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AGREEMENT BETWEEN
THE MORRIS COUNTY LIBRARY COMMISSION
AND
MORRIS COUNCIL #6, N.J.C.S.A.

X January 1, 1978 - December 31, 1980

LIBRARY
Institute of Management and
Labor Relations
OCT 2 1981
RUTGERS UNIVERSITY

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AGREEMENT

THIS AGREEMENT made and entered into this 20th day of October, 1978, by and between the Morris Council #6, N.J.C.S.A., hereinafter referred to as Council #6, and the Morris County Library Commission, hereinafter referred to as the Commission, is the final and complete understanding between Council #6 and the Commission on all bargainable 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 Council #6 as the sole and exclusive representative of all full-time, part 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	Principal Librarian
Archivist	Senior Account Clerk
Audio Visual Supervisor	Senior Clerk Stenographer
Audio Visual Technician	Senior Clerk Typist
Clerk Driver	Senior Data Control Clerk
Clerk Stenographer	Senior Librarian
Junior Librarian	Senior Library Assistant
Junior Library Assistant	Senior Maintenance Repairer*
Junior Library Clerk	(Low Pressure License)
Library Exhibit Artist	Supervising Account Clerk
Library Interne	Supervising Librarian**
Library Trainee	Supervising Library Assistant
Principal Clerk Stenographer	

Excluded from the bargaining unit are the titles of Assistant Director, Director and any other managerial executive positions as well as confidential employees.

*Through December 31, 1980

**The parties acknowledge that the Commission has the right, during the term of this Agreement, to file a Petition for Clarification of Unit with the Public Employment Relations Commission seeking the exclusion from the bargaining unit of the Supervising Librarian title.

Section 2: Job vacancies in the library will be posted as they occur on the Morris Council #6, N.J.C.S.A. Bulletin Board. If the Administration anticipates any new positions classifications which are to be included in the bargaining unit, Council #6 must be notified in advance so that salary schedules for these positions can be negotiated. The job titles listed above and said new positions which may be created must conform with those positions prescribed by the Civil Service Commission.

Section 3: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by Council #6 in the above-defined unit.

ARTICLE II: THE STAFF ASSOCIATION

The Chairman of the Council #6 Library Negotiating Committee or his designee shall be permitted approximately four hours each month, during which time he alone may conduct Council #6 business at his duty station.

ARTICLE III: WORKING HOURS

Section 1: A staff member's work week is 35 hours. A full time employee's work week is distributed evenly over a five (5) day period. An employee scheduled to work Saturday may take one (1) seven hour day off on any one (1) of the preceding five (5) days of that week only, with the approval of his Supervisor. No employee will be required to work more than one (1) Saturday in a three-week period, except in case of emergency, as determined by the Supervisor. No employee shall be required to work more than one (1) night per week, except in case of emergency as determined by the Supervisor.

Section 2: Each employee is entitled per work day to two (2) relief periods of 15 minutes duration. One of these "breaks" will be taken during each work session of three and one-half hours. Breaks will be taken so as not to interfere with work, especially in public areas. No staff member may leave the library grounds during working hours, including relief periods, except on approved library business, or for lunch or dinner.

Section 3: Whenever an employee leaves or is absent from the building, he should notify the Assistant Director, Supervising Librarian or the Principal Librarian in charge, stating the length of time he will be away. The Front Desk should also be informed. All staff members are required to be in the building and at work at 9:00 a.m. or 1:00 p.m., depending on their schedule, unless otherwise specified.

Section 4: The Saturday and nightly work schedule must be posted at least one (1) week prior to the effective date of the schedule. If a staff member wishes to arrange a change in an evening or a Saturday schedule, he is responsible for making these arrangements with another qualified staff member and for notifying the person in charge of scheduling of such arrangements.

Section 5: An employee Record Sheet must be distributed to each employee on January 2nd for the calendar year, and to a new employee on the day he commences work. Record sheets are collected periodically and checked four (4) times a year against staff attendance records.

Section 6: If the library is closed by an "Act of God" - such as fire, weather conditions, or national emergency - on a day an employee is not regularly scheduled to work, he is not entitled to compensatory time off.

ARTICLE IV: PERSONNEL EVALUATIONS

Section 1: After the end of the second month and before the end of the fourth month from the date of hire, and once a year thereafter, an employee will be evaluated by his immediate supervisor and himself. The supervisor and employee will then jointly discuss and sign the evaluation.

ARTICLE V: SALARY AND BENEFITS

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 hired prior to October 20, 1978. Employees hired after said date shall not be entitled to any further salary adjustment.
- (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: 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 VI: HOLIDAYS

Section 1: Employees shall be granted the following paid holidays:

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

In addition, at the discretion of the County, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: When any of the observed holidays fall on Sunday, the following Monday shall be the official holiday. When any of these observed holidays fall on Saturday, the immediately preceding Friday shall be the official holiday. (Full-time employees, who normally work every Saturday, are required to work the other four days of that week.)

Section 3: To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday, unless on authorized leave.

Section 4: 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 (1) day's compensatory time off for each such holiday worked.

Section 5: The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

Section 6: The County may change the observance of any one of the holidays enumerated under Section 1 above at its option at the time the annual holiday schedule is determined for a given year.

Section 7: The library is kept open through certain holidays on a volunteer basis for the convenience of the public. All persons assigned to public service departments, e.g.: Circulation Desk, Reference (including periodicals), Reader's Advisory, Children's and Film Services will have first priority for volunteer holidays, on a rotating basis. If a person forfeits his turn to

work, his next opportunity will be after all others eligible have been offered their opportunity. The rate of pay for volunteers is to be at "time on time" the employee's normal pay rate per hour for each employee involved.

ARTICLE VII: VACATIONS

Section 1: (a) Professional staff are granted an annual vacation of 24 days per annum calculated at the rate of two (2) days per month. Any employee must have four (4) months service in the County Library to qualify for vacation. During the 10th year of service in the County Library, a professional employee will be eligible for an additional five days of vacation. These additional five days may be taken any time during the 10th year. This additional amount of vacation time is afforded in the 10th year only. In the 11th year, through the 19th year of service, vacation time reverts to the 24 working days. During the 20th year of service in the County Library, a professional employee will be eligible for an additional five days of vacation. These additional days may be taken any time during the 20th year. ~~This additional amount of vacation is afforded in the 20th year only.~~ In the 21st year of service, allotted vacation time reverts to 24 days.

(b) Non-professional staff will be granted an annual vacation at the rate of 18 days per annum, or one and one-half days per month of service. Any employee must have four (4) months service in the County Library to qualify for vacation. During the 10th year of service in the County Library, a non-professional employee will be eligible for twenty-one (21) days of vacation beginning in the 10th year of service. From this time on vacation is earned at the rate of one and three quarters (1 3/4) days per month. During the 20th year of service in the County Library, and from this time on, a non-professional employee will be eligible for twenty-four (24) days vacation, calculated at the rate of two (2) days per month.

Section 2: (a) The number of months counted in computing the vacation allowance is from January 1, through and including December 31 of the same calendar year.

(b) Generally, vacation time should be scheduled in one increment of at least two (2) weeks or more. In any event, vacation time will not be allowed in increments of less than one-half day.

(c) When the major portion of an employee's earned vacation is to be taken June 1 to September 30, all requests must be cleared through the respective Department Heads and be submitted for such clearance by April 15.

(d) When the major portion of an employee's earned vacation is to be taken from October 1 to May 31, the request shall be submitted three (3) months in advance.

(e) Seniority of appointment and position are taken into consideration in determining when time will be taken.

(f) Persons may not add vacation days to more than three (3) holidays in one year. They then lose priority to take the same time the following year.

(g) The maximum amount of vacation allowance carried forward will not exceed one-half (1/2) of the annual vacation allowance of that year.

Section 3: (a) A staff request form must be submitted at least one week prior to effective date of the vacation and approved by the Department Head for any vacation time requested. For vacation leave in excess of five (5) days, requests must be submitted four (4) weeks prior to the beginning of the leave. When leave is approved, the Department Head will notify the person in charge of scheduling and the person recording attendance, who will then record the information on a staff vacation schedule, which will be posted on the Official Bulletin Board.

Section 4: Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis using the Schedule of Earned Vacation as set forth in Section 1(a) and (b), hereof. 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 VIII: 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: Allowance for Illness

(a) An employee having less than one year of service shall be allowed sick leave with full pay at the rate of one day, or 7 hours per month, for the first year of employment, totaling 84 hours annually, or 12 days sick leave with pay. *

(b) An employee having more than one year of service shall be allowed sick leave with full pay at the rate of 1 1/4 days or 8 3/4 hours, per month, totaling 105 hours sick leave with pay, or 15 days.*

(c) A doctor's certificate is required after any period of five (5) continuous sick leave days with pay.

(d) At the discretion of the Department Head and/or the Director, a doctor's certificate may be required whenever sick leave with pay has been taken on five or more separate occurrences during the calendar year.

(e) In the event of a prolonged sick leave in excess of an accumulation of ten (10) days, periodic doctor's certificates indicating the employee's inability to perform his duties must be required by the employee's supervisor.

(f) If any employee used less than the above specified number of days of sick leave with full pay allowed in any calendar year, such leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.*

Section 3: Extended Absence for Illness

Absence because of sickness or pregnancy is considered "sick leave with pay" to the extent that the employee has sick leave credits. If the sickness continues, after all sick leave credits have been used, and doctor's certificates are furnished by the employee at least once a month, the lost time is considered "sick leave without pay." During the period, the County will continue to pay the full amount for Blue Cross, Blue Shield and Major Medical charges for a period of six (6) months.

Section 4: Accrued Sick Leave Upon Retirement

Any employee who retires on or after January 1, 1979, shall be reimbursed for accumulated sick time based on the schedule below:

* This applies to full-time staff. Part-time employees' sick leave with pay is pro-rated according to their work week. Hourly employees are not eligible.

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 IX: OTHER LEAVES

Section 1: Leave of Absence Without Pay

(a) A request for leave of absence without pay for purposes of further education in an accredited library school, or for travel; is to be submitted to the Director in writing at least one (1) month before needed. Action may be expected at the subsequent Commission meeting and will depend upon the work performances of the employee and library needs...

(b) A permanent employee who wishes to study in order to increase his usefulness to the library, may be granted special leave of absence without pay, by the decision of the Commission, said leave not to exceed six (6) months, although it may be extended by special Commission action for an additional six (6) months.

(c) An employee must request a "leave of absence without pay" in writing, and a specific period must be indicated and be approved by the head of the Department prior to submission of the leave request. During such leave of absence without pay, the County shall not pay for Blue Cross, Blue Shield and Major Medical charges. If the employee wishes to keep these benefits in force with the County group, he may furnish checks for the necessary amounts as required.

Section 2: Personal Days

The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulated for use in another year. Requests for any and all personal days must be submitted for approval by the Director. Personal days may be used in no less than 1/2 day increments.

(a) For each death in the immediate family, an allowance of up to five days leave shall be granted for each occurrence. Immediate family shall include: husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, grandchild, or anyone making his or her home with the family, or anyone who actually stands in the position of a member of the immediate family to the employee.

(b) For each death of a Relative of the Second Degree, an allowance of one (1) day's leave shall be granted for each occurrence, i.e., uncle, aunt, niece, nephew, cousin or relative by marriage.

(c) One personal day may be granted upon request without stated reason.

(d) An allowance of up to a total of three (3) days leave during the calendar year, with prior approval by the Library Director for the following reasons:

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibit work).
2. Court subpoena.
3. Marriage of an employee.

(e) ~~A total of two (2) days leave during the calendar~~ year, with prior approval, for any of the following: *Only 1 day for any one thing.*

1. Moving
2. House closing
3. Graduation of son, daughter, or spouse from college.
4. To receive a degree
5. To take a special professional examination or Civil Service examination.
6. To enter son or daughter into his or her first year of college, provided a formal request is made to the Library Director at least one week prior to the day requested.

(f) Leave for 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 superior 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. The employee will endorse over to the Library the check received for Jury Duty and receive his regular full-pay for the period of Jury Duty.

ARTICLE X: HOSPITALIZATION AND MEDICAL
& SURGICAL INSURANCE

Hospital and Medical-Surgical Insurance, including major medical will be provided by the County of Morris for all employees subject to this Agreement at the expense of the County, within three (3) months of the date of employment. Dependent coverage for major medical is available for 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 County of Morris. Information is available to the employees upon request.

ARTICLE XI: 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 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 above entitled life insurance coverage becomes a paid-up policy equal to 3/16ths of the base pay of the employee 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 XII: LONGEVITY

Section 1: The Library shall pay longevity benefits to employees who have been continuously and actively in the employment of the library as follows:

<u>Years of Service</u>	<u>Percentage</u>
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: To be entitled to longevity, the employees must be a permanent employee. Any and all longevity shall accrue and be effective ninety (90) days after the date employee was hired. The method of payment is as follows: Once entitled to longevity, the employee shall continue receiving such longevity benefits as long as the employee continues in active employment with the Library. The right to longevity shall commence upon the first day, as provided above, and shall be payable together with the payments made every two weeks ordinarily to County employees in proportion to the entire amount of longevity pay to which the employee shall be entitled over the course of the year of entitlement.

Section 3: In the consideration of entitlement to longevity, no tacking on of previous periods of employment shall be permitted unless such period of service shall have been interrupted by a regular leave of absence or leave because of illness.

ARTICLE XIII: EMPLOYEE EXPENSES

Section 1: Meal Expense

(a) Morris County Library personnel whose assigned duties require them to be away from the library building up to and including the lunch hour shall be reimbursed at the rate of \$2.50 per luncheon. However, personnel who are so scheduled in advance to be away from the library building at a fixed location for an entire day shall not be eligible for reimbursement.

(b) If a staff member is required by his duties to attend a luncheon or dinner meeting, and the cost of this meal should exceed \$2.50, the staff member will be reimbursed for the cost of the meal.

Section 2: Mileage Expense

Reimbursement for mileage when a personal vehicle is used and approved for official business shall be at the rate of 15 cents per mile until such time as the rate may be changed by the Board of Chosen Freeholders of the County.

ARTICLE XIV: GRIEVANCE PROCEDURE

Section 1: A grievance is a complaint or dispute which

may arise between the parties involving the application, meaning or interpretation of this Agreement. Grievances shall be settled in the following manner:

Step One

The grievance shall be discussed with the employee involved, the Council No. 6 representative, and the immediate supervisor of the employee within five (5) calendar days of the occurrence thereof. A reply shall be given within five (5) calendar days of this discussion by the immediate supervisor.

Step Two

If the grievance is not settled through Step One (1), the same shall be reduced to writing by Council No. 6 and submitted within five (5) calendar days to the Department Head, or any person designated by the Department Head. Failure to submit the grievance in writing within the time provided shall constitute an abandonment of the grievance and preclude further processing of same. The answer to such grievance shall be made in writing, with a copy to Council No. 6 within five (5) calendar days.

Step Three

If the grievance is not settled at Step Two (2), Council No. 6 shall have the right to submit such grievance to the Library Director. The answer to such grievance shall be made in writing, with a copy to Council No. 6 within ten (10) calendar days.

Step Four

If the grievance is not settled at Step Three (3) Council No. 6 shall have the right to submit such grievance to the Library Commission. The answer to such grievance shall be made in writing, with a copy to Council No. 6 within ten (10) calendar days. If the grievance is not settled at Step Four (4), then the aggrieved shall have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act or he may seek a review of the determination of the Commission in his case through the institution of legal proceedings in a court of competent jurisdiction.

Section 2: The President of Council No. 6, or his authorized

representative, may report an impending grievance to the Library Director in an effort to forestall its occurrence.

Section 3: Nothing herein shall prevent any employee from presenting his own grievance, provided Council No. 6, may be present as observer at any hearing on the individual's grievance. Nothing herein shall prevent the aggrieved from withdrawing the grievance at any time.

Section 4: The Chairman of Council No. 6 Library Grievance Committee, or his designee, except in emergency, shall be allowed to devote up to one and one-half days of any work week to the settlement of grievances, provided the time spent in settlement of the grievance does not interrupt or impeded the orderly flow of work of the Library.

ARTICLE XV: EDUCATIONAL OPPORTUNITIES

A joint Education Committee will be established (said Committee to consist of one (1) member of the Library Commission and three (3) members of Council No. 6 and the Library Director) to present a suggested plan of action. This plan of action will set forth the opportunities to be afforded employees of the Library and will deal specifically with the necessary requirements, and restriction and specific amounts of money to be provided. This plan will then be presented to the Commission for its consideration and approval.

ARTICLE XVI: LIBRARY RIGHTS AND RESPONSIBILITIES

Section 1: In order to effectively administer the affairs of the Library and to properly service the public, the Morris County Library 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 prerogative include the following rights:

1. To manage and administer the affairs and operations of the Library;
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 Library Commission.

Section 2: The Library 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 County in the exercise of its rights, responsibilities and authority pursuant to the laws of this State and of the United States.

ARTICLE XVII: EXPANSION OF BENEFITS

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant major benefit improvements which normally would have uniform application among various groups of County employee or should voluntarily grant improved insurance benefits to any other group of County employees during the term of this Agreement, such benefits shall be granted on the same terms and conditions to employee covered by this Agreement without need for further negotiations. Improved insurance benefits shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like, but shall not include the prescription drug purchase program presently being provided to employees of Morris View which cannot by law, be extended to County employees who are employed other than to Morris View.

The foregoing clause shall not apply to any benefits directed to be given by an arbitrator in Police and Fire Interest Arbitration applying to County employee groups including employees of boards and commissions of Morris County.

ARTICLE XVIII: 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 negotiation between them. Except as otherwise stated herein, during the life of this Agreement, 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: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

ARTICLE XIX: 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 for years subsequent, it must, no later than August 31, 1980, give written notice of its intention and furnish a copy of its proposals to the other party. In the event no such notice and proposals are received by August 31, 1979, 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 hereto have executed this Agreement, the day and year first above written.

*A. Mangel (Chairman:
Negotiating Committee)*

ATTEST:

ATTEST:

Further, the provisions of this agreement shall not apply to any employee who has left the employ of the County of Morris 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 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 salary adjustment retroactively from January 1, 1978 to the employee's last date of employment.

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3.2 10/20/78

W.M.
K. M. 10/23/78