year moratorium on the granting of full time educational leave. At the end of such moratorium the subject shall be reopened for negotiations between the parties.

2. Subject to the Employer's approval, the cost of any graduate or undergraduate courses taken by permanent employees of the Employer, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology, Business Administration, Public Administration or other job related fields will be reimbursed by the Employer provided that:

- 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 employee executes the part time education agreement previously

- agreed upon by the Employer and the Association; and
- d.. the employee continues in full time employment with the Employer; and
 - 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.

3. 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 subject to the conditions specified in clause two (2) of this Article. The Employer agrees to approve a minimum of sixty (60) credits of such courses during each academic semester provided sufficient applications are made by qualified employees.

4. The Employer will provide reimbursement for tuition, stipends, and other expenses as permitted by the New Jersey Division of Public Welfare.

5. Training leave with pay may be granted, at the Employer's discretion, to any employee desiring to attend, at his/her own expense, any course, seminar or conference relevant to his/her duties in carrying out the Employer's programs for which reimbursement or payment is not available. The period of authorized leave with pay shall not exceed the time of actual attendance plus reasonable travel time.

6. It is recognized that all permanent employees in the clerical unit shall have the right to participate in the Employer's Educational

Program, including reimbursement for undergraduate courses which will either improve skills in the clerical field or provide new skills in other Agency related areas. Reimbursement shall be subject to the conditions specified in clause two (2) of this Article.

7. There shall be a Training Advisory Committee established in accordance with the requirements of the New Jersey Division of Public Welfare. One (1) representative of the Association, who is an employee of the Employer, shall be appointed to the Committee from a list of three (3) names submitted to the Employer by the Association Chairperson. Other Committee members shall be selected by the Employer from all ranks (i.e. levels) and departments of the Agency. The final selection of such members shall be made by the Employer's Director or his designee. Terms of all members shall commence on January 1 and end on March 31 of the following year (i.e. fifteen (15) months).

ARTICLE XX
EQUAL TREATMENT

The Employer and the Association 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, Association membership or legal Association activity.

ARTICLE XXI
ASSOCIATION RIGHTS

1. The Association has the right and responsibility to represent the interests of all employees within the bargaining unit; to present its views to the employer on matters of concern, either orally or in writing;

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

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

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

5. The Association 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 may continue after work hours. The Association 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. The Employer shall provide office space for the exclusive use of the Association for Association business in the Employer's main office, upon the relocation of the main office, expected on or about January of 1985. Employees will be permitted to consult, during work hours, with Association representatives in such office only during the times set by a weekly schedule established by the Association in consultation with the

Employer, said time per week not to exceed five (5) hours. The setting of office hours shall not affect the right of the Association to use such office for the storage of records and equipment and meetings of the Association Executive Board.

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 Association for posting notices, etc., pertaining to Association business. All such notices shall be submitted to the Employer prior to posting.

ARTICLE XXII

FULLY-BARGAINED PROVISION

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

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or 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, 1984 and remain in effect up to and including December 31, 1986 except as provided otherwise herein.

2. Negotiations on a successor contract shall commence on or about October 1, 1986 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 Association.

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 eighteen (18¢) per mile. Effective July 1, 1984 the reimbursement rate shall increase to twenty-One (21¢) cents per mile and shall thereafter be adjusted on January first of each year to reflect the rate set by the United States Internal Revenue Service for use in computing employee business expenses.

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 (\$120.00) 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 first of each year.

ARTICLE XXVI

CONDITIONS OF EMPLOYMENT

1. The Employer agrees to make every effort 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 lease with its landlord, regarding heat, air cooling, sanitary and other relevant conditions.

2. The Employer shall make every effort to 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 Association 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 Association may offer suggestions on such plans and designs to the Employer.

ARTICLE XXVII

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

The Association 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 Association, except in the case of an emergency situation in which case the Employer will meet and confer with the Association 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.

ARTICLE XXVIII

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.

3. The Employer will do everything within its power, subject to fiscal constraints, to fill vacant spots within the Agency within a reasonable period of time after such vacancy occurs.

ARTICLE XXIX

PERSONNEL FILES

1. 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

Association, shall retain the right to contest said determination for a period not to exceed two (2) years following the first review of said file by said employee or his/her designee following the insertion of the document in question into said file.

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 an Association 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.

ARTICLE XXX

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 XXXI

ASSOCIATION ACTIVITY WITH PAY

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

1. The Association will have access to a meeting room, designated by the Employer, for conferences or meetings by the Executive Board of the Association concerning legitimate Association business.

2. The Association Grievance Officer and one (1) other member of the Association Executive Board may represent employees in the negotiation and processing of grievances at the second step or above.

3. The Association may post notices on the bulletin board provided and distribute material, related to legitimate Association business, to employees.

4. The Executive Board of the Association shall be permitted to attend negotiations meetings involving this Agreement or the interpretation of this Agreement.

5. Association representatives shall be permitted to transmit, to the Employer, communications duly authorized by the Association.

6. The Association may consult with the Employer, or its duly designated representatives, on matters of concern.

7. Two (2) members of the Association Executive Board will be permitted to attend meetings of the Employer's Personnel Committee in order to fulfill the Association's legitimate role in employee grievance and disciplinary proceedings, but only to the extent of such proceedings, and, as appropriate and only to the extent necessary, where the Employer determines that the Association 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 Association Executive Board and the Employer's Personnel Committee.

8. Two (2) members of the Association Executive Board will be permitted to make a one (1) hour presentation to new employees in training concerning the Association 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 Association Executive Board will be permitted to attend.

10. In the event the Association 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 subcommittees, or other appropriate body, a maximum of two (2) members of the Association Executive Board will be permitted to attend a maximum of five such meetings annually, unless prior approval to exceed that number has been obtained from the Employer.

11. A maximum of two (2) members of the Association Executive Board will be permitted to attend up to five (5) meetings annually which are

of interest or concern to the Association unless prior approval to exceed that number has been obtained from the Employer.

ARTICLE XXXII

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 Civil Service in line promotional procedures shall take precedence. Qualifications for positions are established by the New Jersey Department of Civil Service. 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 civil service 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 Association 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 Civil Service 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 XXXIII

GENERAL PROVISIONS WORK RULES

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

ARTICLE XXXIV

PARKING

The Employer shall provide parking at no cost to all employees in all of its offices, provided parking space is available and funds are appropriated. Supervisory employees shall receive preferred parking privileges provided parking space is available and funds for said expenditure are appropriated.

ARTICLE XXXV

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 time.
2. Maintenance and security personnel shall receive an annual clothing

allowance of Two Hundred (\$200.00) Dollars at the time of anniversary date in order to purchase necessary clothing, uniforms, etc.

3. Maintenance and security personnel may be utilized outside of normal work hours, without same being considered as overtime, so long as the concept of a seven (7) hour day and five (5) day, thirty-five (35) hour week is adhered to. This would include weekends so long as the assignment of weekend work is equitably shared among available employees.

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 XXXVI

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.

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 31st day of July, 1984.

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

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

ATTEST:

Gertrude Silverman
GERTRUDE SILVERMAN
SECRETARY TREASURER

EMPLOYEES OF PASSAIC COUNTY WELFARE ASSOCIATION

by: Bruce James
BRUCE JAMES, CHAIRMAN

ATTEST:

Mary Ann Systma
MARY ANN SYSTMA
SECRETARY-TREASURER

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/84 - 6/30/84

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
0	341	6819	7160	7502	7843	8184	8525	8866	9207	9548
1	358	7160	7518	7877	8237	8596	8955	9314	9674	10033
2	376	7519	7896	8272	8648	9024	9401	9776	10152	10528
3	395	7896	8291	8685	9079	9473	9868	10262	10656	11050
4	415	8290	8705	9119	9533	9947	10360	10774	11188	11602
5	435	8704	9138	9573	10009	10444	10879	11314	11750	12185
6	457	9138	9595	10054	10511	10969	11428	11885	12343	12801
7	480	9597	10077	10557	11038	11518	11998	12480	12960	13441
8	504	10078	10582	11086	11592	12096	12602	13106	13612	14116
9	529	10582	11111	11641	12170	12699	13229	13758	14286	14816
10	556	11111	11667	12222	12777	13332	13887	14441	14997	15552
11	583	11667	12250	12833	13415	13996	14579	15161	15744	16326
12	612	12249	12862	13472	14084	14694	15306	15917	16528	17139
13	643	12860	13502	14145	14789	15432	16074	16717	17360	18003
14	675	13502	14177	14852	15527	16202	16877	17552	18226	18901
15	709	14177	14887	15595	16303	17011	17720	18428	19136	19844
16	744	14886	15630	16375	17119	17864	18609	19353	20098	20842
17	782	15630	16411	17193	17976	18758	19541	20324	21106	21888
18	821	16412	17233	18053	18874	19694	20515	21335	22155	22976
19	862	17233	18095	18956	19817	20679	21540	22402	23263	24124
20	905	18094	18999	19905	20809	21715	22620	23525	24431	25335
21	950	19000	19949	20900	21850	22801	23752	24703	25654	26604
22	998	19950	20948	21945	22943	23941	24938	25937	26934	27931
23	1047	20948	21995	23043	24091	25139	26186	27234	28282	29330
24	1100	21996	23096	24196	25295	26394	27493	28592	29692	30791
25	1155	23095	24250	25405	26561	27716	28871	30027	31182	32338
26	1213	24251	25463	26676	27890	29102	30315	31529	32741	33955

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/84 - 6/30/84

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
27	1273	25463	26736	28010	29284	30557	31831	33105	34378	35652
28	1337	26737	28074	29411	30749	32086	33424	34761	36098	37436
29	1404	28075	29479	30883	32287	33691	35095	36499	37903	39308
30	1474	29479	30952	32426	33900	35374	36848	38322	39796	41269
31	1548	30952	32500	34049	35596	37145	38693	40241	41790	43338
32	1625	32501	34127	35752	37378	39003	40629	42254	43880	45505
33	1706	34127	35833	37538	39244	40950	42657	44362	46068	47773
34	1792	35832	37624	39416	41209	43001	44793	46586	48378	50170
35	1881	37624	39505	41386	43266	45146	47027	48907	50787	52668

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/84 - 12/31/84

RANGE	INCREM	ENTRY	1	2	3	4	5	6	7	8
		LEVEL								
0	351	7024	7375	7727	8078	8430	8781	9132	9483	9834
1	369	7375	7744	8113	8484	8854	9224	9593	9964	10334
2	387	7745	8133	8520	8907	9295	9683	10069	10457	10844
3	407	8133	8540	8946	9351	9757	10164	10570	10976	11381
4	427	8539	8966	9393	9819	10245	10671	11097	11524	11950
5	448	8965	9412	9860	10309	10757	11205	11653	12102	12551
6	471	9412	9883	10356	10826	11298	11771	12242	12713	13185
7	494	9885	10379	10874	11369	11864	12358	12854	13349	13844
8	519	10380	10899	11419	11940	12459	12980	13499	14030	14539
9	545	10899	11444	11990	12535	13080	13626	14171	14715	15260
10	572	11444	12017	12589	13160	13732	14304	14874	15447	16019
11	601	12017	12617	13218	13817	14416	15016	15616	16216	16816
12	631	12616	13248	13876	14507	15135	15765	16395	17024	17653
13	662	13246	13907	14569	15233	15895	16556	17219	17881	18543
14	695	13907	14602	15298	15993	16688	17383	18079	18773	19468
15	730	14602	15334	16063	16792	17521	18252	18981	19710	20439
16	767	15333	16099	16866	17633	18400	19167	19934	20701	21467
17	805	16099	16903	17709	18515	19321	20127	20934	21739	22544
18	845	16904	17750	18595	19440	20285	21130	21975	22820	23665
19	888	17750	18638	19525	20412	21299	22186	23074	23961	24848
20	932	18637	19569	20502	21433	22366	23299	24231	25164	26095
21	979	19570	20547	21527	22505	23485	24465	25444	26424	27402
22	1027	20548	21576	22603	23631	24659	25686	26715	27743	28769
23	1079	21576	22655	23734	24814	25893	26972	28051	29130	30210
24	1133	22656	23789	24922	26054	27186	28318	29451	30583	31715
25	1189	23788	24977	26167	27358	28547	29737	30928	32117	33308
26	1249	24979	26227	27476	28727	29975	31224	32475	33723	34974

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/84 - 12/31/84

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
27	1311	26227	27538	28850	30163	31474	32786	34098	35409	36722
28	1377	27539	28916	30293	31671	33049	34427	35804	37181	38559
29	1446	28917	30363	31809	33256	34702	36148	37594	39040	40487
30	1518	30363	31881	33399	34917	36435	37953	39472	40990	42507
31	1594	31881	33475	35070	36664	38259	39854	41448	43044	44638
32	1674	33476	35151	36825	38499	40173	41848	43522	45196	46870
33	1758	35151	36908	38664	40421	42178	43937	45693	47450	49206
34	1845	36907	38753	40598	42445	44291	46137	47984	49829	51675
35	1938	38753	40690	42628	44564	46500	48438	50374	52311	54248

1/1/85 - 6/30/85

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
0	362	7235	7596	7959	8320	8683	9044	9406	9767	10129
1	380	7596	7976	8356	8739	9120	9501	9881	10263	10644
2	399	7977	8377	8776	9174	9574	9973	10371	10771	11169
3	419	8377	8796	9214	9632	10050	10469	10887	11305	11722
4	440	8795	9235	9675	10114	10552	10991	11430	11870	12308
5	462	9234	9694	10156	10618	11080	11541	12003	12465	12928
6	485	9694	10179	10667	11151	11637	12124	12609	13094	13581
7	509	10182	10690	11200	11710	12220	12729	13240	13749	14259
8	535	10691	11226	11762	12298	12833	13369	13904	14441	14975
9	561	11226	11787	12350	12911	13472	14035	14596	15156	15718
10	589	11787	12378	12967	13555	14144	14733	15320	15910	16500
11	619	12378	12996	13615	14232	14848	15466	16084	16702	17320
12	650	12994	13645	14292	14942	15589	16238	16887	17535	18183
13	682	13643	14324	15006	15690	16372	17053	17736	18417	19099
14	716	14324	15040	15757	16473	17189	17904	18621	19336	20052
15	752	15040	15794	16545	17296	18047	18800	19550	20301	21053
16	790	15793	16582	17372	18162	18952	19742	20532	21322	22111
17	829	16582	17410	18240	19070	19901	20731	21562	22391	23220
18	871	17411	18282	19153	20023	20894	21764	22634	23505	24375
19	914	18282	19197	20111	21024	21938	22852	23766	24680	25593
20	960	19196	20156	21117	22076	23037	23998	24958	25919	26878
21	1008	20157	21163	22173	23180	24190	25199	26207	27217	28224
22	1058	21164	22223	23281	24340	25399	26457	27516	28575	29632
23	1111	22223	23335	24446	25558	26670	27781	28893	30004	31116
24	1167	23336	24503	25670	26836	28002	29168	30335	31500	32666
25	1225	24502	25726	26952	28179	29403	30629	31856	33081	34307
26	1286	25728	27014	28300	29589	30874	32161	33449	34735	36020

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/85 - 6/30/85

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
27	1351	27014	28364	29715	31068	32418	33770	35121	36471	37824
28	1418	28365	29783	31202	32621	34040	35460	36878	38296	39716
29	1489	29785	31274	32763	34254	35743	37232	38722	40211	41702
30	1564	31274	32837	34401	35965	37528	39092	40656	42220	43782
31	1642	32837	34479	36122	37764	39407	41050	42691	44335	45977
32	1724	34480	36206	37930	39654	41378	43103	44828	46552	48276
33	1810	36206	38015	39824	41634	43443	45255	47064	48873	50682
34	1901	38014	39916	41816	43718	45620	47521	49424	51324	53225
35	1996	39916	41911	43907	45901	47895	49891	51885	53880	55875

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/85 - 12/31/85

RANGE	INCREM	ENTRY								
		LEVEL	1	2	3	4	5	6	7	8
0	380	7597	7976	8357	8736	9117	9496	9876	10255	10635
1	399	7976	8375	8774	9176	9576	9976	10375	10776	11176
2	419	8376	8796	9215	9633	10053	10472	10890	11310	11727
3	440	8796	9236	9675	10114	10552	10992	11431	11870	12308
4	462	9235	9697	10159	10620	11080	11541	12001	12463	12923
5	485	9696	10179	10664	11149	11634	12118	12603	13088	13574
6	509	10179	10688	11200	11709	12219	12730	13239	13749	14260
7	535	10691	11224	11760	12295	12831	13365	13902	14436	14972
8	561	11226	11787	12350	12913	13475	14037	14599	15163	15724
9	589	11787	12376	12967	13557	14146	14737	15326	15914	16504
10	619	12376	12997	13615	14233	14851	15470	16086	16705	17325
11	650	12997	13646	14296	14944	15590	16239	16888	17537	18186
12	682	13644	14327	15007	15689	16368	17050	17731	18412	19092
13	716	14325	15040	15756	16474	17191	17906	18623	19338	20054
14	752	15040	15792	16545	17297	18048	18799	19552	20303	21055
15	790	15792	16584	17372	18161	18949	19740	20527	21316	22106
16	829	16583	17411	18241	19070	19900	20729	21559	22388	23217
17	871	17411	18280	19152	20023	20896	21768	22640	23511	24381
18	914	18282	19196	20111	21024	21939	22852	23766	24680	25594
19	960	19196	20157	21117	22075	23035	23995	24954	25914	26873
20	1008	20156	21164	22173	23180	24189	25198	26206	27215	28222
21	1058	21165	22221	23282	24339	25399	26459	27517	28578	29635
22	1111	22222	23335	24445	25557	26669	27780	28892	30004	31114
23	1167	23334	24502	25668	26836	28003	29170	30338	31504	32672
24	1225	24503	25728	26953	28178	29403	30626	31852	33075	34299
25	1286	25727	27012	28300	29588	30873	32160	33449	34735	36022
26	1351	27014	28365	29715	31068	32418	33769	35121	36472	37824

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/85 - 12/31/85

RANGE	INCREM	ENTRY LEVEL								
			1	2	3	4	5	6	7	8
27	1418	28365	29782	31201	32621	34039	35459	36877	38295	39715
28	1489	29783	31272	32762	34252	35742	37233	38722	40211	41702
29	1564	31274	32838	34401	35967	37530	39094	40658	42222	43787
30	1642	32838	34479	36121	37763	39404	41046	42689	44331	45971
31	1724	34479	36203	37928	39652	41377	43102	44826	46552	48276
32	1810	36204	38016	39826	41637	43447	45258	47069	48880	50690
33	1901	38016	39916	41815	43716	45615	47518	49417	51317	53216
34	1996	39915	41912	43907	45904	47901	49897	51895	53890	55886
35	2096	41912	44007	46102	48196	50290	52386	54479	56574	58669

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/86 - 6/30/86

RANGE	INCREM	ENTRY LEVEL								
			1	2	3	4	5	6	7	8
0	395	7901	8295	8691	9085	9482	9876	10271	10665	11060
1	415	8295	8710	9125	9543	9959	10375	10790	11207	11623
2	436	8711	9148	9584	10018	10455	10891	11326	11762	12196
3	457	9148	9605	10062	10519	10974	11432	11888	12345	12800
4	480	9604	10085	10565	11045	11523	12003	12481	12962	13440
5	504	10084	10586	11091	11595	12099	12603	13107	13612	14117
6	529	10586	11116	11648	12177	12708	13239	13769	14299	14830
7	556	11119	11673	12230	12787	13344	13900	14458	15013	15571
8	584	11675	12258	12844	13430	14014	14598	15183	15770	16353
9	613	12258	12871	13486	14099	14712	15326	15939	16551	17164
10	644	12871	13517	14160	14802	15445	16089	16729	17373	18018
11	676	13517	14192	14868	15542	16214	16889	17564	18238	18913
12	710	14190	14900	15607	16317	17023	17732	18440	19148	19856
13	745	14898	15641	16386	17133	17879	18622	19368	20112	20856
14	782	15642	16424	17207	17989	18770	19551	20334	21115	21897
15	821	16424	17247	18067	18887	19707	20530	21348	22169	22990
16	862	17246	18107	18971	19833	20696	21558	22421	23284	24146
17	905	18107	19011	19918	20824	21732	22639	23546	24451	25356
18	951	19013	19964	20915	21865	22817	23766	24717	25667	26618
19	998	19964	20963	21962	22958	23956	24955	25952	26951	27948
20	1048	20962	22011	23060	24107	25157	26206	27254	28302	29351
21	1101	22012	23110	24213	25313	26415	27517	28618	29721	30820
22	1156	23111	24268	25423	26579	27736	28891	30048	31204	32359
23	1213	24267	25482	26695	27909	29123	30337	31552	32764	33979
24	1274	25483	26757	28031	29305	30578	31851	33126	34398	35671
25	1338	26756	28092	29432	30772	32108	33446	34787	36124	37463
26	1405	28095	29500	30904	32311	33715	35120	36526	37931	39337

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

1/1/86 - 6/30/86

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
27	1475	29500	30973	32449	33926	35401	36877	38352	39827	41304
28	1549	30974	32523	34072	35622	37172	38722	40271	41819	43370
29	1626	32525	34152	35777	37406	39031	40658	42284	43911	45538
30	1708	34152	35858	37566	39274	40980	42688	44396	46104	47810
31	1793	35858	37651	39445	41238	43032	44826	46619	48414	50207
32	1883	37652	39537	41419	43302	45185	47068	48952	50835	52718
33	1977	39537	41513	43488	45465	47440	49419	51394	53370	55345
34	2076	41512	43588	45663	47740	49817	51893	53971	56046	58121
35	2179	43588	45767	47946	50124	52302	54481	56658	58837	61016

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/86 - 12/31/86

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
0	411	8217	8627	9039	9448	9861	10271	10682	11092	11502
1	431	8627	9058	9490	9925	10357	10790	11222	11655	12088
2	453	9059	9514	9967	10419	10873	11327	11779	12233	12684
3	476	9514	9989	10464	10940	11413	11889	12364	12839	13312
4	499	9988	10488	10988	11487	11984	12483	12980	13480	13978
5	524	10487	11009	11535	12059	12583	13107	13631	14156	14682
6	550	11009	11561	12114	12664	13216	13769	14320	14871	15423
7	578	11564	12140	12719	13298	13878	14456	15036	15614	16194
8	607	12142	12748	13358	13967	14575	15182	15790	16401	17007
9	637	12748	13386	14025	14663	15300	15939	16577	17213	17851
10	669	13386	14058	14726	15394	16063	16733	17398	18068	18739
11	703	14058	14760	15463	16164	16863	17565	18267	18968	19670
12	738	14758	15496	16231	16970	17704	18441	19178	19914	20650
13	775	15494	16267	17041	17818	18594	19367	20143	20916	21690
14	813	16268	17081	17895	18709	19521	20333	21147	21960	22773
15	854	17081	17937	18790	19642	20495	21351	22202	23056	23910
16	897	17936	18831	19730	20626	21524	22420	23318	24215	25112
17	942	18831	19771	20715	21657	22601	23545	24488	25429	26370
18	989	19774	20763	21752	22740	23730	24717	25706	26694	27683
19	1038	20763	21802	22840	23876	24914	25953	26990	28029	29066
20	1090	21800	22891	23982	25071	26163	27254	28344	29434	30525
21	1145	22892	24034	25182	26326	27472	28618	29763	30910	32053
22	1202	24035	25239	26440	27642	28845	30047	31250	32453	33653
23	1262	25238	26501	27763	29025	30288	31550	32814	34075	35338
24	1325	26502	27827	29152	30477	31801	33125	34451	35774	37098
25	1391	27826	29216	30609	32003	33392	34784	36178	37569	38962
26	1461	29219	30680	32140	33603	35064	36525	37987	39448	40910

PASSAIC COUNTY BOARD OF SOCIAL SERVICES - COMPENSATION SCHEDULE

7/1/86 - 12/31/86

RANGE	INCREM	ENTRY LEVEL	1	2	3	4	5	6	7	8
27	1534	30680	32212	33747	35283	36817	38352	39886	41420	42956
28	1611	32213	33824	35435	37047	38659	40271	41882	43492	45105
29	1691	33826	35518	37208	38902	40592	42284	43975	45667	47360
30	1776	35518	37292	39069	40845	42619	44396	46172	47948	49722
31	1865	37292	39157	41023	42888	44753	46619	48484	50351	52215
32	1958	39158	41118	43076	45034	46992	48951	50910	52868	54827
33	2056	41118	43174	45228	47284	49338	51396	53450	55505	57559
34	2159	43172	45332	47490	49650	51810	53969	56130	58288	60446
35	2267	45332	47598	49864	52129	54394	56660	58924	61190	63457