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A G R E E M E N T

Between:

MONMOUTH COUNTY

and

LOCAL 2284, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

(MEDICAL HOMES)

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JANUARY 1, 1976 through DECEMBER 31, 1977

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THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 1976, by and between THE COUNTY OF MONMOUTH, hereinafter referred to as the "Employer" and the LOCAL 2284, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding between the Employer and the Union.

PREAMBLE

This Agreement entered into by the Employer and the Union has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the sole and exclusive representative of the employees in the following job classifications in the John L. Montgomery Home and the Geraldine L. Thompson Medical Home for the purpose of establishing salaries, hours of work, and other conditions of employment:

Cook  
Senior Cook  
Senior Food Service Worker  
Food Service Worker  
Building Service Worker  
Hospital Attendant  
Senior Practical Nurses  
Practical Nurses  
Senior Hospital Attendant  
Building Maintenance Worker  
Maintenance Repairman  
Linen Room Attendant  
Environmental Therapy Aide

Unless the parties to this Agreement mutually agree to include other classifications in addition to these listed above, employees in the above classifications and no others shall have the right to be represented in this bargaining unit.

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Nursing Homes in all its various aspects. Among the rights retained by the Employer are its rights to direct the working forces; to plan, direct and control all the operations and services of the Nursing Home to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and sub-contract out services; to relieve employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment of facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

## ARTICLE III

### WORK RULES

The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. If an employee is requested to work a double shift, a fifteen (15) minute break is allowed prior to start of shift. Employees will be allowed a forty-five (45) minute lunch break.

ARTICLE IV

EQUAL TREATMENT

The Employer and Union agree that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of the Agreement shall be settled in the following manner:

Step 1:

The employee with or without the Union Steward, shall take up the grievance or dispute with the employee's immediate supervisor within (10)ten days of its occurrence or within ten (10) days of the time the employee should reasonably have knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2:

If the grievance has not been settled it shall be presented in writing by the Union Steward or the Union grievance committee member to the Administrator within seven (7) days after the supervisor's response is due. The Administrator shall respond to the Union Steward or grievance committee within three (3) working days.

Step 3:

If the grievance still remains unadjusted, it shall be presented

by the Union Steward, Union representative or grievance committee to the Welfare Director or his designee in writing within five (5) working days.

Step 4:

If the grievance is still unsettled, the Union may within fifteen (15) days, after the reply of the director is due, by written notice to the director, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and Union within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the N.J. State Board of Mediation shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Employer shall strike the first name; the Union shall then strike one name, etc., and the name remaining shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 2: The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by

the Union will be permitted to confer with Union Representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

Section 3: Representatives of the Union who are not employees of the Employer, will be permitted to visit the Medical Home during their working hours, for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall give twenty-four (24) hours notice.

#### ARTICLE VI

#### WORK SCHEDULE

Section 1: Where the nature of the work involved requires continuous operations on a twenty-four hours per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

Section 2: Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority. Such preferences will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less-senior employee.



## ARTICLE VII

### SENIORITY

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire. In the event that two employees commence their employment on the same date, their respective seniority shall be determined alphabetically. New employees shall be considered to be on probation for a period of ninety (90) days from the date of hire. During this period, the employee may be discharged at the will of the Medical Home and such discharge shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 2: In all cases of promotions, demotions, layoff, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided the employee has the ability to perform the work involved. The Employer agrees that where circumstances permit, day-to-day work assignments of employees will be made in such a manner as will provide senior employees with experience that will improve their ability to qualify for promotions in line with their seniority. In the event of layoff, the Union President, Union Secretary and the Shop Stewards shall be the last to be laid off and the first to be recalled after layoff.

Section 3: The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the Union upon request.

Section 4: The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

## ARTICLE VIII

### SALARY

Section 1: Effective January 1, 1976, the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1975, shall receive, in addition to their salary rate as of December 31, 1975, an increase for the year 1976 of \$500.00.

Section 2: Effective January 1, 1977, the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1976, shall receive, in addition to their salary rate as of December 31, 1976, an increase for the year 1977 of \$500.00.

Section 3: It is recognized that the above salary adjustments are in lieu of any other salary increment for the years 1976 and 1977, except that the Union reserves and is granted the right to discuss longevity payment for the year 1977.

Section 4: Promotions or Re-classification. When an employee is promoted or reclassified from one class or title to another having a higher salary range, then his salary shall be adjusted to the next increment step in the higher range which he enjoyed in the range from which he was promoted. An employee shall be paid the rate of pay for his own classification when performing work of a lower classification.

Section 5: Performing Work in Higher Paid Classification. An employee who performs work in a higher paid classification will be paid the higher classification rate, when performing those duties. An employee can be worked in a higher classification, at no increase in pay, for a reasonable time. Reasonable time being fifteen (15) days.

Section 6: Pay Ranges Not to be Reduced. During the term of this Agreement, the pay scale ranges will not be reduced unless by mutual consent of both parties.

#### ARTICLE IX

##### OVERTIME

Section 1: Time and one half the employee's regular hourly rate of pay shall be paid for work under the following conditions:

All work performed in excess of seven and one half (7 1/2) hours in any one day, or 37 1/2 hours in any one work week.

Section 2: Overtime work will be distributed as equally as possible among employees within the same classification.

#### ARTICLE X

##### EMERGENCY OVERTIME

When the Employer declares there is an emergency situation, such as a hurricane or some other Act of God, and calls an employee to perform such emergency work outside of his normal working hours, the employee will be compensated at time and one half for such time that he worked. As a result of such an emergency, employees unable to

report for duty shall be excused without penalty. Employee who works two (2) consecutive shifts shall be given lunch provided by Employer.

#### ARTICLE XI

##### WEATHER EMERGENCY

In situations where the Monmouth County Board of Chosen Frecholders declares a day off for inclement weather for non-emergency employees, it is understood that the John L. Montgomery Home and the Geraldine L. Thompson Medical Home will remain in operation. Thus, employees who are scheduled and are able to work will receive an additional day off at a future date at a straight time rate to be scheduled at the discretion of the Administrator. For those employees who are unable to work because of such weather conditions, a vacation, sick, compensatory or administrative day will be charged at the employees discretion.

#### ARTICLE XII

##### CALL-IN-TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlaps, he shall be paid time and one half for the first two hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1: A uniform allowance for full-time, active employees shall be provided for in the year 1976 and 1977 to all employees who shall have served on full-time, active duty for a period of not less than six months. The Administrator of the institution shall certify, in writing, to the Department of Finance, County of Monmouth, the names of those employees eligible to receive the uniform allowance.

Section 2: The uniform allowance that shall be provided is as follows:

(A) For those employees with two years or more of service as of January 1, 1976, the uniform allowance payment will be \$150.00 payable on or before June 30, 1976.

(B) For those employees with less than two years of service the uniform allowance payment will be made as follows:

(1) \$75.00 on or before June 30, 1976; and

(2) \$75.00 on or before December 31, 1976.

(C) For those employees with two years or more of service as of January 1, 1977, the uniform allowance payment will be \$150.00 payable on or before June 30, 1977.

(B) For those employees with less than two years of service the uniform allowance payment will be made as follows:

(1) \$75.00 on or before June 30, 1977; and

(2) \$75.00 on or before December 31, 1977.

Section 3: A uniform allowance for all part-time employees will be based on a pro-rata basis.

ARTICLE XIV

PAID LEAVES

Employees in the service of the Employer shall be entitled to the following leave of absence with pay:

(A) One working day sick leave with pay for each month of service from the date of appointment up to and including December 31st next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed.

(B) If an employee is absent for three consecutive days (working days) for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate and charged against sick time.

(C) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate supervisor, by telephone or personal message at least one hour before the beginning time of the employee's shift, except in case of emergency.

(D) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health.

(E) Three (3) administrative days with pay will be granted to employees at the John L. Montgomery Medical Home and Geraldine L. Thompson Medical Home subject to the following:

(1) Application for administrative leave days shall be made at least five (5) days in advance unless in case of emergencies subject to approval of employee's immediate supervisor and administrator or her designee. No specific reason for the request will be required.

(2) Leaves must be used within the calendar year and shall not be accumulative from year to year.

(3) Administrative leave shall not be granted at the beginning or end of a vacation, paid holiday, except in cases of emergency.

#### ARTICLE XV

##### UNPAID LEAVES

Leaves of absence for a limited period -- shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

#### ARTICLE XVI

##### UNUSED SICK LEAVE

It is agreed that employees shall receive unused sick leave pay in accordance with a resolution adopted by employer at a public meeting on April 15, 1975, which resolution is attached hereto and made a part hereof.

#### ARTICLE XVII

##### JURY DUTY

Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between the jury duty compensation they receive and their regular wages for each day of jury service. Any compensation received by employee while receiving full pay from the County while on jury duty, shall be endorsed by employee for the County Treasurer.

ARTICLE XVIII

UNION BUSINESS

Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed two years, but it shall be renewed or extended for a similar period upon the request of the Union. The request for renewal or extension shall be requested by the Union every six months.

ARTICLE XIX

EDUCATIONAL LEAVES

After completing one year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one year, but it shall be extended or renewed at the request of the employee. One year leave of absence (with any requested extension for educational purposes) shall not be provided more than once every three years. The purpose of educational leave is to improve or up-grade the employees skills or professional ability related to their County position. Employees shall also be granted leaves of absence for educational purposes not to exceed one month in any calendar year- to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or up-grade the individual's skill or professional ability, relevant to their County positions. Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, or other employee rights, privileges or benefits.



ARTICLE XX

MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three weeks. Any employee who entered into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XXI

FAMILY DEATH

In case of death in the immediate family of any employee, time off with straight time pay will be allowed up to a maximum of three scheduled work days charged against annual sick leave. "Members of the immediate family" means spouse, parents of employees or spouse, child, sister or brother and any relative living in the employee's immediate household, subject to verification if requested.

ARTICLE XXII

MATERNITY

Women employees who are permanent and have completed their working test period, may request that earned and accumulative sick leave be granted during the time period to the expected date of

confinement (date of delivery) and for one month after the actual date of confinement. This request must be accompanied by a doctor's certificate and is also dependent on approval by the departmental authorities. Additional time beyond the one month period after confinement may be granted provided the doctor's certificate sets forth the details of the condition requiring the additional leave.

#### ARTICLE XXIII

##### HOLIDAYS

The following days are recognized paid holidays:

New Years Day	Easter Sunday
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Presidential Election
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Employees who are scheduled to work on the holidays listed above in this Agreement, are to be paid at a rate of time and one-half, plus regular days wages. In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regular scheduled work day before and after the holiday, unless excused. Any other holidays granted to other County employees by resolution of the Board of Chosen Freeholders, The Governor of New Jersey, or President of the United States shall also be granted.

#### ARTICLE XXIV

##### VACATIONS

Section 1: One working day for each months worked during the first calendar year of employment.

Section 2: Twelve working days per year after the first calendar year of employment up to and including five years of service.

Section 3: Fifteen working days per year beyond five and up to and including twelve years.

Section 4: Twenty working days per year beyond thirteen and up to and including twenty years.

Section 5: After twenty years of employment, twenty-five working days per year.

Section 6: For purposes of convenience, it is agreed that an employee who is employed for more than six months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave; an employee with six months or less service during his first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 7: Part-time employees receive vacation leave on a pro-rata basis; i.e., employees on half-time service, after the first calendar year, receive six working days vacation per calendar year, etc. "Part-time employees" are defined for purposes of these benefits as employees who work less than the regularly scheduled work week, but 20 or more hours in the week.

Section 8: All vacation monies to be paid to employees on last week prior to vacation.

#### ARTICLE XXV

#### INSURANCE

Section 1: Present insurance to be continued for duration of this agreement unless any other group of employees under direct control of the Board of Chosen Freeholders receives health benefits, such as dental, prescription and/or optical insurance, in which event this

this contract will include such benefits.

Section 2: The Union reserves and is granted the right to discuss a dental plan, drug prescription plan and/or optical plan for the contract year 1977.

#### ARTICLE XXVI

##### WORKMEN'S COMPENSATION

When an employee is injured while on duty, he will receive workmen's compensation of two-thirds of his salary, plus one-third from the County for a period of eight (8) weeks with no loss of sick time. Should the employee still be disabled after the eight (8) weeks and has accumulated sick leave, the County will continue to pay him the one-third and will charge time against sick leave based on one-third, i.e., every three days paid by the County will be charged as only one sick day. Should the employee not have any accumulated sick leave at the end of eight (8) weeks, he will receive workmen's compensation only.

#### ARTICLE XXVII

##### SAFETY AND HEALTH

The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. The Employer and the Union shall each designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee representing

the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for period not to exceed one (1) hour per day, unless additional time is authorized by the Administrator, or the Employer.

#### ARTICLE XXVIII

##### GENERAL PROVISIONS

Section 1: Bulletin Boards. The Employer will make available one enclosed bulletin board for the posting of official Union notices at each of the following locations, and the Union will limit the posting of Union notices to such bulletin boards.

John L. Montgomery Medical Home -- In the basement entry, where the majority of employees report for duty.

Geraldine L. Thompson Medical Home -- On first floor, in the dining room.

Section 2: Severability. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decisions, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 3: Discussions. It is agreed that representatives of the Employer and representatives of the Union may meet from time to

time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

ARTICLE XXIX

UNION SECURITY

The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes. The Union will notify the employer, in writing, at least 30 days in advance of any change in dues structure.

ARTICLE XXX

CLASSIFICATION AND JOB DESCRIPTIONS

The classification and job descriptions, for employees covered by this agreement, are attached hereto as Appendix "A" and by reference are made a part of this Agreement.

ARTICLE XXXI

NO STRIKE, ETC.

Section 1: In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor

will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein and the Employer shall not cause any lockout.

Section 2: If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County of Monmouth County or the Superior Court, Law Division, Monmouth County.

#### ARTICLE XXXII

#### TERMINATION

Section 1: This Agreement shall be effective as of January 1, 1976 and shall remain in full force and effect until the 31st day of December, 1977. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

Section 2: In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the coming Section.

Section 3: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination dated which

shall be before the anniversary date set forth in the preceding Section.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal at Freehold, Monmouth County, New Jersey, on this \_\_\_\_ day of \_\_\_\_\_, 1976.

LOCAL 2284, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BY: Carter Steger

ATTEST:  
\_\_\_\_\_

COUNTY OF MONMOUTH

BY: James W. Puskas Jr.

ATTEST: [Signature]



RESOLUTION AUTHORIZING SUPPLEMENTAL PAYMENTS  
CONCERNING UNUSED ACCUMULATIVE SICK LEAVE FOR  
RETIRING EMPLOYEES

Mr. Kramer, for Director Gumbs, offered the following resolution and moved its adoption:

WHEREAS, employees of the County of Monmouth are entitled to sick leave days each year which days may be accumulative from year to year; and

WHEREAS, there are a number of conscientious employees in Monmouth County Government who have not used all their sick leave and it is felt that it is in the best interest of the County of Monmouth and the employees that such employees receive supplemental compensation at the time of their retirement or death.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that any employee in the classified service of the County and each County employee not in the classified service who has been granted sick leave under terms and conditions similar to classified employees shall be entitled upon retirement from recognized public employee's retirement system to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the employment records and certified by the appointing authority on the effective date

of his retirement or death.

BE IT FURTHER RESOLVED that an employee who elects a deferred retirement benefit shall not be eligible for the supplemental compensation payment provided under this resolution.

BE IT FURTHER RESOLVED that the supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement or death, provided however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

BE IT FURTHER RESOLVED that upon application made by an employee or representative in case of death, his appointing authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.

BE IT FURTHER RESOLVED that the lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retiree employee under any other statute.

BE IT FURTHER RESOLVED that an employee who has incurred or shall incur a break in service as a result of separation due

to layoff shall be credited with sick leave accrued both before separation and after return to employment regardless of whether such separation occurred prior to the effective date of this resolution. An employee incurring a break in service for any other type of separation on and after the effective date of this resolution shall have his sick leave computed only from the date of return to employment.

BE IT FURTHER RESOLVED that in the event of an employee's death the payment shall be made to his estate.

BE IT FURTHER RESOLVED that the Clerk of the Board, County Treasurer and County Administrator shall jointly prepare and submit to this Board proposed rules and regulations to implement this resolution, including but not limited to the procedure for application and for payment of such supplemental compensation and establishment of a special account for payment of such supplemental compensation.

BE IT FURTHER RESOLVED that this resolution supplements and clarifies the prior resolutions on this subject that the Board adopted October 1, 1974 and December 27, 1974 and anything in said resolutions that is inconsistent with this resolution is superceded, vacated and set aside.

Seconded by Mr. Lynch and adopted on roll call by the

following vote:

Messrs.	Yes	No	Abstain
Larrison	( )	( )	( ) (Absen
Kavalek	(x)	( )	( )
Lynch	(x)	( )	( )
Kramer	(x)	( )	( )
Gumbs	(x)	( )	( )

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