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AGREEMENT BETWEEN

MORRIS COUNTY MOSQUITO EXTERMINATION COMMISSION

-and-

MORRIS COUNCIL #6, N.J.C.S.A.

JANUARY 1, 1978 - DECEMBER 31, 1980

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## PREAMBLE

This Agreement made and entered into this 13th day of November, 1978, 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., 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:

Clerk-Bookkeeper, Senior Inspector, Inspector, Foreman, Mechanical Repairman Foreman, Assistant Foreman, Heavy Equipment Operator, Equipment Operator, Dredge Master, Dredge Assistant, Mechanical Repairman, Storekeeper and Laborer; but excluding the employees in the positions of Superintendent, Chief Inspector, Supervising Foreman 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.

#### ARTICLE IV GRIEVANCE PROCEDURE

##### Section 1: Definition:

A. Grievance - A grievance is any alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the agreement's meaning or application. The term grievance and the grievance procedure set forth herein shall not apply:

(1) to matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. 11:1-1 et seq. the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;

(2) to matters where the Commission is without authority to act.

B. Immediate Superior - 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 affecting employees arising under this Agreement.

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: Procedures:

A. 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 limit 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 provided, the aggrieved employee may present his grievance to the Superintendent of the Commission within five (5) work days thereafter. Upon receipt of the grievance, the Superintendent shall investigate the grievance and shall render his 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 members of the Commission within ten (10) work days thereafter. Where an appeal is filed with the members of the Commission, the grievant 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 Commissioners does not request a hearing, the Commissioners may consider the appeal on the written record submitted to them, or they may, on their own, conduct

a hearing; or they may request the submission of additional written material. Where additional written materials are requested by the Commissioners, 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 Commissioners, a hearing shall be held.

The Commissioners 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 be one, and other parties, if any, of its determination. This time period may be extended by mutual agreement by the parties.

Step 4: In the event the grievance is not resolved at Step 3, or a decision rendered by the members of the Commission within the time provided above, the aggrieved party may submit the 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 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

Section 1: Salary adjustments effective on January 1 of each year during the term of the agreement are as follows:

- (a) 1978 - seven (7) percent adjustment added to current salary for all employees.
- (b) 1979 - Seven and one half (7 1/2) percent adjustment added to 1978 year ending salary.
- (c) 1980 - Eight (8) percent adjustment added to 1979 year ending salary.

Section 2: During the years of the Agreement set forth below, the following starting salary shall be applicable for the position title of laborer:

<u>1978</u>	<u>1979</u>	<u>1980</u>
\$8,500.00	\$8,800.00	\$9,200.00

Section 3: Employees promoted to a position in a higher salary grade will receive a five percent increase or the minimum of the new grade, whichever is higher.

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 their straight time hourly rates of pay after eight (8) continuous hours worked (a regular work day) 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 shall be requested, not required, to fog or spray insecticides beyond their normal hours of work. Employees who perform this service shall be paid at the rate of time and one half 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) Uniforms - Uniforms shall be issued to mechanics and heavy equipment operators. 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) Foot protectors - Will be provided in needed areas.
- (d) Non-prescription safety glasses (safety goggles) - 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 glasses.
- (e) Work gloves - To be issued where required.

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:

<u>B. Length of Service</u>	<u>Vacation</u>
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
After 12th anniversary to 18th anniversary	18 days
After 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: In any vacation period, annual vacation or any portion thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the Commission. The Commission will consider the needs of the employee and carried vacation time.

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 a 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 period 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 pro-rated basis of one days' vacation for each month of actual service. Any 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 pro-rated 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.

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 granted one 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 calendar 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 will 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 practice.

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 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 five days at one time, the Commission may not require production of the physician's certificate. However, in the event of absence from duty due to illness for more than five days at one time, the employee shall be required to submit a physician's certificate to the Superintendent to justify payment of sick leave.

An accumulation of ten 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 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, 1979 shall be reimbursed for accumulated sick time based on the schedule below:

Twenty (20) percent of the value of sick time at time of retirement to a maximum of Five Thousand (\$5,000.00) Dollars.

Eligibility for retirement shall be determined based upon PERS requirements or Social Security eligibility.

#### 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 to 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: Hospital and Medical-Surgical Insurance, including major medical will be provided by the Commission for all employees subject to this Agreement at the expense of the Commission within three (3) months of the date of employment. Dependent coverage for major medical is available for the employees at no additional charge and

at the option of the employee. Coverage provided is given in detail in all insurance certificates and booklets provided by the Commission. Information is available to the employees upon request.

Section 2: In addition to the foregoing benefits, the Commission shall provide prevailing physician's fee coverage, provided however, that such coverage is permitted to be given by the Commission to its employees pursuant to law. Legislation is pending presently in the State of New Jersey which is designed to amend the "State Plan" in which the Commission is enrolled. Upon its passage and enactment into law, this contract provision on prevailing physician's fee coverage shall be operative. The entitlement to these benefits shall be the same as set forth above.

#### 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 (1 1/2) 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 1/2 times contributory insurance is mandatory, at the employee's expense at the present cost of .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 related to these employees enacted during the 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: Jury Duty

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, grandchildren or grandparents. Additional days may be approved by the supervisor and charged against sick leave.

The Commission shall provide one working day's bereavement leave with pay 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 exceeds 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 Days

During the term of this agreement, each employee shall be entitled to an allowance of three work day's leave upon written request to and the approval of the Superintendent of the Commission for the following reasons:

- A. Court Subpoena
- B. Marriage of employee
- C. Personal business which cannot be attended to outside of work hours.

### 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  
MAINTENANCE OF STANDARDS

The Standards recognized, agreed to and set forth on Schedule C attached hereto shall be maintained by the Commission during the life of this Agreement.

ARTICLE XXII  
LONGEVITY

Section 1: effective January 1, 1978, each employee 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 continuous service with the Commission in accordance with the following schedule.

<u>Years of Service</u>	<u>Percentage</u>
From 3 Ann to 8 Ann	1
From 8 Ann to 12 Ann	3
From 12 ann to 16 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.

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 and shall furnish to the Commission new authorizations from its members showing the authorized deduction for each employee.

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 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 Commissions.

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.

Further, 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, 1978 through the date of retirement of any employee retiring prior to the signing of this agreement. The estate of a deceased employee who died prior to the signing of this agreement, shall receive the employee's salary adjustment, retroactively from January 1, 1978 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, 1978 and shall remain in full force and effect through the thirty-first day of December, 1980. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 1980, given written notice of its intention. In the event no such notice is received by September 30, 1980, this Agreement shall continue in effect from year to year after December 31, 1980 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

By *Richard J. March Jr.*  
President

ATTEST:

*[Signature]*

MORRIS COUNTY CIVIL SERVICE  
EMPLOYEES COUNCIL #6

By *Kathy Leavely*

ATTEST:

*Stephen Wall Jr.*

MEMORANDUM OF AGREEMENT

It is understood and agreed on this 13th day of November, 1978, by and between the Morris County Mosquito Extermination Commission and Morris Council #6, N.J.C.S.A., that the agreement entered into between these parties dated November 13 , 1978, be modified as set forth below:

Article VI: Salaries, shall include within the first year salary adjustment the following increase in salaries for laborers set forth below in the manner hereinafter indicated:

Laborer #1: 1978 rate - \$8,000 - Effective January 1, 1978  
Annual salary to \$8,500

Laborer #2: 1978 rate - \$8,000 - Effective January 1, 1978  
Annual Salary to \$8,500

Laborer #3: 1978 rate - \$8,000 - Effective October 1, 1978  
Annual salary to \$8,500

In addition to the foregoing salary adjustments, Laborer #1 and Laborer #2 shall receive a 7% salary adjustment for 1978. Laborer #3 shall receive no salary adjustment for 1978.

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

MORRIS COUNTY MOSQUITO  
EXTERMINATION COMMISSION

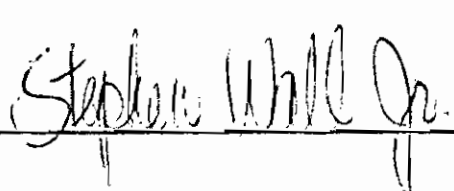
ATTEST:

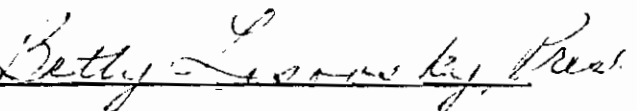
  
\_\_\_\_\_

By   
PRESIDENT

MORRIS COUNTY CIVIL SERVICE  
EMPLOYEES COUNCIL #6

ATTEST:

  
\_\_\_\_\_

By   
Betty Lesonsky, Pres.