

AGREEMENT

between

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

and

PASSAIC COUNTY BOARD OF SOCIAL SERVICES

January 1, 2019 - December 31, 2021

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PREAMBLE

This Agreement entered into this 12th day of December 2019, by and between the Passaic County Board of Social Services, hereinafter referred to as the "Employer" and the Communications Workers of America, hereinafter referred to as the "Union", has as its purpose the effectuation and continuation of harmonious relations as between Employer and the Union, the establishment of an equitable procedure for the resolution of differences, and the establishment of rate of pay, hours of work, and other conditions of employment. Said Agreement represents the complete and final understanding insofar as all issues covered by this Agreement between the Employer and the Union.

ARTICLE I

RECOGNITION

- A. In accordance with the Certification of Representative from the Public Employment Relations Commission dated May 9, 1996, the Employer recognizes the Union as the exclusive collective negotiations agent for all non-supervisory employees employed by the Passaic County Board of Social Services, including employees in the titles listed in paragraph B of this Article.
- B. The titles represented by CWA Union shall be as follows:

- Account Clerk
- Agency Aide
- CSP Specialist
- Child Support Worker
- Clerk
- Clerk Messenger
- Clerk Steno
- Clerk Typist
- Data Control Clerk
- Data Entry Machine Operator
- Human Service Specialists 1, 2 and 3
- Income Maintenance Aide

Income Maintenance Worker Investigator
Microfilm Operator
Motor Vehicle Operator/Elderly and Handicapped Purchasing
Assistant
Rec. Therapist
Receptionist/Interpreter
Senior Mail Clerk
Social Service Aide
Social Service Technician Social
Work Specialist Social Worker
Sr. Account Clerk Sr.
Clerk Steno
Sr. Clerk Typist
Sr. Data Entry Machine Operator
Sr. Receptionist/Interpreter
Stock Clerk
Telephone Operator
All bi-lingual variants of the above titles

C. The following positions are considered to be confidential and thereby excluded from the bargaining unit:

Clerical staff assigned to the Personnel Department, Training Department or Director's Office.

Confidential Investigators

Secretary to the Deputy Director, one secretary assigned to each Field Office Manager, and Public Information Officer.

Staff assigned to the Management Information System (MIS) Department.

D. In the event new titles are adopted or implemented by the Employer during the life of this Agreement, the parties shall determine whether such title is appropriately part of the bargaining unit or managerial or confidential.

E. Notwithstanding the above, new employees shall not be represented by the Union until the 92nd calendar day of employment, said period constituting a probationary period. It is recognized, however, that such probationary employees may be incidentally benefited as a consequence of representation of non-probationary employees.

1. In the event of disciplinary action or non-performance charge against a probationary employee, such employee shall be advised of the charges on non-performance specifics and entitled to a hearing before the Personnel Officer or Employer's designee and an appeal to the Director for review on the record of such hearing only. The Director shall have the discretion to require additional information but shall not be obligated to do so. Such appeal must be requested in writing within five (5) calendar days of a decision by the Personnel Officer or Employer's designee.
2. Such probationary employee shall be entitled to submit a written presentation which will be submitted to the Personnel Committee together with the Director's recommendation, provided that said presentation is submitted to the Director no later than five (5) working days after the Director has rendered a decision on the appeal.
3. Initiation of a disciplinary action or non-performance charge during the probationary period shall preclude Union representation on such action until the initiated action is concluded, including determination on appeal.
4. Probationary employees shall have no rights of hearing and appeal and are given no rights under this Agreement except as specified above.
5. The Union shall be notified of any disciplinary action, as defined in Article VI of this Agreement, against a probationary employee and the results thereof. Such notification will not imply representation of such employees.
6. Anyone re-employed shall be considered a new hire except where such re-employment follows a layoff.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

DUES CHECK-OFF

A. accordance with Title 52: 14-15.9e of the New Jersey Statutes Annotated, the Employer agrees to deduct the Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed with the Employer between May 15 and June 30 of that year. Upon receipt of a notice of withdrawal the Employer will forward the notice to the Union. In addition, on or about June 1st and November 1st, the Employer shall submit to the Treasurer of the Union a current list of employees from whom dues payments are being deducted upon request. In those cases where an employee decides to resign his or her Union membership, it shall be the obligation of the first party to become aware of such resignation to notify the other party in writing.

B. The Employer agrees to deduct in accordance with P L. 1979. Chapter 477, as it relates to the Agency Shop provisions, a representation fee not to exceed 85% from non-union employees as directed by the Union. The Union agrees to implement a demand and return system as set forth by statute. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance *with* section 3 of P.L. 1979, Chapter 477, a return of any part of that fee paid by him/her which represents employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

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

1. The Employer notifies the Union in writing, within fifteen (15) days of receiving written notice of any claims, demands, suits or other forms of liability.

2. A claim, demand, suit or other form of liability is not the result of any type of willful misconduct by the Employer's willful imperfect execution of the obligations imposed upon it by this Article.
3. The Employer will cooperate with the Union in gathering permissible and applicable evidence, from its records, providing witnesses from the Administrative Staff, and in other aspects of defending an action arising out of this Article.

If the Union so requests, in writing, the Employer may surrender full responsibility for the defense of such claim, demand, suit or other form of liability to the Union and will continue to cooperate with the Union in defending an action arising out of this Article.

If the Union does not defend the action, it is understood the Union shall underwrite any and all costs incurred by the Employer in connection with the defense and will provide evidence from its records, provide witnesses, and cooperate in all other aspects of the defense.

ARTICLE IV

REGULARLY PRESCRIBED HOURS OF WORK

- A. The official work week shall consist of thirty-five (35) hours per week, five (5) days per week except holidays.
- B. One (1) hour per day shall be allowed for lunch in accordance with the Employer's schedule. Breaks shall be permitted in accordance with the past practice of the agency throughout the life of this agreement.
- C. Overtime
 1. Overtime means the officially required performance by an employee of extra services entirely outside of the regularly prescribed hours of duty, which services are

independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require same, and only when specifically authorized in advance by the Employer's Director or his designee. Any employee who is directed and authorized by the Employer's Director or designee to work in excess of forty hours in any week will be paid time and one-half (1 1/2) for those hours worked in excess of forty (40) hours and those employees who are required to work on a designated holiday shall receive, in addition to a contractual payment for the day, additional compensation at the rate of time and one-half (1 1/2). Solely for the purpose of overtime compensation, the following days shall be exempted holidays: Lincoln's Birthday and the Day After Thanksgiving. Overtime worked on exempted holidays, on the days on which these holidays are observed as described in Article VII, or on a Saturday within the same work week, shall be compensated on an hour for hour basis at the employees' normal rate of pay.

2. When overtime is available, the opportunity to work overtime shall be extended to employees in the appropriate work units and the appropriate titles selected to perform the work as determined by the employer on a rotational basis in order of seniority provided the employee is capable of performing the work. When an emergency arises or an insufficient number of employees are available, the employer can mandate assignments to qualified employees in reverse order of seniority on a rotational basis. Notwithstanding the employer's right to mandate overtime assignment as prescribed in this section, employees shall have the right to refuse overtime on the exempted holidays contained in Section 1 above.
3. Any employee who is directed and authorized to work between thirty-five (35) and forty (40) hours in any work week will be paid on the basis of straight time for those hours

worked. However, all other overtime compensation shall apply.

D. The safety of all field workers shall be safeguarded to the maximum extent in formulating and conducting work assignments.

E. Schedules of Work

1. The Employer shall establish the hours when public services are provided at each site under its control.

2. The Employer will inform the Union of the hours of operation of each field office and the schedules at each site by September 30 of each year. The Employer will notify the Union thirty (30) days in advance of any alteration in the hours of operation of its offices. This does not constitute a waiver of the Union's right to negotiate over work schedules.

3. a. Standard work schedules shall begin at 7:30, 8:00 and 8:30a.m.
b. A special work schedule shall be established to begin at 7: 15a.m.

This schedule will be limited for use by employees in the telephone operators unit and reception units and those employees in the title Motor Vehicle Operator for the purpose of ensuring prompt service to agency clients. The assignment of employees to this special work schedule will be at the unilateral discretion of management. Employees in the telephone operators unit and reception units who are not assigned a 7:15 a.m. work shift will be able to participate in the Alternate Flex Time Policy.

c. Any employee permanently assigned to a 7:15 a.m. start time will receive a 5% salary differential based on the entry level step of the range as long as they continue to be assigned to that position and start time. Such employees may not participate in either the alternative flex time or regular flex time policies and the use of

administrative leave time may not be used to offset lateness.

d. Employees in the title Motor Vehicle Operator may not participate in either the regular Flex Time or Alternative Flex Time programs and the use of administrative leave time may not be used to offset lateness. Effective 1/1/10 employees in the title Motor Vehicle Operator will be compensated at range 10 of the Passaic County Board of Social Services Compensation Schedule.

4. Employees will be permitted to select from among the available work schedules used at the office to which the employee is assigned.
5. Employees will be permitted to change work schedules each January by notifying the Employer prior to December 1. More frequent changes may be made for good reason, including when a change in schedule will prevent a hardship, with the approval of the Employer.
6. When necessary to assure the effective delivery of services, public safety or effective training or supervision, the Employer retains the right to deny the shift selection of any individual employee.
7. The Employer agrees to utilize seniority to resolve conflicts in the selection of schedules whenever applicable.
8. Regular Flex Time Policy
 - a. The regular flex time policy applies to all employees except those employees subject to the provisions of the alternate flex time policy.
 - b. The Employer shall have the right to exclude employees in designated work units from participating in the agreed upon flex time policy. Excluded employees will be permitted to participate in the Alternate Flex Time Policy as described in

paragraph 8 below. The designated work units are reception, telephone operators and outreach sites.

In the event new initiatives, project or work units are developed, the Employer will make every reasonable effort to allow employees to participate in the Regular Flex Time Policy. In those instances where it will not be possible to permit employees to participate in the Regular Flex Time Policy, they will be permitted to participate in the Alternate Flex Time Policy. The Union will receive at least sixty (60) days notice prior to the implementation of any new initiative, project or work unit, in the event the Employer maintains that employees participating in such initiative, project or work unit will not be able to participate in the Regular Flex Time program. If a dispute exists with respect to participation in the Regular Flex Time program, the Union and the Employer will engage in good faith negotiations to resolve the dispute. If the dispute is not resolved within thirty (30) days of receipt of notice by the Union, the dispute may be submitted to expedited arbitration.

- c. Employees will be permitted to commence their work shift as much as fifteen (15) minutes before or thirty (30) minutes after the scheduled start of their workday.
- d. Employees who arrive to work more than thirty (30) minutes after the scheduled start of their shifts shall have their shifts end at its standard time. Employees who arrive more than thirty (30) minutes after the scheduled start of their shift are considered late and shall not be permitted to make up the minutes at the end of the workday.
- e. Workers who arrive more than thirty (30) minutes after the start of their work

shift shall be subject to the lateness provisions of the disciplinary policy set forth in this article.

- f. Employees subject to the regular flex time provisions may not use Administrative Leave time to offset lateness.
- g. The flex time policy will not be applicable in those instances when employees are required to attend training sessions, hearings, meetings or other scheduled work events at the start of their scheduled shift.

9. Alternate Flex Time Policy

- a. All employees participating in the Alternate Flex Time Policy will be permitted a maximum of ten (10) minutes after the scheduled start time in reporting for work.
- b. Employees participating in the Alternate Flex Time policy who arrive at work more than ten (10) minutes after the scheduled start of their shift will be considered late and shall not be permitted to make up the minutes at the end of the workday.
- c. Employees subject to the provisions of the Alternate Flex Time Policy may use up to ten (10) hours of regular Administrative Leave time to offset lateness in one-hour segments.
- d. The flex time policy will not be applicable in those instances when employees are required to attend training sessions, hearings, meetings or other scheduled work events at the start of their scheduled shift.

10. A pilot program will be established to allow reception staff and operators in the Paterson

and Passaic offices to participate in the agency flex time program. The Director reserves the right to cancel the pilot program after consultation with the Union where the parties will attempt to resolve any issues prior to the cancelation.

- F. Ten (10) days each year employees with at least three (3) months of service as of the preceding January 1 will be permitted to work a standard shift other than the one assigned in accordance with sections 6 and 7 of this section provided the Employer is notified at least five (5) workdays in advance.
- G. Employees shall be paid for minutes worked. Early departure shall be considered as lateness. Lateness is cause for disciplinary action as set forth in paragraph H hereof.
- H. In addition to being docked for minutes late there will be a six (6) step progressive disciplinary procedure for the employee appearing on the late list as follows:

1st Offense - Written Warning

2nd Offense - Official reprimand

3rd Offense - One (1) day suspension

4th Offense - Four (4) day suspension

5th Offense - A minimum of ten (10) day suspension and a possible recommendation for termination.

6th Offense - Automatic recommendation for termination.

The negotiated disciplinary appeal procedure found in Article VI shall be followed.

- I. The progressive lateness policy addressed herein shall run from January 1 to December 31 of each year and shall not carry over from year to year.

ARTICLE V

GRIEVANCE PROCEDURE

- A. Purpose

1. It is agreed that this procedure will be used by the parties in good faith for the purpose of securing equitable solutions to the problems that arise affecting the employment relationship.
2. Settlements or accommodations reached shall not affect the rights and/or obligations of any parties and shall not add to, subtract from or modify any terms of this agreement.

B. Definition

1. A "grievance" under this Article is a claim or allegation that there has been a breach, misinterpretation or improper application of the terms of this Agreement or any law or legally promulgated rule or regulation.

C. Presentation of a Grievance

1. Grievances shall be resolved exclusively by the procedures in this Agreement.
2. There shall be no loss of pay for employees for time spent during grievance meetings or hearings as a grievant or a witness, but such employees shall not receive overtime or compensatory time.
3. The time limits specified herein may be amended only by mutual agreement in writing. All references to days in this Article are to calendar days.
4. A grievance is initiated with the delivery of a form agreed upon by the parties to the Office of the Director. The form must be signed by the grievant or a Union Representative. A grievance shall set forth the specific nature of the alleged breach, misinterpretation or improper application; the facts in support of the grievance; the date it is alleged to have occurred; the specific section of this agreement or any law, rule or regulation allegedly breached, misinterpreted or improperly applied; and the remedy sought.

5. The Union is entitled to information in the possession of the Employer that would be of use in the administration and enforcement of this Agreement, including the processing of grievances under this Article. Management shall provide the requested information no later than seventy-two (72) hours prior to the meeting or hearing.
6. If at any time during the grievance process the Employer does not schedule meetings or hearings or issue decisions within the time limits specified in this Article, the Union at its option, may move the grievance to the next step to the process.

D. The Grievance Resolution Procedure

1. Step One Meeting

- a. Within fifteen (15) days of an occurrence giving rise to a grievance, or within fifteen (15) days of when the Union or Employee should reasonably have known of such an occurrence, a grievance may be filed by an employee or a Union Representative with the Office of the Director.
- b. Within ten (10) days of the filing of the grievance, the Director or his designee, who shall be a managerial executive, will convene a meeting to discuss and seek a resolution of the grievance.
- c. Within seven (7) days following the meeting, the Director or his designee shall issue a written decision sustaining or denying the grievance. All step one decisions will be served upon the Union.

2. Step Two Hearing

- a. If the Union is not satisfied with the disposition of the grievance at step one, the grievance may be appealed to the Office of the Director. An appeal must

be filed within ten (10) days of receipt of the step one decision.

- b. The appeal of the step one decision shall identify witnesses the Union expects to present at the hearing, supplemental facts not contained in the original grievance that will be testified to at the hearing, and the anticipated time for testimony by the individual witnesses.
- c. A hearing will be scheduled by the Employer within ten (10) days of the filing of the appeal. At the hearing the parties may present witnesses who shall testify to the facts and may present documents and other evidence. All witnesses are subject to cross examination. The hearing officer will be a managerial executive or an attorney.
- d. Within twenty-five (25) days of the hearing, the Employer will issue a written decision sustaining or denying the grievance. All step two decisions will be served upon the union.
- e. The Union may elect to bypass step two and appeal the step one decision directly to arbitration. If within ten (10) days of receipt of the step one decision, the Union neither notifies the Employer of its decision to appeal the step one decision to step two or directly to arbitration, the Union will be deemed to have abandoned its grievance. If the Union elects to bypass step two and proceeds directly to arbitration, the Union will file the required notice under 3b below, with PERC and the Employer, within thirty (30) days of its notice to bypass step one.

3. Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at step two, the grievance may be moved to arbitration by the Union within thirty (30) days of receipt of the step two decision.
- b. Should the Union wish to move a grievance to arbitration, the Union shall notify both the Employer and the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- c.
 - 1. Any unresolved grievance may be appealed to arbitration, except matters involving discipline, appointment, promotion, or assignment or matters within the exclusive province of the State Department of Personnel.
 - 2. If a grievant elects to pursue an individual complaint before a court or administrative agency of competent jurisdiction, including the Department of Personnel and the Division on Civil Rights, such an election by the grievant will be deemed an absolute waiver of the right to have the grievance heard before an arbitrator under this Article. This waiver shall be final and binding upon all parties.
 - 3. Where the grievance involves an alleged violation of individual rights specified in State Department of Personnel law and rules for which a specific appeal to the Department of Personnel is available, the individual may

present his/her complaint to the Department of Personnel directly.

4. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel.

- d. The arbitrator shall hear the matter and consider the evidence previously submitted to the Employer and make a decision that shall not modify, add to nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

ARTICLE VI

DISCIPLINARY PROCEDURE

A. Conditions for Imposing Discipline

1. Discipline of any employee shall be imposed on a progressive basis only for just cause.
2. Discipline can be imposed when an employee has violated statute, rule, regulations, policy, procedure, directive or other obligations affecting the employment relationship. Major discipline includes removal, disciplinary demotion, suspension or fine for more than five (5) working days at any one time, suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more, and the last suspension or fine where an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year. Minor Discipline is an official reprimand and any suspension or fine that is not major discipline.

3. The burden of proof in disciplinary procedures shall be upon the Board.

B. Fair Investigation Practices and the Right to Union Representation

1. The Employer agrees to notify the Union at least two (2) working days in advance of any meeting or interview of an employee where actions of the employee are under investigation. The employee shall be provided with a notice regarding the right to union representation and a statement of the purpose of the interview. A copy of this notice shall be provided to the Union at the same time as the notice is served on the employee. Exceptions to this paragraph may be made only in emergency situations in accordance with N.J.A.C. 4A:2-2.5. Unless the employee waives his/her right to union representation at any such interview, a union representative will have the right to be present as a witness and an advisor. A sample notice is appended to this Agreement.

2. Employees also have the right to Union representation at all other meetings and hearings conducted pursuant to this Article. A Union Representative will have the right to be present at any such meetings or hearings unless the employee waives union representation by executing a written waiver of representation. The waiver form is appended to this Agreement.

C. Right to be Heard

1. An employee shall be provided an opportunity for a hearing prior to the imposition of discipline. In all such cases, the appointing authority shall notify the employee of the charges against him or her by serving a Preliminary Notice of Disciplinary Action (PNDA) setting forth the charges, a statement of facts supporting the charges and the recommended penalty.

2. The PNDA shall be served by mail and/or personal service on the employee with copies provided to the Union. Employees and the Union shall provide the Employer with a valid address for the receipt of mail. The Union may designate a second office for simultaneous service of notices.
3. The employee or the employee's Union Representative may appeal the discipline within ten (10) days of receipt by the employee of a preliminary notice of discipline. References to "days" in this article are to calendar days, unless otherwise indicated.
4. The Employer representative will contact the Union within seven (7) days of the appeal to schedule a date and time for a hearing to be conducted within twenty (20) days after the appeal is filed. If the parties are unable to agree upon a mutually convenient date within the twenty (20) day period, the Employer will schedule the hearing.
5. The Employer will appoint a Hearing Officer, who must be a managerial executive or an attorney, who has not been involved with the facts of the dispute.
6. At the hearing, the parties may present and examine witnesses and present documents and other evidence. All witnesses are subject to cross examination.
7. There shall be no loss of pay for employees for time spent either as an appellant or witness, but such employees shall not receive overtime or compensatory time. The Union Representative may serve as an observer at any step of this process.
8. The Hearing Officer shall make a decision within twenty-one (21) days of the hearing. The decision shall be recorded upon a Final Notice of Disciplinary Action and served on the employee with a copy transmitted to the Union. In cases of major

discipline, the employee and the Union shall be served with a Final Notice of Disciplinary Action. In cases of minor discipline, the employee and Union shall be notified by standard form based on the FDNA indicating the charges sustained and the penalty imposed by the Employer. The Final Notice will set forth the charges and the penalty to be imposed.

9. The Employer shall advise the Union of the disposition of all disciplinary actions, whether or not representation has been waived

10. Nothing herein shall be construed as limiting, altering or otherwise affecting the rights, privileges or obligations of employees or the Employer under Civil Service law, rules or regulations.

D. Procedures for Minor Discipline: If an employee disagrees with the decision of the Hearing Officer, the employee shall notify the Personnel Committee of the Employer within twenty (20) days of receipt of the Final Notice. The employee shall specify to the Committee the specific nature of his or her objections to the findings made by the Hearing Officer or to the penalty imposed by the Hearing Officer.

E. Procedures for Major Discipline

1. Employees may appeal Final Notices of Disciplinary Action by filing an appeal with the Merit System Board within twenty (20) days of receipt of the Final Notice.

2. Appeals will be in the form required by the rules of the Department of Personnel.

F. Information

1. The Employer will, upon request, make available to the Union information in its possession, which would be of use to the Union in representing an employee under

the procedures contained in this Article. Management shall provide the requested information no later than seventy-two (72) hours prior to the meeting or hearing.

2. The Union is entitled to information in possession of the Employer that would be of use in the administration and enforcement of this Agreement, including the processing of discipline under this Article. The Employer shall provide information no later than seventy-two (72) hours prior to the start of a hearing.

G. Arbitration of Major Discipline: The Employer recognizes the need for legislation permitting the voluntary direction of cases of major discipline to arbitration. The present system is unfair to public employees, disruptive of public services and hinders the ability of public employers to administer discipline. It's the plan of the Employer to endorse legislation to permit voluntary arbitration of major disciplinary actions during the life of this agreement.

ARTICLE VII

HOLIDAYS

A. The Employer recognizes and will provide the following paid holidays:

- New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- November Election Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- ½ day Christmas Eve
- Christmas Day
- ½ day New Years Eve

- B. In the event any of the above holidays fall on a Sunday, it shall be celebrated on the following Monday, and whenever such holiday falls on a Saturday, it shall be celebrated on the preceding Friday.
- C. Employees not in pay status on the full half day before or the full half day following a holiday shall not be eligible for holiday pay unless such absence is, in the judgment of the Employer, excusable as a result of verified catastrophic event or catastrophic illness.
- D. Whenever the work schedule is such that an employee is required to work on a holiday, the employees will be compensated at time and one half in addition to holiday pay.
- E. In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in the role of Chief Executive of the State of New Jersey, declares a holiday by proclamation or when the Board of Chosen Freeholders of Passaic County declares a holiday for county employees.

ARTICLE VIII

VACATIONS

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

- A. 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).
- B. After one (1) year of service through five (5) years of service, twelve (12) working days per year.
- C. After five (5) years of service through ten (10) years of service, fifteen (15) working days per year.

- D. After ten (10) years of service through fifteen (15) years of service, twenty (20) working days per year.
- E. After fifteen (15) years of service through twenty (20) years of service, twenty-two (22) working days per year.
- F. After twenty (20) years of service through twenty-five (25) years of service, twenty-five (25) working days per year.
- G. After twenty-five (25) years of service, thirty (30) working days per year.
- H. Service includes all continuous service immediately prior to permanent appointment with the Passaic County Board of Social Services, or other county office provided there is no break in service of more than one (1) week.
- I. Vacation Requests
 - 1. Employee vacation requests shall be submitted in writing, to the employee's immediate supervisor or, in his/her absence, department head or administrator in accordance with the chain of command.
 - 2. Requests for vacations of short duration, defined as less than five (5) days, must be submitted at least two (2) working days in advance of the first vacation day requested.
 - 3. Requests for vacations of long duration, defined as five (5) working days or more, must be submitted at least two (2) weeks in advance of the first vacation day requested.
 - 4. Requests for one-half (1/2) vacation day can be submitted on the day 1/2 day is needed.

5. Requests for an emergency vacation may be granted at the sole discretion of the employees' immediate supervisor.
 6. Notwithstanding anything to the contrary specified above, all vacation requests, regardless of duration, must be submitted prior to November 1 of the year taken. An exception may be made for requests of no more than three (3) days at the discretion of the employee's department head or administrator in accordance with the chain of command provided that such employee has reserved no more than the number of accumulated vacation days to which they are entitled. Denial of such requests are subject to immediate review by the Personnel Officer.
- J. No more than one-third (1/3) of the employees in any supervisory work unit shall be permitted to be out on administrative leave or vacation at the same time. Where a conflict arises between employees in the same unit and the employees have submitted their requests prior to February 1, the conflict shall be resolved according to seniority with the agency, so that the most senior employee(s) are afforded preference in the scheduling of vacations. After February 1 conflicts shall be resolved on a first come-first served basis except in a case of simultaneous submission of requests, in which event the more senior employee shall have preference.
- K. Approval/Denial of Vacation Requests
1. Any properly submitted request for vacation shall be considered approved unless the employee is notified that same is denied no later than the third working day following the submission of the request.
 2. If a supervisor fails to take action on a vacation request of short duration within one (1) working day the employee shall have the responsibility to bring such vacation

request to the department head, who shall act on the request within one (1) working day.

3. Each supervisor and department head shall maintain a vacation schedule showing all vacations approved for employees within their work unit(s) and make same readily accessible to all employees within such unit(s).

L. Cancellation of vacations

1. Once a vacation is approved the employee may request cancellation of any approved vacation day provided that such request is received no later than one (1) day prior to the scheduled vacation day. Exception may be made to allow cancellation upon less than one (1) day notice in extraordinary circumstances at the sole discretion of the Director or department head.
2. The Director or his designee shall have the authority to cancel an approved vacation in the event of substantial non-performance of work, where the employee has accumulated a backlog of regular work. In such event the employee shall be given written notice of such cancellation, specifying the nature of the non-performance, at least five (5) working days prior to the first day of the vacation to be canceled. Upon receipt of such notice the employee shall be permitted to appear before the Director or designee with his/her supervisor and the Designated Union Representative prior to the scheduled date of the canceled vacation.
3. The Director or his designee shall also have the authority to cancel a vacation in the event special projects or the effective administration or implementation of the Employer's programs so requires. In such event affected employees must be notified of such cancellation, in writing, specifying the reason for cancellation, at least twenty

(20) working days prior to the vacation to be canceled.

4. All cancellations of vacations may be subject to the Grievance Procedure.

M. All vacation shall be scheduled and taken in the calendar year in which it is earned, except that unused vacation time may be carried over into the following year and no further. Carry over shall be automatic and limited to the maximum number of days the employee earned in that year. Any accumulated, unused and earned vacation time carried to the following year shall be forfeited unless approval for an exception is approved by the Employer because of pressures of work or other cause considered good in the Employer's sole discretion.

N. 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). Vacations may not be extended through use of sick leave and the Director may require medical certification on the Employer's form, in the event of a sick day following or preceding a vacation day. Vacation leave shall not be interchangeable with sick leave except under extraordinary circumstances, at the sole discretion of the Employer, where an employee is on official medical leave of ten (10) days or greater.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

A. The Employer agrees to implement the provisions of the Family Leave Act. and the Family Medical Leave Act.

B. Leaves of absence without pay may be granted according to the Family Leave Act and the

Family Medical Leave Act. Workers may request other leaves of absence without pay. No leave of absence without pay may be granted beyond one year except upon approval of the New Jersey Department of Personnel for reasons established by the New Jersey Department of Personnel Regulations.

- C. The Employer agrees to maintain full health benefits for three (3) months beyond the statutorily required time period for those employees having five (5) years or more work experience with the agency at the time of commencement of the leave.
- D. Leave requests must be made in writing at least ten (10) days prior to a regularly scheduled meeting of the Employer's Board of Commissioners, except where a serious illness or other qualified reason makes such notice impractical in which case this time limit may be waived. The Employee shall be notified in writing within five (5) day after the meeting of the Employer's Board of Commissioners at which said request was considered.
- E. An employee returning from leave will normally be returned to his/her position and title held immediately prior to the leave.
- F. There shall be a calendar year accounting system used for the purpose of this article.
- G. Unauthorized Absence Unauthorized absence may be cause for disciplinary action in accordance with the agency's existing unauthorized absence policy.

1. Unauthorized absence is defined as:

- a. Any absence from duty without appropriate authorization.
- b. Failure to call in sick within the prescribed time set forth in Article X of this Agreement. If an employee calls in sick for a portion of a day, and does not report for work at the expiration of that portion of a day, notice must be provided to that employee's superior. Failure to call in such circumstances

will be considered an unauthorized absence.

- c. Failure to provide appropriate medical certification for sick leave, when required. Each day of sick leave without required certification shall be considered as a separate occurrence of unauthorized absence.
2. In addition to being docked for actual time not worked, where absent from duty without authorization, there will be a seven (7) step progressive penalty procedure for unauthorized absence as follows:
 - a. First offense incurs a penalty of warning.
 - b. Second offense incurs a penalty of an official reprimand.
 - c. Third offense incurs a penalty of a one (1) day suspension.
 - d. Fourth offense incurs a penalty of a two (2) day suspension.
 - e. Fifth offense incurs a penalty of a three (3) day suspension.
 - f. Sixth offense incurs a penalty of a five (5) day suspension.
 - g. Seventh offense, such other penalty as may be appropriate up to, and including, termination.
 - h. An employee's record of unauthorized absences will expire at the end of the year.
3. The Director shall have the authority to waive the penalty for a specific occurrence of unauthorized absence and/ or not have such occurrence count toward accumulation for progressive penalties. Such waiver is understood to be on a case-by-case basis and not deemed to establish a precedent. Exercise of discretion may be based upon any of the following:

- a. Past violations/ alleged violations of unauthorized absence.
 - b. Written statement of facts submitted by the employee, the employee's supervisor and/or administrator.
 - c. Employee's time and leave record for the previous two (2) years including lateness/early departure, unauthorized absence and sick leave utilization and accumulation.
 - d. Agency seniority.
 - e. Employee's personnel history for the previous two (2) years including evaluations, commendations and disciplinary actions.
- H. The Employer will continue to provide pregnancy disability leave in the same manner as leave for other disabilities is provided. In addition, the Employer will continue to allow childcare leave, subject to approval by the Employer's Director and in accordance with statutes and New Jersey Department of Personnel rules and regulations.

ARTICLE X

SICK LEAVE

- A. All employees, other than new employees, shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year. All new employees shall be credited with 15 working days sick leave, pro rata, with anticipated earned sick leave effective the 92nd day of employment. Employees may be permitted to use sick leave, which means the absence of an employee from duty because of illness, injury, disability, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family who is seriously ill, or death in the family, on the basis of and in

accordance with established Employer policy, subject to the rules and regulations of the New Jersey Department of Personnel.

- B. Sick leave is earned pro rata over the course of the year but is credited in advance on January 1st in anticipation of continued employment for the full year. As such unearned sick time may be taken in advance subject to the right of the Employer to receive reimbursement if the employee's employment is terminated prior to the end of the calendar year.
- C. Unused, earned sick leave shall accumulate from year to year.
- D. Sick leave of a duration of five (5) continuous days or greater shall require the employee to submit medical verification. Leaves of ten (10) consecutive days or greater shall require a written request for medical leave with a physician's medical form prescribing the leave and the reasons the sick leave is necessary.
- E. In all cases of illness, whether short or long term, the employee is required to notify his/her immediate supervisor on the first day of absence within two (2) hours of his/her designated start time. If the duration of the absence exceeds two days, it will be necessary to report on every third day. It shall be the responsibility of the Employer to establish procedures to permit employees the ability to meet their reporting responsibilities. Failure to report within the specified time frame may result in disciplinary action.
- F. Any employee who has used more than fifteen (15) sick days in a calendar year, or for whom there is reasonable cause to suspect abuse of sick leave, shall be required, beginning with the sixteenth (16th) day, or upon notice of suspected abuse, to submit a medical form within five (5) days upon return from each subsequent sick leave. For the purpose of this provision, sick leave of five (5) consecutive days or more shall be counted as one (1) day of absence toward the fifteen (15) day threshold.

- G. A pattern of excessive absenteeism may subject an employee to disciplinary action up to and including termination. For the purpose of this provision a medical leave of five (5) or more consecutive days shall be counted as one (1) day. Requests for accommodations may be made by an employee for chronic medical problems subject to verification of the chronic medical condition and the Employer's ability to provide reasonable accommodations.
- H. In the event of early departure due to illness, the employees sick leave will be debited in one-half (1/2) hour increments.
- I. Workers Compensation Benefits shall be paid to employees who are temporarily disabled due to a condition covered by the Workers Compensation Law and shall receive the compensation/benefits required by law. In addition, the Employer agrees to supplement such benefits so as to provide said employees with the equivalent of seventy percent (70%) of their regular salary during such period of temporary disability. This shall not be construed as prohibiting utilization of earned sick leave, which may be taken at the employee's sole discretion, in lieu of such benefits for all or a portion of such temporary disability.

ARTICLE XI

HEALTH AND WELFARE

- A. Throughout the term of this agreement, the Employer shall provide to all employees and their families health, medical and hospital insurance.
- B. There will be no changes to the current medical plan regarding services covered; changes relate to cost of the plan and cost impact upon the employee will become effective 1/1/15 employees shall be required to contribute to the cost of health care plans in accordance with Chapter 78, P.I.. 2011

1. Co-pay Cost \$15 for each doctor visit.
2. Deductible Expense
 - a. \$250 for in-network services.
 - b. \$500 for out-of-network services.
3. Employee Out-of-Pocket Medical Expense Share - The County policy provides for an employee share of 10% on in-network and a 20% share of out-of-network services. The employee share is capped based on individual coverage (employee only) or family coverage (employee and one or more dependents). The capped share will be as follows:

In-Network Services - 10% coverage by employee, 90% coverage by County. Individual capped share of \$200 (first \$2,000 of services). Thereafter, the County will pay 100% subject to co-pay and deductible. Family capped share of \$500 (first \$5,000 of services). Thereafter, the County will pay 100% subject to co-pay and deductible.

Out-of-Network Services - 20% coverage by employee, 80% coverage by County. Individual capped share of \$600 (first \$3,000 of services). Thereafter, the County will pay 100% subject to co-pay and deductible. Family capped share of \$1,000 (first \$5,000 of services). Thereafter, the County will pay 100% subject to co-pay and deductible.
4. Prescription plan:
 - a. Generic prescriptions \$5 per prescription
 - b. Brand name prescriptions \$ IO

- c. Mail order generic \$10 per prescription (3-month supply)
 - d. Mail order brand name \$20 per prescription (3-month supply)
- 5. Those employees who are eligible for service retirement benefits through the Public Employment Retirement System (PERS) or under the old County Pension System will not be required to make contributions for health care benefits upon retirement from employment of the Passaic County Board of Social Services.
- C. Dental insurance, for the employee only, to all employees under the existing New Jersey Horizon Dental Plan.
- D. Reimbursement for the Optical Plan shall be \$600 annually. It is understood that the benefits are non-transferable and only available for the employee while they are in the employ of the Employer. Reimbursement is limited to the actual cost of the optical expenses incurred.
- E. Disability Insurance to employees eligible under the State Disability Insurance Program.
- F. The Employer reserves the right, upon ninety (90) days' notice to the Union and the County of Passaic, to obtain health insurance coverage for its employees outside of and apart from the Passaic County Health Plan so long as such coverage is equal to or better than existing coverage. In the event the Employer exercises this option the Union shall have the same rights and privileges as specified in paragraph six (6) hereof.
- G. The Employer reserves the right to select the provider of the benefits selected above so long as such provider offers employees benefits (services) identical to or better than those currently in effect. The Employer will give the Union maximum possible notice of any intended change of these existing health carriers. In the event of a change in carrier, the Union and the Employer will exchange the names of up to five (5) health care underwriters who have offices in Passaic County The parties will then attempt to mutually select an

underwriter to certify that there is no diminution of the existing benefit level or to certify the differences. If the parties are unable to agree on the issue of selecting an underwriter, the Board will have the right to select any underwriter appearing on either list, and it will be considered a mutual selection if the Employer chooses an underwriter from the Union list. A mutual selection shall mean that the Union and the Employer will mutually and equally share the cost of the underwriter's services, and the Union will accept the determination of the underwriter. If, however, the Employer does not choose one of the underwriters submitted by the Union, the Union will not be bound by the underwriter's determination nor will the Union share the cost.

- H. Beginning in calendar year 2016 employees who elect coverage via a cost-efficient plan other than the Traditional Plan shall receive an incentive payment of \$500 on January 1st and \$500 on July 1st during each year the employee maintains coverage in those plans.
- I. Employees who choose the Traditional Plan in retirement must be enrolled in the plan for a minimum of 12 months prior to their retirement date.
- J. The parties agree that immediately following ratification of this Agreement by the membership of CWA, the parties will reopen negotiations over health insurance benefits, including, but not limited to, the designs of the health benefits plans, the plans available to negotiations unit members and the amount of employee contributions to the cost of health benefits plans. Health insurance benefits include, but are not limited to, medical benefits, hospitalization, and prescription drug benefits.

The parties will schedule negotiation sessions with respect to health insurance benefits as frequently as necessary, with the objective of concluding such negotiations by April 1, 2020. It is agreed that there will be no changes to health insurance benefits currently in

effect absent mutual agreement, unless legislation is enacted reducing employee contributions, in which case the parties agree that such reductions in contributions shall apply to CWA negotiations unit employees as of the effective date of the legislation. If the parties are permitted to negotiate lower employee contributions than are specified in the legislation, the parties shall continue to negotiate over the amount of contributions, as well as over all other negotiable aspects of health insurance.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

- A. The Employer agrees to provide retirement benefits and life insurance coverage in accordance with the Passaic County Retirement Benefits and/or Public Employees Retirement System (PERS), and the life insurance coverage programs provided by the County of Passaic.
- B. Retiree medical and prescription benefits will be provided to employees retiring with 25 years of service, provided that no less than 10 years of such service was with PCBSS.
- C. In accordance with the provisions of the Passaic County Board of Chosen Freeholders Resolution of June 4, 1975, all employees who retire under one of the above Retirement Systems shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed fifteen thousand dollars (\$15,000). In the event an increase in this amount is allowed by the County of Passaic, the contractual employees shall also receive a parity increase as given to County employees.

An employee who elects a deferred retirement benefit shall not be eligible for the above lump 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.

- D. The Employer shall provide vested lifetime prescription drug benefits, in accordance with the Employer's prescription drug policy, to all employees and their families at the time of the employee's retirement, provided that the employee has achieved 25 years of employment service and is eligible for medical insurance as a retirement benefit.
- E. The Employer shall provide vested lifetime prescription drug benefits, in accordance with the Employer's prescription drug policy, to all currently retired employees and their families upon the effective date of this agreement, provided that the employee has achieved 25 years of employment service; and is eligible for medical insurance as a retirement benefit; and that the retired employee's job title, on the final day of employment, falls within the scope of those employees represented by CWA as provided by Article I of this agreement.
- F. The parties agree to implement medical coverage, bereavement leave, leaves of absence, retirement and insurance benefits for domestic partners.

ARTICLE XIII

SALARIES AND COMPENSATION

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

- A. Ranges Each position shall have a salary range as specified in Appendix A.
- B. Compensation Schedules Each range shall have a compensation schedule consisting of an entry level step and nine (9) steps, with the ninth step being the maximum salary for that range as agreed between the parties and specified in Appendix B.
- C. The Employer shall pay all merit increments and longevity to eligible CWA represented employees. Such merit increment payments are to be made in accordance with language in paragraphs F and G below. Longevity payments are to be made in accordance with existing language in Article XVII hereof.
- D.
 - 1. Effective 1/1/19 a 2.75% shall be applied to the County Board of Social Services Compensation Schedule.
 - 2. Effective 1/1/20 a 2% plus \$500 across-the-board increase shall be applied to the County Board of Social Services Compensation Schedule.
 - 3. Effective 1/1/21 a 2% plus \$500 across-the-board increase shall be applied to the County Board of Social Services Compensation Schedule.
- E. Effective 1/1/07 a 10th step will be added to all salary ranges. Any employee who has achieved twenty-five (25) years or more of service with the agency and is at the maximum of their salary range and has been paid at the maximum of their salary range for one (1) full year will then be placed on a newly created step ten (10) of the compensation schedule.
- F. Employees whose performance has received at least a fully satisfactory rating as determined by the agency performance evaluation review and who have not reached the maximum of their range shall be entitled to a merit increment on their assigned quarterly anniversary date, beginning with the January 1, 2000 anniversary merit increment.

Employees whose performance has received at least a fully satisfactory rating as determined

by the agency performance evaluation review but who were otherwise ineligible to receive a normal step increment in the previous calendar year will receive a \$450 one-time payment on or about 1/1/20.

Employees whose performance has received at least a fully satisfactory rating as determined by the agency performance evaluation review but who were otherwise ineligible to receive a normal step increment in the previous calendar year will receive a \$450 one-time payment on or about 1/1/21.

G. Anniversary Dates

For the purpose of implementing the provisions of Paragraph F, the anniversary date shall be defined as follows for all employees hired after January 1, 2020:

- If hired between January 1 – March 31, the anniversary date will be July 1 of the same calendar year;
- If hired between April 1 - June 30, the anniversary date will be October 1 of the same calendar year;
- If hired between July 1 - September 30, the anniversary date will be January 1 of the following calendar year;
- If hired between October 1 – December 31, the anniversary date will be April 1 of the following year.

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

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

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

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

- H. All employees hired after 1/1/10 shall initially be compensated at Step 1 of the Passaic County Board of Social Services Compensation Schedule in effect at the time of hire and shall have adjustments made to their compensation as provided in the agreement.
- I. PCBSS shall be permitted to train clerk typists to operate the phone system and use such employees as relief operators as needed. It is understood any clerk typist deployed in this capacity will be paid at the operator rate and that such assignment will not exceed 5 consecutive days.

ARTICLE XIV

ADMINISTRATIVE LEAVE

- A. All employees of the employer with one (1) year of service shall be entitled to three (3) days of administrative leave per calendar year. Same shall be credited in advance for the year but earned at a rate of one (1) day per four months of service or major fraction thereof. All employees with five (5) years of service shall be entitled to four (4) days of administrative leave per calendar year, credited in advance but earned at one (1) day per

three (3) months of service or major fraction thereof. Administrative leave may be taken in advance subject to the employer's right to reimbursement if the employment of the employee should terminate prior to he/she having earned leave taken.

B. Administrative leave, also referred to as "personal time" is intended to be utilized for the following reasons in priority order:

1. Emergencies
2. Observation of religious or other days of celebration, but not public holidays
3. Personal business
4. Other personal affairs

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

C. Administrative leave may be utilized in accordance with the following rules:

1. Request for leave shall be made in writing and approved by the employee's immediate supervisor or Administrator or Department Head.
2. Administrative leave must be used within the calendar year and shall not accumulate from year to year.
3. Administrative leave may be taken in conjunction with other types of paid leave.
4. Administrative leave may be taken in hourly, one-half (1/2) day or full day segments.
5. Administrative 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 shall be at the sole discretion of the employee's Administrator or Department Head.

ARTICLE XV

BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave per calendar year for bereavement purposes to include wife, husband, mother, father, domestic partner as defined by the New Jersey Domestic Partnership Act, stepparents, parents-in-law, child, foster-child, stepchild, sister, brother, grandparents, great-grandparents, grandchildren, and great-grandchildren. Further, all employees shall receive one and one-half (1 1/2) days per calendar year for bereavement purposes to include sister-in-law, brother-in-law, grandparents-in-law, daughter-in-law, and son-in-law. If in any given year more than one (1) of any of the following relatives shall pass away, an additional two (2) bereavement days shall be granted: wife, husband, mother, father, domestic partner as defined by the New Jersey Domestic Partnership Act, stepparents, parents-in-law, child, foster-child, stepchild, sister, brother, grandparents, great grandparents, grandchildren and great grandchildren.

ARTICLE XVI

SENIORITY

Seniority, which is defined as continuous, unbroken permanent employment with the agency without regard to position or status, will be given due consideration by the Employer with respect to promotions. Nothing herein shall contravene statutes, or Department of Personnel rules or regulations. With respect to demotions, layoffs and recalls, the rules and regulations of the Department of Personnel shall control.

ARTICLE XVII

LONGEVITY

The Employer agrees to provide longevity payments to persons in the employ of the Employer on December 31, 1992 of two percent (2%) of the employees salary at the completion of seven (7) years of service; four percent (4%) at the completion of ten (10) years of service; six percent (6%) at the completion of fifteen (15) years of service; eight percent (8%) at the completion of twenty (20) years of service; and ten percent (10%) at the completion of twenty-five (25) years of service. Employees hired subsequent to January 1, 1993 shall receive longevity payments of two percent (2%) after ten (10) years of service; four percent (4%) after fifteen (15) years of service; six percent (6%) after twenty (20) years of service; eight percent (8%) after twenty-five (25) years of service; and ten percent (10%) after thirty (30) years of service. Every full time employee, provisional or permanent, classified or unclassified, of the Employer shall be paid longevity payment as provided herein on a pro-rated basis with each salary check during the calendar year and such payments shall be considered as part of the total salary.

ARTICLE XVIII

EDUCATION

- A. Employees may apply for and be granted unpaid or paid leaves to attend school for degrees in fields which the Employer deems appropriate.
- B. Employees may apply for tuition reimbursement in fields of study approved by the Employer. Approval shall be limited to courses of study which are job related or part of an elective requirement for an appropriate degree program. The Employer will utilize its discretion to approve or disapprove based upon Agency need and availability of funding.

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

1. Such courses are taken at a New Jersey State institution during non-working hours unless the Employer, at its discretion, allows an exception; and
2. The employee makes application, in advance and in writing, to the Employer;
3. The Employer requires that a part-time Educational Leave Agreement be signed as a condition of approval of courses for reimbursement. Such reimbursement shall provide for the continuation in the service of the Employer by the employee for one- and one-half months for each month of schooling reimbursed by the Employer starting with the first month after completion of the degree or the dropping out of the program by the employee. The reimbursement obligation shall only be credited for those months worked during which the employee receives no financial reimbursement for part-time Educational Leave;
4. The employee continues in full time employment with the Employer
5. 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.

D. All decisions, including approval, on tuition reimbursement and educational leave are at the Employer's sole discretion.

ARTICLE XIX

EQUAL TREATMENT

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

ARTICLE XX

UNION RIGHTS

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

distribution of materials is limited to union representatives designated by the Designated Union Representative.

- E. The Union may consult with the Employer on matters of concern including, but not limited to, grievances, disciplinary actions, work rules, legislation, and any other matters concerning fair representation of the employees.
- F. One person, hereafter known the "Designated Union Representative (DUR)" shall be granted five (5) one-half (1/2) paid days per week for the proper administration of Union business, the fair representation of the bargaining unit, and the legitimate concerns and duties of office. The DUR shall also be granted additional paid time off by mutual agreement for the proper administration of Union business, the fair representation of the bargaining unit, and the legitimate concerns and duties of office. In addition to the paid time provided to the DUR, the Union will be granted 182 paid hours and 300 unpaid hours each year of this Agreement for attendance at scheduled meetings, training sessions, case preparation sessions and other union activities. In advance of granting such time, the Union agrees to provide the Employer with reasonable advance notice. Reasonable advance notice shall be defined as delivered written notification with a minimum of 48 hours advance notice for up to five people to be provided union time, paid or unpaid, and a minimum of 10 days advance notice for six or more people. The Employer will not unreasonably deny requests by the Union to use the annual allotment of paid and unpaid hours. For any negotiations the Union may designate its members of the Union negotiating team. If said negotiations are conducted during the work hours said team may serve without any loss of pay
- G. Unless otherwise specifically provided for in this Agreement, employees shall not be permitted to consult with the DUR or other designated union representatives during the

employee's regularly prescribed hours of work except during the employee's lunch hour or authorized break time. Exceptions may be made by the Director at the request of the DUR or Union President. Employees shall be permitted to consult with the DUR outside the employee's regularly prescribed hours of work at the Employer's offices during regular working hours. The right to meet with employees after regular working hours will not be unreasonably denied.

- H. A representative designated by the Union will be provide time at new employee orientations, for a minimum of thirty (30) minutes to speak with all new bargaining unit employees withing thirty (30) calendar days of hire.

In lieu of being provided time at orientation, the Union shall be allowed a minimum of thirty (30) minutes to meet with newly hired bargaining unit members within thirty (30) calendar days of hire or promotion.

- I. Within ten (10) calendar days from the date of hire of negotiation unit employees, the Board shall provide the Union with the following information: name, ID, job title, department, building/location/work address, supervisor, home address, work telephone number, any home and personal cellular telephone numbers on file with the Board, date of hire, work email address, any personal email address on file with the Board.

On or about January 1, April 1, July 1 and October 1 of each year, the Board shall provide the following information in an Excel file or similar format agreed by the Union with respect to members of the bargaining unit: name, home address, job title, annual salary, position number, department, building/location/work address, workweek designation, employment dates, work email address, personal email address, if on file with the Board, member status, cell phone number, if on file with the Board, work phone number, shift,

whether the bargaining unit member received health benefits, and race, ethnicity and gender, if on file with the Board.

- J. Union representatives shall be permitted access to Board facilities to transact official union business at all reasonable times, provided that this shall not interfere with or interrupt normal Board operations. Access includes, but is not limited to the following: (1) the right to meet with individual negotiations unit employees on the premises of the Board during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; (2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, to discuss workplace issues, collective negotiations, the administration of the collective negotiations agreement, other matter related to the duties of the Union, and internal Union matters involving the governance or business of the Union.

The Union shall have the right to use the Board's email system to communicate with negotiations unit members regarding collective negotiations, the administration of its collective negotiations agreement, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

- K. The rights set forth in section H through J above are not intended to diminish or in any manner restrict the Union's right with respect to access to the Board's premises to conduct union business or the Union's right to unit member information that may be set for in this or other Articles of this Agreement. The rights set forth section H through J above are in addition to any rights of the Union to access the Board's premises to conduct union business and to unit member information.

ARTICLEXXI

FULLY BARGAINED PROVISION

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

ARTICLE XXII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIII

PARKING

- A. The Employer shall provide parking at no cost to all employees in all of its offices, who certify that they require parking for their motor vehicles during the business day, providing parking space is available and funds are appropriated.
- B. The Employer will make all reasonable efforts to provide safe and secure parking for all employees in the bargaining unit that require parking for their vehicle.
- C. Where there is more than one designated parking area for an agency office, such assignments will be made on a preferred basis in accordance with the rules of seniority.

- D. Those employees assigned to a daily pay parking area will receive and be limited to one parking ticket per day. Exceptions may be authorized in such instances when an employee is ordered to return to the office from a field assignment more than once in a given workday.
- E. Employees are not permitted to accumulate or transfer parking tickets to another employee. Furthermore, employees are not entitled to parking tickets for days on which they do not report to work or such days when they do not park a vehicle. The employee has the responsibility to either return or account for such parking tickets assigned and not authorized.

ARTICLE XXIV

TRAVEL

- A. When the Employer does not provide transportation, employees who are required and authorized to use private automobiles in the course of their employment shall be reimbursed at the mileage rate set by the IRS for each previous tax year and adjusted each January 1st.
- B. 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 fifty (\$150.00) 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 1st of each year.

- C. Employees required to maintain a valid driver's license as part of their job title and who are required to drive in order to conduct Agency business must immediately notify the Employer in the event their driving privileges are revoked, suspended or otherwise lost. The Employer will make a reasonable effort to avoid suspension or termination of employment, including, but not limited to, alternate assignment, demotion or title change. Failure to notify will result in disciplinary action including possible termination.

ARTICLE XXV

CONDITIONS OF EMPLOYMENT

- A. The Employer agrees to maintain working conditions at a level which will create a comfortable and safe environment within which and conditions under which employees must work. To this end, the Employer agrees to vigorously pursue its rights, under its leases with its landlords, regarding heat, air cooling, sanitary and other relevant conditions.
- B. The Employer shall maintain working conditions which meet the applicable existing regulations.
- C. The Employer agrees to arrange for TB testing and hepatitis B vaccination for those employees requesting same, providing that the employee is unable to obtain such services from his/her physician.
- D. The Employer may invite the Union as a participant during any future lease negotiations and/or building plans and negotiations, provided that it is agreed that the Employer reserves the right to make the final decision as to the final form of the lease and the substantive provisions contained therein. The Employer may disclose floor plans and design of any future offices of the Employer. The Union may offer suggestions on such plans and designs to the Employer.

- E. 1. The Employer agrees to establish a Health and Safety Committee to serve as a forum for discussion of physical conditions of employment related to completion of the work of the agency.
- F. The membership of the Committee shall be at the sole discretion of the Employer, except that the union may designate up to three (3) persons from the bargaining unit as members of the Committee.
- G. The Committee shall meet at least quarterly at a time and place to be determined by the Committee Chairperson who shall be appointed by the Employer.
- H. The Committee shall be advisory in nature and shall have no authority to change, implement or otherwise affect work policies, procedures, practices or office conditions. Rather the Committee may make recommendations and/ or suggestions for consideration by the Employer.

ARTICLE XXVI

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

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

ARTICLE XXVII

WORKLOAD

- A. The Employer will do everything within its power to ensure equitable distribution of like

work between employees of the same class and function subject to a variation between offices of no more than twenty percent (20%). This does not apply to the distribution of work in outreach sites.

- B. The Employer will do everything within its power to maintain workloads at a reasonable level.
- C. 1. The Employer agrees to establish a Work Practices Committee to serve as a forum for discussion of practices, policies and procedures related to completion of the work of the agency.
 - 2. The membership of the Committee shall be at the sole discretion of the Employer, except that the Union may designate three (3) bargaining unit members for this Labor/Management Committee.
 - 3. The Committee shall meet at least quarterly at a time and place to be determined by the Committee Chairperson who shall be appointed by the Employer.
 - 4. The Committee shall be advisory in nature and shall have no authority to change, implement or otherwise affect work policies, procedures or practices. Rather the Committee may make recommendations and/ or suggestions for consideration by the Employer.

ARTICLE XXVIII

PERSONNEL FILES

- A. All employees will be notified of, and their signatures required on, all "non-ordinary" documents to be entered into their personnel files and be given a copy of that document upon request. An ordinary document, by definition, is one which has no adverse

implications for the employee. Whether a document is "non-ordinary" is determined by a policy agreed upon by the parties. If no such agreement exists, the Employer shall make said determination initially and the affected employee, as well as the Union, shall retain the right to contest said determination for a period not to exceed two (2) years following the first review of said file by said employee and his/her designee following the insertion of the document in question into said file.

- B. Employees may review their personnel files at a time convenient to the Employer
- C. Employees may designate, in writing, that The Designated Union Representative review their file and/or specific parts thereof. A copy of this written authorization will be placed in the file.
- D. Reviews of the entire personnel file shall be limited to once per year. Copies of documents in the personnel file shall be provided at the standard rate charged by the Employer for reproduction of public documents.
- E. The Employer shall have the right to be present during the review of the personnel files by the Designated Union Representative or the employee.

ARTICLE XXIX

TRAINING

- A. All new employees will receive adequate training prior to final job assignment.
- B. 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.
- C. 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.

- D. 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.
- E. 1. The Employer agrees to establish a Training Advisory Committee to serve as a forum for discussion of employment related training needs at the agency.
2. The membership of the Committee shall be at the sole discretion of the Employer, except that the Union may designate up to three (3) persons from the bargaining unit as members of the Committee.
3. The Committee shall meet at least quarterly at a time and place to be determined by the Committee Chairperson who shall be appointed by the Employer.
4. The Committee shall be advisory in nature and shall have no authority to change, implement or otherwise affect training policies, procedures or practices. Rather the Committee may make recommendations and/or suggestions for consideration by the Employer.

ARTICLEXXX

PROMOTIONS

- A. The Employer agrees to notify by posting all eligible employees of any promotional opportunities. The Employer agrees to give due consideration to historical Unit Scopes. The Employer agrees to make every reasonable effort to consider and select for promotional positions from existing staff.
- B. Promotional opportunity is defined as a higher salaried position for which the employee is qualified. Qualifications for positions and criteria for selection are established by the Employer in accordance with sound management principles and rules of the Department

of Personnel.

- C. The Employer agrees to post the qualifications for any promotional positions and the criteria upon which selection is to be based and the application deadline, in a prominent place in each office. at least seven (7) days prior to the deadline for application for the position. The Designated Union Representative shall be provided with a copy of all such notices.
- D. Employees 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. The Employer agrees to fairly consider all qualified employees who make application for a position. A candidate who competes for a position and is not selected shall, upon written request, be provided with a brief explanation for the selection of another candidate.
- E. In consideration for promotion, minor disciplinary actions occurring more than three (3) years prior to consideration shall not be a factor provided that there are no other incidents of disciplinary action during such three (3) year period.
- F. The Employer agrees to post all appointments in a prominent place in each office.

ARTICLE XXXI

GENERAL PROVISIONS WORK RULES

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

ARTICLE XXXXII

DONATED LEAVE PILOT PROGRAM

- A. Within 90 days of the execution of the agreement the County Board of Social Services shall apply to the New Jersey Civil Service Commission to participate in an approved Donated Leave Program in accordance with N.J.S.A. 4A:6-1 .22 and shall implement such program within 30 days of Civil Service approval. The purpose of the Donated Leave Program is to allow employees to contribute accumulated sick and vacation time to coworkers experiencing catastrophic illness or coworkers who have members of their immediate family who are experiencing catastrophic illness when such employees own leave time has been exhausted.

- B. The County Board of Social Services will make available to all employees the appropriate forms, applications, and waivers to be completed by those employees interested in participating in the Donated Leave Program as either a leave recipient or donor.

- C. The Donated Leave Program will continue on a pilot basis for two years from the date of implementation, subject to the Board's *legal* right to implement such program. At the end of the two-year pilot period the Union and the Employer shall meet to determine if the program has been effective or needs to be revised. If mutually agreed upon by the Union and the Employer, the program will be extended through the term of the agreement.

ARTICLE XXXIII

SECURITY PERSONNEL

The Employer shall provide security personnel for the Paterson Central Office, South Paterson

and Passaic Field Offices during such time when those offices are open to the public.

ARTICLE XXXIV

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2019, and remain in effect up to and including December 31, 2021 except as provided otherwise herein.
- B. Negotiations on a successor contract shall commence on or about October 1, 2021, upon written notice by one party to the other at least ninety (90) days prior to the expiration date of this Agreement.
- C. By agreement and subject to appropriations by appropriate funding agencies, this Contract and its provisions shall remain in full force and effect for a reasonable period of time during any negotiations that take place on any new contract subsequent to the expiration date of this Contract. The Employer shall continue to engage in timely and meaningful collective negotiations with the Union.

SIDE LETTER OF AGREEMENT # 1

Within 90 days of the execution of this agreement the parties will meet for the purpose of discussing an alternative disciplinary procedure to include mediation and/or arbitration of major discipline insofar as such a procedure would be legally permissible. If the parties determine that they do not currently have the legal standing to enter into such an agreement they will meet again within 90 days of such time that an alternative mediation and/or arbitration procedure becomes legally permissible during the life of this agreement.

Any such alternative disciplinary procedure, if agreed to by Union and the Employer, would not limit an employee from exercising their rights under Article VI of this agreement except that the selection of the process described in Article VI or the selection of an alternative disciplinary arbitration would be the exclusive procedure. Absent mutual agreement by the Union and the Employer the provisions of Article VI shall remain in full force and effect throughout the life of the agreement.