AGREEMENT BETWEEN

THE MORRIS COUNTY MOSQUITO EXTERMINATION COMMISSION

AND

MORRIS COUNCIL NO. 6, NEW JERSEY CIVIL SERVICE ASSOCIATION IFPTE, AFL-CIO

JANUARY 1, 2007 - DECEMBER 31, 2010

TABLE OF CONTENTS

Page

PREAMBLE		1
ARTICLE I	Recognition and Scope	2
ARTICLE II	Commission Rights and Responsibilities	3
ARTICLE III	Association Rights	4
ARTICLE IV	Grievance Procedure	5
ARTICLE V	Working Hours and Work Week	8
ARTICLE VI	Salaries	9
ARTICLE VII	Overtime	13
ARTICLE VIII	Callouts	14
ARTICLE IX	Fogging	15
ARTICLE X	Uniforms and Equipment Issue	16
ARTICLE XI	Vacation	17
ARTICLE XII	Holidays	19
ARTICLE XIII	Sick Leave	20
ARTICLE XIV	Storm Days and Emergencies	22
ARTICLE XV	Hospital and Medical Insurance	23
ARTICLE XVI	Group Life Insurance	26
ARTICLE XVII	Liability Insurance	27
ARTICLE XVIII	Pensions	28
ARTICLE XIX	Personal Leaves	29
ARTICLE XX	Posting of Non-Supervisory Positions Vacancies	31
ARTICLE XXI	Disability Leave	32
ARTICLE XXII	Longevity	33
ARTICLE XXIII	Public Employees Committee	34

ARTICLE XXIV	Association Membership Dues Deduction	. 35
ARTICLE XXV	Agreement not to Strike	. 36
ARTICLE XXVI	General Provisions	. 37
ARTICLE XXVII	Application of Benefits	. 38
ARTICLE XXVIII	Duration	. 39
Salary Progression So	chedules (S-7, S-8, S-9, S-10)	
Appendix		

PREAMBLE

This Agreement made and entered into this 30 day of July 2009, by and between the Morris County Mosquito Extermination Commission, a political subdivision of the State of New Jersey, hereinafter referred to as the Commission and the Morris Council #6, N.J.C.S.A., IFPTE, AFL-CIO, hereinafter referred to as the Association, is the final and complete understanding between the Commission and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Commission and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I: RECOGNITION AND SCOPE

Section 1:

The Commission hereby recognizes the Association as the sole and exclusive representative of all full time, permanent and provisional employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer - Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

Account Clerk/Typing **Assistant Chief Inspector** Assistant Supervisor, Mosq Exterm Clerk Entomologist Equipment Operator/Inspector Mosquito Exterminator Equipment Operator, Mosq Exterm Heavy Equipment Operator, Mosq Exterm Heavy Equipment Operator, Supervisor Identification Specialist, Mosq Exterm Inspector, Mosq Exterm Inspector Trainee Laborer Mechanic Principal Account Clerk/ Typing Principal Storekeeper Senior Account Clerk/Typing Senior Inspector, Mosq Exterm Senior Mechanic Senior Storekeeper Storekeeper Supervisor Truck Driver

The following shall be excluded from representation under this Agreement: employees in the positions of Superintendent, Chief Inspector, General Supervisor, Water Management Supervisor, Wetlands Specialist, Biologist, Senior Biologist and professional employees, supervisors as defined by N.J.S.A. 34:13A-1 et seq., confidential employees (which presently includes employees in the positions of Administrative Clerk and Senior Clerk Bookkeeper), seasonal employees and part time employees.

Section 2:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II: COMMISSION RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the Commission and to properly serve the public, the Commission hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

- 1. To manage and administer the affairs and operations of the Commission;
- 2. To direct its working forces and operations;
- 3. To hire, promote and assign employees;
- 4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;
- 5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of the Commission.

Section 2:

The Commission's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

Section 3:

Nothing contained in this Agreement shall operate to deny to or restrict the Commission in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

ARTICLE III: ASSOCIATION RIGHTS

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of the Association. It may be necessary for certain officers and representatives of the Association to attend to these matters during the Commission's hours of operation. The right to conduct business by these representatives on Commission time is recognized as follows:

Two members of the Association's Grievance Committee who shall be employees of the Commission, shall be permitted to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay. The President of the Association may be a member of the Grievance Committee, in which case the Grievance Committee may be comprised of three persons.

The Commission agrees that there shall be no discrimination, interference, restraint or coercion by the Commission or any of its agents against any employee because of his membership in the Association or because he or she is conducting within the limits prescribed above, lawful activities on behalf of the Association.

The Association agrees that it will not intimidate employees into membership or into conducting business of the Association on Commission time. The Association further agrees it will restrict the conduct of Association business by its members on Commission time to the times and circumstances set forth above.

Convention Leave shall be paid by the County in accordance with New Jersey law, N.J.A.C. 4A:6-1.13. A total of three (3) paid days leave for the bargaining unit shall be granted to attend Shop Steward training and a total of five (5) unpaid days leave shall be granted to attend seminars and conferences. The Shop Steward shall obtain prior written approval for the use of such time from the Shop Steward's Department Director, and file the approved request with the Office of Labor Relations. Such approval shall not be unreasonably withheld.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 1: Definition

A. Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement, but shall not include:

- (1) Matters which involve the interpretation or application of a Civil Service Rule or Regulation of N.J.S.A. 11A:1-1 et seq. The Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;
- (2) Matters where the Commission is without authority to act.

Employees who completed their first ninety (90) days of employment shall have the right to grieve and arbitrate all disciplinary actions not covered by the appeal procedure of the New Jersey Department of Personnel.

A contractual grievance may be processed up to and including Step 4 of the grievance procedure and such decision of the arbitrator shall be final and binding.

B. Non-Contractual Grievance

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization. Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the Commission shall be final.

C. Immediate Supervisor

An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems which may arise affecting the terms and conditions of employment. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth herein, which definition shall govern and limit the scope of contractual and non-contractual grievances.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1:

Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the immediate superior, the employee must present his grievance to his Division Head in the event his immediate superior is not the Division Head. The procedure and the time limits for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2:

In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time period, the aggrieved employee may present his grievance to the Superintendent of the Commission within five (5) work days thereafter. Upon receipt of the grievance, Superintendent shall investigate the grievance and shall render a decision thereon within ten (10) work days.

Step 3:

In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Superintendent of the Commission within the time allowed, the aggrieved employee may appeal to the Commission within ten (10) work days thereafter. Where an appeal is filed with the Commission, the grievance shall file:

- (1) Copy of the written grievance discussed below;
- (2) A statement of the results of prior discussions thereon, and
- (3) A statement of the grievant's dissatisfaction with such results.

If the grievant in his appeal to the Commission, does not request a hearing, the Commission may consider the appeal on the written record submitted to it or, on its own, conduct a hearing; or may request the submission of additional written material. Where additional written materials are requested by the Commission, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Commission, a hearing shall be held.

The Commission shall make a determination within thirty (30) days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there is to be one, and other parties if any, of its determination. This time period may be extended by mutual agreement of the parties.

Step 4:

In the event a contractual grievance is not resolved at Step 3, or a decision rendered by the Commission within the time provided above, the aggrieved party may submit the contractual grievance to final and binding arbitration as provided in Rule 19:12-14 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

The Arbitrator selected in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment Relations Commission.

There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Association and its members, the employee or employees involved, and the Commission. The arbitrator shall make his judgment based on the express terms of this agreement, and shall not be authorized to add to or subtract from any of the terms of this agreement. Expenses for the arbitrator shall be shared equally by the Commission and the Association.

Copies of the award of the arbitrator, made in accordance with his jurisdictional authorization as set forth above, shall be furnished to both parties within thirty (30) days of the hearing.

In the presentation of a grievance, an employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

Whenever the employee appears with a representative, the Commission shall have the right to designate a representative to participate at any stage of the grievance procedure.

ARTICLE V: WORKING HOURS AND WORK WEEK

The current practice and policy regarding work week, hours of work and overtime will remain in effect except as otherwise specifically set forth herein.

ARTICLE VI: SALARIES, SALARY PROGRESSION SCHEDULE And EMPLOYEE EVALUATIONS

Section 1: Wages:

a. On Guide

- Effective pay period 14 of 2007 all employees covered by the Salary Progression shall have their salaries increased by 2.00% representing a 2% increase over Schedule S-6 and the creation of Schedule S-7.
- Effective pay period 14 of 2007 employees covered by the Salary Progression who have at least one year of service by July 1, 2007 and a satisfactory performance appraisal shall advance one step on Schedule S-7.
- Effective pay period 14 of 2008 all employees covered by the Salary Progression shall have their salaries increased by 2.00% representing a 2% increase over Schedule S-7 and the creation of Schedule S-8.
- Effective pay period 14 of 2008 employees covered by the Salary Progression who have at least one year of service by July 1, 2008 and a satisfactory performance appraisal shall advance one step on Schedule S-8.
- Effective January 1, 2009 all employees covered by the Salary Progression shall have their salaries increased by 3.5% representing a 3.5% increase over Schedule S-8 and the creation of Schedule S-9. There shall be no step movement.
- Effective January 1, 2010 all employees covered by the Salary Progression shall have their salaries increased by 3.5% representing a 3.5% increase over Schedule S-9 and the creation of Schedule S-10. There shall be no step movement.

b. Off Guide

- January 1, 2007 employees shall receive a 4% increase
- January 1, 2008 employees shall receive a 4% increase
- January 1, 2009 employees shall receive a 3.5% increase
- January 1, 2010 employees shall receive a 3.5% increase

Section 2: General Guidelines Applicable To All Employees

The County shall evaluate each bargaining unit member in accordance with the Morris County Performance Appraisal Form. Every evaluation shall be conducted by the employee's immediate supervisor and reviewed by the applicable division head. Final approval shall be made by the department head. The employee will be given the opportunity to comment upon the evaluation.

It is the purpose of the County to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible professional level.

A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once per year. It is recommended that the employee's immediate supervisor sit with the employee six (6) months prior to the

date of evaluation to assess the employee's performance.

- B. The County reserves the right to discipline personnel in accordance with State law. Withholding of step movement shall not be done for disciplinary reasons and shall not be considered disciplinary action under the terms of this Agreement.
- C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to ensure that the year-end evaluation has a continuous factual record. These notations may be reviewed by the employee.
- D. It shall be the responsibility of the employee's immediate supervisor to submit a written job performance evaluation on an approved Morris County Performance Appraisal form to the appropriate division head in January. It shall be the responsibility of the supervisor to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervisor indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating or lower, it shall be the responsibility of the supervisor to notify the division head of his/her determination.
- E. Upon the completion of an unsatisfactory employee job performance evaluation, the employee's supervisor shall submit his/her findings to the division head. Upon review by the department head and finding the submitted evaluation of the employee to be unsatisfactory, remedial action shall be implemented.
- F. Upon the completion of a satisfactory employee job performance evaluation in January, the employee shall be evaluated in April using the mid year review check off Performance Appraisal form unless the employee has developed performance deficiencies since the January evaluation.

Section 3: Step Movement

It is established herein that in no event shall employees advance on the salary progression schedule following the expiration date of this labor agreement. There shall be no step increases or salary adjustments of any kind whatsoever pursuant to the salary progression schedule after December 31, 2008 unless the parties agree to extend the provisions of this Article. These provisions shall terminate on December 31, 2008.

Employees promoted to a higher position title shall be eligible for advancement on the salary progression schedule to the next applicable step, provided the employee has at least one year service with the County as of July 1 of each year of this agreement, however all employees shall be subject to the following procedures in order to be paid a step increase:

A. The County reserves the sole right to establish each new hire's salary at any level between the minimum and maximum salaries within the range for that employee's job category.

- B. Step increases shall be granted only to employees who qualify for step increases by virtue of their requisite one-year in service in step and whose performance is satisfactory as determined in accordance with the Morris County Performance Appraisal process. An employee who is scheduled for step increase on the next succeeding July 1 step progression date will be notified in his/her January evaluation by his/her department head if there are any performance deficiencies that could lead the department head to recommend that the employee not be advanced to the next step on the range.
- C. In accordance with the performance evaluation process, if, in the determination of the department head, an employee's performance is unsatisfactory, the employee shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided with written recommendations as to how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated using the Morris County Performance Appraisal form in the next succeeding April following the January evaluation. If the employee's performance subsequently improves and the employee receives a satisfactory evaluation in April he/she will receive the scheduled step increase at the next succeeding July salary progression date.
- D. An employee who receives an unsatisfactory evaluation in his/her April evaluation (either because of failure to improve performance deficiencies noted in his/her January evaluation, or because of performance deficiencies that have developed since his/her January evaluation), will not receive any scheduled step increase as provided on the salary progression schedule.
- E. An employee who is not eligible to advance on the step progression schedule because of performance deficiencies may file a grievance concerning his/her own evaluation provided that any such grievance shall terminate at Step 2 (County Superintendent's decision) and shall not be subject to arbitration. If an employee remains "frozen", however, in a step range after one (1) year because of a second unsatisfactory evaluation in the subsequent evaluation in January, he/she may file a second grievance concerning this subsequent evaluation and that grievance will be subject to grievance arbitration. The standard to be applied by the arbitrator in rendering a decision concerning the employee's grievance concerning his/her evaluation shall require that the burden be upon the employee to prove that the County's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a retroactive step increase back to the effective date of the preceding year in which the scheduled step increase was denied.
- F. The County and union agree to establish a joint advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the County of Morris to evaluate its employees.

In order to be eligible for advancement on the salary progression schedules to the next applicable step, an employee must serve a minimum of one (1) year in his/her current step; provided however, that an employee promoted to a higher position title shall be eligible for

advancement to the next applicable step if the employee has at least one year service with the County as of July 1 of each year of this agreement.

G. Promotions

Employees promoted to a higher position title shall receive no less than one (1) salary increment in the old range upon promotion. Employees promoted who are off the salary guide shall receive a five percent (5%) increase.

Section 4:

Notwithstanding the previous sections of this Article, evaluations and all other provisions shall remain applicable except there shall be no step movement on the Salary Progression Schedules for 2009 and 2010.

ARTICLE VII: OVERTIME

Overtime shall be computed with reference to "hours worked". The term "hours worked":

- 1. Shall include the actual hours worked.
- 2. Shall include holiday and vacation time.
- 3. Shall not include sick leave.

Employees shall receive overtime compensation at time and one half $(1\frac{1}{2})$ their straight time hourly rates of pay after eight (8) continuous hours worked (a regular workday) and after forty (40) hours worked (a normal work week).

ARTICLE VIII: CALL OUTS

All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of a four hour call out if the time worked is less than four hours. All call outs between the hours of 6:00 p.m. and 12:00 a.m. shall be compensated at the rate of two hours call out time if the time worked is less than two hours. In the event actual time worked on a call out should exceed the four hours or two hours provided, compensation in such event would be commensurate with the time worked.

ARTICLE IX: FOGGING

Employees may be required to fog or spray insecticides beyond their normal hours of work. The employer will seek volunteers first and then shall require if there are not sufficient volunteers in an inverse order of seniority. Employees who perform this service shall be paid at the rate of time and one half (1½) their straight time hourly rate for every hour worked while performing this service. The present hourly rate paid to employees for fogging shall be the only compensation they shall receive for such work, as the hourly rate is paid in lieu of overtime. Fogging shall not be considered a call out under Article VIII.

ARTICLE X: UNIFORM AND EQUIPMENT ISSUE

The Commission shall promulgate work rules and a personnel code governing the use of the following issue to be supplied at Commission expense:

- (a) <u>Uniforms</u> Uniforms shall be issued to all employees. The issue will provide these employees with two (2) changes per week. Rain gear will be issued when needed on the vehicle at crew level.
- (b) Hard hats Will be issued on the vehicle at crew level.
- (c) <u>Foot protectors</u> Will be provided in needed areas.
- (d) <u>Nonprescription safety glasses (safety goggles)</u> Will be supplied. In the event an employee obtains prescription safety glasses, the Commission shall only reimburse him for the value of ordinary non-prescription safety glasses.
- (e) Work gloves To be issued where required.
- (f) <u>Boots</u> The annual allowance is \$75.00. Effective January 1, 2009, the annual boot allowance shall be \$90.00. All claims shall be submitted annually by September 1 and reimbursement shall be made within 30 days of submission.
- (g) Winter Jacket or Carhartt Bib Will be provided as needed.
- (h) <u>Hooded Sweatshirt</u> One (1) shall be provided annually

The issuance of the foregoing equipment shall be at the discretion of the Commission Superintendent.

ARTICLE XI: VACATION

Section 1:

In accordance with N.J.S.A. 11:24A-1.1, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

Length of Service	Vacation
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken subject to the needs of the service, during the current vacation period.

Section 3:

No employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no exceptions or extensions to this policy.

Section 4:

Annual vacation shall be granted only with prior approval of the Superintendent of the Commission who may require six (6) weeks prior notice in writing of extended vacation. In scheduling vacations, management will consider seniority of employees involved and the orderly flow of work within the work unit. The Commission, subject to the needs of the Department, will permit one employee from each group (i.e., Watercourse, Inspection and Spraying and Drainage Maintenance) to take no more than one (1) week's vacation (five (5) consecutive days) during the period June, July, and August.

Section 5:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to disability, leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation thereof.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of one days' vacation for each month of actual service. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be prorated in accordance with the schedule above.

ARTICLE XII: HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays:

- 1. New Year's Day
- 2. Martin Luther King's Birthday
- 3. Lincoln's Birthday
- 4. Washington's Birthday
- 5. Good Friday
- 6. Memorial Day
- 7. Independence Day
- 8. Labor Day
- 9. Columbus Day
- 10. Election Day
- 11. Veteran's Day
- 12. Thanksgiving Day
- 13. Christmas Day

In addition, at the discretion of the Commission, employees may be granted any other days declared to be holidays by proclamation of the president or governor.

Floating Holidays

The Employer, at its sole discretion and upon appropriate notice to the union, may convert the observance of Lincoln's Birthday and Election Day (paid holidays enumerated in this section) into "floating holidays" for the current year. Upon six months prior notice, the Employer may elect to exchange any single floating holiday for another day in the same calendar year which shall be recognized as a holiday, as defined by the terms of this Article.

Section 2:

Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 3:

If an employee is required to work on any one of the holidays designated under Section 1 of this Article, he shall be paid at the rate of time and one half (1½) his regular hourly rate for all hours worked, in addition to one (1) day's compensatory time off for each such holiday worked.

Section 4:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

ARTICLE XIII: SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with 15 days sick leave annually for each succeeding year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Commission. If upon termination after a year's service an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled. Sick leave benefits shall be available to both provisional and permanent employees in accordance with law and existing practices.

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his supervisor within two (2) hours after starting time on each day of absence, giving the specific reason for the absence. Should the employee be unable to reach the supervisor, then the Superintendent's office should be notified. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4:

A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than four days at one time, the County may not require production of the physician's certificate. However, in the event of absence from duty due to illness for four (4) work days or more at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5:

Any employee who retires on or after January 1, 2000 shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of sick time at time of retirement to a maximum tenthousand five-hundred dollars (\$10,500).

Eligibility for retirement shall be determined based upon receipt of State Pension benefits or Social Security retirement benefits.

ARTICLE XIV: STORM DAYS AND EMERGENCIES

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

ARTICLE XV: HOSPITAL AND MEDICAL INSURANCE

Section 1:

- a. Eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.
 - Medallion Plan
 - Base Hospital, Wrap Around, Major Medical Plan (Employer's Medical Insurance Plan)
 - The HMO option
- b. Each employee covered by the Medallion Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of five percent (5%) of the annual medical insurance premium.
 - Upon execution of Agreement each employee covered by the Medallion Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of six percent (6%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated.
- c. An employee who is currently covered by the medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back into the Medallion Plan unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.
- d. In the event that the enrollment of the employees covered by this agreement in the Medallion Plan falls below ten employees, the Medallion Plan shall no longer be offered as an option. The remaining employee enrollment in the Medallion Plan shall be enrolled in either the Employer's Medical Plan or HMO, at the employee's option.
- e. Employees hired after November 25, 1992 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Plan or HMO only.
- f. Each employee covered by the HMO Options shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated.
- g. Each employee covered by the Employer's Medical Plan (wraparound medical insurance plan) shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium.
 - Upon execution of Agreement each employee covered by the employer's Medical Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of four and one half percent (4.5%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated.

h. Upon execution of Agreement plan changes to deductibles and co-payments for active employees and eligible retirees shall be implemented pursuant to the memorandum of Agreement signed between the parties on March 9, 2009.

Section 2:

The co-pay for the Prescription Drug Plan for employees and their eligible dependents, for the duration of this Agreement shall be:

\$ 5.00 for generic drugs \$10.00 for Brand Name Drugs

Upon execution of Agreement the co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 5.00 for generic drugs \$10.00 for Brand name Drugs \$20.00 for Formulary

Section 3:

An employee, full-time or part-time, who is eligible for health benefits prior to January 1,1993, remains eligible for health benefits during the term of this agreement as long as he/she regularly works twenty (20) or more hours each week.

An employee hired on or after January 1, 1993 must regularly work thirty-two (32) hours or more each week to be eligible for health benefits.

Section 4:

Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependent care expenses.

Section 5:

(a) Employees enrolled in medical and prescription plans may elect to waive their coverage provided proof of coverage through another source can be demonstrated. Employees who waive their medical and prescription coverage shall receive a monthly payment in lieu of insurance depending upon the type of coverage for which they are eligible, as follows:

Employee Only Coverage: \$75.00 per month
Parent/Child Coverage: \$140.00 per month
Family Coverage: \$200.00 per month

(b) In the event that coverage through another source is eliminated, the employee may reenroll in the County medical and prescription plans (Base Hospital Wrap Around, Major Medical Plan or HMO Option). In such event, re-enrollment in the Medallion Plan will be permitted only if there has been a change in spousal medical coverage or change in family status.

Section 6:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Board. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 7:

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County retains the unilateral right to select the insurance carrier or to be self-insured. Not withstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

Section 8:

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan and HMO Option shall be made available to new employees within three (3) months of the date of employment.

Pre-admission Review and Individual Case Management programs will be continued during the life of this Agreement.

ARTICLE XVI: GROUP LIFE INSURANCE

Section 1:

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employees, as provided below.

Section 2:

Under the Public Employee's Retirement System of New Jersey, one and one-half (1½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 months membership, (during which the remaining $1\frac{1}{2}$ times contributory insurance is mandatory, at the employee's expense at the present cost of 0.75% of base salary) the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided required notification is given.

Section 4:

Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

Section 5:

All mandatory legislation on group life insurance enacted during the term of this Agreement shall be implemented. All enabling legislation on group life insurance relating to these employees enacted during the term of this Agreement will be subject to negotiations.

ARTICLE XVII: LIABILITY INSURANCE

During the term of this Agreement, the Commission shall continue the existing liability insurance coverage for employees covered by this Agreement during performance of their duties.

ARTICLE XVIII: PENSIONS

The Commission shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation which is mandatory will be implemented and all new enabling legislation will be subject to negotiations.

ARTICLE XIX: PERSONAL LEAVES

Section 1:

<u>Jury Duty</u> - Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section 2:

Military Leave

- A) With Pay: If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 30 calendar days per year when called for active duty training. Employees required to report for Armed Forces physicals shall be paid for the time required. The employee shall be required to submit a written request with a copy of the duty orders to his supervisor at least two (2) weeks in advance. Pay received for the weekends while on active duty training will be retained by the employee and not permitted as a credit against the Commission's differential payment in the event of active duty training by the employee. Any employee called for a draft physical shall be compensated for the day.
- B) Without Pay: If the employee is inducted into the Armed Forces, then the employee shall be entitled to Military Leave without pay, provided a written request to the supervisor and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, the seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

Section 3:

Bereavement Leave - The Commission shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, stepmother, stepfather, stepchild, grandchildren or grandparents. Additional days may be approved by the supervisor and charged against sick leave.

The Commission shall provide one (1) working day's bereavement leave in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law. Such leave day is not chargeable against sick leave.

As soon as possible an employee shall notify his supervisor of a death in his family, and of his need for leave. Notification must be given as in the case of illness under Article XIII, Sick Leave, Section 3. Proof of death may be required by the Superintendent of the Commission.

Section 4:

Other Leaves - Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Commission. For a leave without pay, the employee shall submit a written request to the supervisor at least 60 days in advance stating the reason for the request, and the time required. This request will be forwarded to the members of the Commission and promptly answered. If the employee's required absence exceed the normal pay period, the employee shall be required to report to the Superintendent's office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 5: Administrative Day / Personal Day

- (a) Each employee shall be entitled to an allowance of one (1) work days' leave upon written request to and the approval of the Superintendent of the Commission only for the following reasons:
 - A. Court Subpoena
 - B. Marriage of employee
 - C. Personal business which cannot be attended to outside of work hours
 - D. Established religious days
- (b) Each employee will be granted one (1) personal day without the requirement of any of the above stated reasons, provided the employee obtains prior approval of the Superintendent of the Commission.

Upon execution of the Agreement the above referenced administrative day shall be converted to a personal day. If an employee has already taken an administrative day for 2009, that day will count toward the allotted personal days for 2009.

Administrative leave and personal leave, as noted above, shall be non-cumulative.

ARTICLE XX: POSTING OF NON-SUPERVISORY POSITION VACANCIES

Openings on non-supervisory classifications in the negotiating unit will be posted on bulletin boards for at least five (5) days to afford interested employees an opportunity to apply. If interested in a vacancy, the supervisor of the employee should be notified and will register the name of the applicant with the Superintendent of the Commission.

ARTICLE XXI: DISABILITY LEAVE

Section 1:

All employees in the Negotiating Unit will be covered by the existing County Disability Program.

Section 2:

The maximum weekly disability benefit for eligible employees shall be \$255.00 per week and the employees' annual contribution shall be \$67.24 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Section 3:

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

ARTICLE XXII: LONGEVITY

Section 1:

Each employee actively employed prior to July 1, 1990, and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article VI set forth above, a longevity increment based upon years of service with the Commission in accordance with the following schedule:

Years of Service	Percentage
From 3rd Ann to 8th Ann	1
From 8th Ann to 12th Ann	3
From 12th Ann to 16th Ann	5
After 16th Ann	7

Section 2:

Any and all longevity shall accrue and be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status under Civil Service requirements. Any time period shall commence to run from the date of making such request.

Section 3:

Employees carried in a provisional status for extended period of time through no fault of their own, shall be entitled to have the time employed in provisional status after the initial ninety (90) day period counted in their total length of continued service for the purpose of entitlement to longevity benefits under this contract.

Section 4:

The provisions of this Article 22 shall apply only to employees actively employed prior to July 1, 1990.

ARTICLE XXIII: PUBLIC EMPLOYEES COMMITTEE

The Commission agrees that the public employees shall have the right through a three (3) member Committee to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the Commission from time to time.

ARTICLE XXIV: ASSOCIATION MEMBERSHIP DUES DEDUCTIONS

Section 1:

Upon request, the Commission agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15 9e of the statutes of New Jersey. Deductions shall be made in compliance with law each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Commission written notice prior to the effective date of such change.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent of the Commission. The Association shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards submitted by the Association.

Section 4:

All new employees will be informed of the existence of the Association Agreement at the time of hire and furnished with a copy thereof by the Association representative at the time the employee authorizes dues deduction.

ARTICLE XXV: AGREEMENT NOT TO STRIKE

The Association acknowledges that the common law of New Jersey prohibits strikes and the Association agrees not to strike during the term of this Agreement.

ARTICLE XXVI: GENERAL PROVISIONS

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3:

General Information

- A. Physical examinations may be required from time to time at the expense of the Commission.
- B. Change of address of an employee must be reported to employee's supervisor immediately.
- C. Where the job requires, residence by county employee may be required to be in Morris County.
- D. Change of family status: The employee is advised to inform the Superintendent's office immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical- surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

ARTICLE XXVII: APPLICATION OF BENEFITS

The fact that provisional employees are included under the terms of this Agreement does not (unless otherwise expressly stated in this Agreement) confer upon them the benefits that permanent, full-time employees of the Commission are receiving or will receive under this Agreement.

The provisions of this Agreement shall not apply to any employee who has left the employ of the Commission prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2007, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's adjustment retroactively from January 1, 2007 to the employee's last date of employment.

ARTICLE XXVIII: DURATION

This Agreement shall be in full force and effect as of the first day of January, 2007 and shall remain in full force and effect through the thirty-first day of December, 2010. If either party desires to modify or terminate this Agreement, it must no later than September 30, 2010, give written notice of its intention. In the event no such notice is received by September 30, 2010, this Agreement shall continue in effect from year to year after December 31, 2010 subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

MORRIS COUNTY MOSQUITO EXTERMINATION COMMISSION	MORRIS COUNCIL NO. 6, NEW JERSEY CIVIL SERVICE ASSOCIATION IFPTE, AFL-CIO
Katen sylvened 7/30/09	Elizabeth Sutula 7/27/09
ATTEST:	ATTEST:
	Amar/Man

APPENDIX 1

TITLE	JOB CATEGORY
ACCOUNT CLERK TYPING	10
ASSISTANT CHIEF INSPECTOR	17
ASSISTANT SUPERVISOR	16
CLERK	10
ENTOMOLOGIST	17
EQUIPMENT OPERATOR	14
EQUIPMENT OPERATOR/INSPECTOR MOSQUITO EXTERMINATO	OR 15
HEAVY EQUIPMENT OPERATOR	16
HEAVY EQUIPMENT OPERATOR – SUPERVISOR	17
IDENTIFICATION SPECIALIST	16
INSPECTOR	14
INSPECTOR TRAINEE	13
LABORER	11
MECHANIC	14
PRINCIPAL ACCOUNT CLERK/TYPING	12
PRINCIPAL STOREKEEPER	13
SR ACCOUNT CLERK/TYPING	11
SR INSPECTOR	16
SR MECHANIC	15
SR STOREKEEPER	12
STOREKEEPER	11
SUPERVISOR	17
TRUCK DRIVER	13

Morris Council 6 - Mosquito Commission Progression Schedule S7

Year	2007										5/200 MONTON CO. 279 4 CO O E AN HE BOARD A CO O O O CO	CONTRACTOR OF THE PROPERTY OF	
General Increase	2.00%												
Operation is the second of the													
Guide Level		1	2	3	4	5	6	7	8	9	10	11	12
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Job Category								·					
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5	10	22,136	23,366	24,596	25,826	27,055	28,285	29,515	30,745	31,974	31,974	33,204	33,204
	11	25,826	27,261	28,696	30,131	31,566	33,001	34,436	35,872	37,307	37,307	38,742	38,742
	12	27,670	29,207	30,745	32,282	33,819	35,356	36,894	38,431	39,968	39,968	41,505	41,505
	13	30,745	32,453	34,162	35,870	37,579	39,287	40,995	42,703	44,411	44,411	46,119	46,119
	14	32,589	34,400	36,210	38,020	39,830	41,641	43,451	45,261	47,071	47,071	48,882	48,882
	15	35,049	36,996	38,942	40,889	42,836	44,783	46,729	48,676	50,623	50,623	52,570	52,570
	16	36,279	38,294	40,310	42,326	44,341	46,357	48,372	50,388	52,404	52,404	54,419	54,419
	17	38,123	40,241	42,359	44,476	46,594	48,712	50,830	52,947	55,065	55,065	57,183	57,183

All employees on the salary progression will receive a 2% general wage increase effective June 23, 2007. All employees not at maximum step of the range, who have at least one year of service as of July 1, 2007 shall be advanced one step in their range per this schedule if they have satisfactory performance. Off Guide = base salary exceeds the maximum on the salary progression schedule

Morris Council 6 - Mosquito Commission Progression Schedule \$8

	2008												
General Increase	2.00%												
		•											
Guide Level	***************************************	1	2	3	4	5	6	7	8	9	10	11	12
Job Category	10 11 12 13 14 15 16 17	22,579 26,342 28,224 31,360 33,241 35,750 37,004 38,886	23,833 27,806 29,792 33,102 35,088 37,736 39,060 41,046	25,088 29,270 31,360 34,845 36,934 39,721 41,116 43,206	26,342 30,734 32,928 36,588 38,780 41,707 43,172 45,366	27,596 32,197 34,496 38,330 40,627 43,693 45,228 47,526	28,851 33,661 36,063 40,072 42,473 45,678 47,284 49,686	30,105 35,125 37,631 41,815 44,320 47,664 49,340 51,846	31,360 36,589 39,199 43,557 46,166 49,650 51,396 54,006	32,614 38,053 40,767 45,300 48,013 51,635 53,452 56,166	32,614 38,053 40,767 45,300 48,013 51,635 53,452 56,166	33,868 39,517 42,335 47,042 49,859 53,621 55,508 58,326	33,868 39,517 42,335 47,042 49,859 53,621 55,508 58,326

All employees on the salary progression will receive a 2% general wage increase effective June 21, 2008. All employees not at maximum step of the who have at least one year of service as of July 1, 2008 shall be advanced one step in their range per this schedule if they have satisfactory perform. Off Guide= base salary exceeds the maximum on the salary progression schedule.

Morris Council 6 - Mosquito Commission Progression Schedule \$9

Year	2009												
General Increase	3.50%												
		-											
Guide Level		1	2	3	4	5	6	7	8	9	10	11	12
Job Category													
OF	10	23,369	24,667	25,966	27,264	28,562	29,861	31,159	32,457	33,755	33,755	35,054	35,054
	11	27,264	28,779	30,294	31,809	33,324	34,839	36,355	37,870	39,385	39,385	40,900	40,900
	12	29,211	30,834	32,457	34,080	35,703	37,326	38,949	40,571	42,194	42,194	43,817	43,817
	13	32,457	34,260	36,065	37,868	39,672	41,475	43,278	45,082	46,885	46,885	48,688	48,688
	14	34,405	36,316	38,227	40,138	42,049	43,960	45,871	47,782	49,693	49,693	51,604	51,604
	15	37,001	39,056	41,112	43,167	45,222	47,277	49,332	51,387	53,443	53,443	55,498	55,498
	16	38,299	40,427	42,555	44,683	46,811	48,939	51,067	53,195	55,323	55,323	57,450	57,450
	17	40,247	42,483	44,718	46,954	49,189	51,425	53,661	55,896	58,132	58,132	60,368	60,368

All employees on the salary progression will receive a 3.5% general wage increase effective January 1, 2009.

There shall be no step movement on the salary progression for the year 2009.

Off Guide= base salary exceeds the maximum on the salary progression schedule

Morris Council 6 - Mosquito Commission Progression Schedule \$10

Year	2010												
General Increase	3.50%												
Guide Level		1	2	3	4	5	6	7	8	9	10	11	12
Job Category	10	24,187	25,531	26,875	28,218	29,562	30,906	32,249	33,593	34,937	34,937	36,281	36,281
	11	28,218	29,786	31,354	32,923	34,491	36,059	37,627	39,195	40,763	40,763	42,331	42,331
	12	30,234	31,913	33,593	35,273	36,952	38,632	40,312	41,991	43,671	43,671	45,351	45,351
	13	33,593	35,460	37,327	39,194	41,060	42,927	44,793	46,660	48,526	48,526	50,392	50,392
	14	35,609	37,587	39,565	41,543	43,521	45,499	47,477	49,454	51,432	51,432	53,410	53,410
	15	38,296	40,423	42,550	44,678	46,805	48,932	51,059	53,186	55,313	55,313	57,440	57,440
	16	39,640	41,842	44,045	46,247	48,449	50,652	52,854	55,056	57,259	57,259	59,461	59,461
	17	41,655	43,969	46,283	48,597	50,911	53,225	55,539	57,853	60,167	60,167	62,481	62,481

All employees on the salary progression will receive a 3.5% general wage increase effective January 1, 2010.

There shall be no step movement on the salary progression for the year 2010.

Off Guide= base salary exceeds the maximum on the salary progression schedule