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C O N T R A C T

Between

MONMOUTH COUNTY WELFARE BOARD
MONMOUTH COUNTY, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO

Local 1087

1977-1978

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P R E A M B L E

This Agreement entered into by the Monmouth County Welfare Board, hereinafter referred to as the "Employer", and the Communication Workers of America, AFL-CIO, hereinafter referred to as "CWA", has as its purpose the promotion of harmonious relations between the Employer and the CWA, 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. All the terms and conditions of this Agreement are to become effective January 1, 1978 unless specifically agreed otherwise.

1. RECOGNITION

The Employer recognizes the CWA as the sole representative of the employees in the following unit:

All employees employed by the Monmouth County Welfare Board, Assistance Program, excluding managerial executives and supervisors within the meaning of the act; i.e., the Director, Deputy Director, Counsel, Associate Counsel, Legal Assistant, Administrative Supervisors, Director of Research, Project Administrators, Assistant Administrative Supervisors, Fiscal Officer, Personnel Officer, Personnel Assistant, Personnel Aide, Chief Clerk, Persons used as Recorder of Board Minutes, Management Specialist, Data Processing Coordinator, Secretaries to Director, Deputy Director and Counsel.

2. SALARIES

All employees in the bargaining unit were paid in the calendar year 1977 as indicated in the schedule attached hereto designated as Appendix A, and will be paid in the calendar year 1978 as indicated in the schedule attached hereto designated as Appendix B. The salaries in Appendix B are to be effective January 1, 1978, and are to be adjusted step-to-step. Annual increments will be given on a quarterly basis, on each employees anniversary date, in accordance with the provisions of Ruling 11.

A. Anniversary Date

1. All employees hired before July 1, 1972 will have an anniversary date of July 1 for each succeeding year unless changed by promotion as hereinafter described.

2. All employees hired July 1, 1972 or thereafter, will have their anniversary computed as follows: Employees hired July 1 through September 30 have an anniversary date of October 1 of the following year; employees hired from October 1 through December 31 will have an anniversary date of January 1 of the second year following date of hire; employees hired from January 1 through March 31 will have an anniversary date of April 1 of the following year; and employees hired from April 1 through June 30 will have an anniversary date of July 1 of the following year, in accordance with the provisions of Ruling 11.

3. Any employee who receives a promotion wherein said employee receives at least a two-step increase on their old range, will automatically have their anniversary date changed from the hiring date as heretofore agreed to their promotion date. This new anniversary date will be computed in the same manner as though the employee was hired on their promotion date.

B. Promotions

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

C. Demotions

If any employee is subsequently appointed to another title with a lower salary, the employee's salary will be reconstructed on the basis of the employee's previous employment record in accordance with Ruling 11.

3. AGENCY OR UNION SHOP

If legislation makes Agency or Union Shop mandatory, it is agreed that the parties hereto will meet within 30 days to negotiate implementation of such legislation making Agency or Union Shop mandatory. If legislation makes Agency or Union Shop permissible, it will be subject to negotiation in the succeeding contract.

4. UNION DUES

Employer agrees to deduct from the pay of each employee monthly who furnishes a written authorization for such deduction in a form acceptable to Employer, the amount of monthly Union Dues. Dues shall be \$5.00 per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall

be remitted by the Employer to the CWA c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 "K" Street N.W., Washington, D.C. 20006, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

The CWA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of provisions of this Article.

5. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A mis-interpretation or mis-application of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance"; or

2. Inequitable, improper, unjust application or mis-interpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

The grievant shall institute action under the provisions hereof in writing, signed and delivered to his immediate

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2. Inequitable, improper, unjust application or mis-interpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

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The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

The grievant shall institute action under the provisions hereof in writing, signed and delivered to his immediate

Supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after s/he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The Supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

Step 2

If the grievant is dissatisfied with the Supervisor's decision s/he must petition his/her Administrative Supervisor within two (2) working days and the Administrative Supervisor will render a decision within ten (10) working days.

Step 3

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.

b. The Director of Welfare, or his designee, shall render his decision, in writing, within ten (10) working days after the receipt of the complaint.

Step 4

a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five

(5) working days, submit to the Board a statement, in writing, and signed as to the issues in dispute. In the event the grievant files his/her statement with the Board at least ten (10) working days prior to a Board Meeting, the matter shall be placed on the agenda for that Board Meeting. Statements filed less than ten (10) working days before a Board Meeting may be heard by the Board at the meeting or, at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision, in writing, within twenty (20) working days after the Board Meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

b. The grievant may be represented by the Local Union Officer and/or the Chief Shop Steward. The International Union Representative may be present. A minority organization shall not present or process grievances.

Step 5

a. Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion or assignment or matters within the exclusive province

of Civil Service, may be appealed to arbitration only by the International Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Board's written decision.

b. Nothing in this Agreement shall be construed as compelling the International Union to submit a grievance to arbitration or to represent an employee before Civil Service. The International Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the International Union.

c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. The arbitrator shall be selected from the members of a panel maintained by the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, and shall be designated on a case-by-case basis.

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

f. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

g. The arbitrator may prescribe an appropriate back pay remedy when s/he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that s/he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. S/he shall confine him/herself to the precise issue submitted for arbitration and shall have no

authority to determine any other issues not so submitted to him/her, nor shall s/he submit observations or declarations of opinions which are not essential in reaching the determination.

i. The costs of the services of the arbitrator shall be borne equally by the Board and the International Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

j. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

k. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision, in writing, within thirty (30) days after the close of the hearing.

l. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

6. LEAVE FOR FULL-TIME EMPLOYEES

A. Vacation leave will be granted as follows, effective January 1, 1977:

1. During the first five years of employment - one (1) working day per month (twelve (12) days per year), except those

persons employed prior to January 1, 1975 shall have fifteen (15) working days per year from the third (3rd) year of employment through the fifth (5th) year of employment.

2. After five (5) years of employment through the twelfth (12th) year - one and one-quarter (1 $\frac{1}{4}$) days per month (fifteen (15) days per year).

3. After twelve (12) years of employment through the twentieth (20th) year - twenty (20) working days per year.

4. After twentieth (20th) year of employment onward twenty-five (25) working days per year.

5. Any employee who desires to be paid his/her salary prior to going on vacation shall file a written request with the Personnel Department at least fifteen (15) working days in advance so payment may be accomplished.

Vacation allowances must be taken during the current calendar year, at such time as permitted or directed by the appointing authority, unless it has been determined that it cannot be taken in accordance with the regulations of the Department of Civil Service. Any unused vacation may be carried forward into the next succeeding year only.

B. Holidays

The following days are paid holidays:

New Year's Day
Martin Luther King's Birthday
Abraham Lincoln's Birthday
George Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Christmas Day

When any one of the aforementioned holidays falls on a Sunday, it will be celebrated on the following Monday; additional holidays as established from time-to-time by gubernatorial proclamations; additional days which may be established by appropriate authority by rule, proclamation or order in a given locality as holidays for public employees in that locality.

C. Sick Leave

Sick leave will be granted as follows:

1. All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the remainder of the first (1st) calendar year of employment, thereafter fifteen (15) days per year. This is cumulative.

2. When an employee becomes ill while on his/her assigned work shift and s/he cannot continue his/her work because of the illness, s/he shall be compensated for a minimum of one-half ($\frac{1}{2}$) day except that if s/he has worked four (4) or more hours, s/he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by appropriate supervisory or medical personnel when available. This provision is to become effective when this Agreement is approved by the State Division of Public Welfare.

D. Maternity Leave

Female employees may request that earned sick leave be granted during the time prior to the expected date of confinement, and for one month after the actual date of delivery. This must be accompanied by a doctor's certificate and notice to the

Personnel Department. Time after delivery shall be granted provided the doctor's certificate sets forth the details of the condition requiring the additional leave without pay up to a maximum of one year.

E. Administrative Leave

Providing reasonable notice is given to the employer, each full-time employee will be entitled to take three (3) Administrative Leave days during the calendar year subject to the discretion of the Welfare Director. During the first calendar year of employment, a new full-time employee will earn one-half ($\frac{1}{2}$) day of Administrative Leave per month, after the completion of one (1) calendar month of employment, up to a maximum of three (3) days. Administrative Leave days shall not accrue from year to year.

F. Bereavement

Employees shall be given a total of three (3) bereavement days, per calendar year, for a death in immediate family. Immediate family is designated as a spouse, child, foster child, parent, brother, sister, or relatives living in the employees household.

G. Other Types of Leave

Leaves without pay may be granted, at the discretion of the Employer, to permanent employees for any reason deemed appropriate by the Employer but not in excess of six (6) months, in accordance with Ruling 11; and after six (6) months may renew subject to approval by the Division of Public Welfare and the Department of Civil Service.

Temporary employees may be granted authorized leave of absence without pay for a maximum period of fifteen (15) days for reasons deemed appropriate by the Employer, and such leave may not be consecutively renewed or extended in accordance with Civil Service procedure.

In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and terminating of the leave, shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval of the Employer.

Employees granted leave of absence without pay shall not earn annual sick leave or vacation leave credits while on said leave of absence without pay.

H. Retirement

Effective January 1, 1975, any employee in the classified service of the Monmouth County Welfare Board and each Monmouth County Welfare Board 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/her on the employment records and certified by the employer on the effective day of his/her retirement.

An employee who elects a deferred retirement benefit shall not be eligible for the supplemental compensation payment provided

under this resolution. (Definition of Deferred Retirement Benefits is attached hereto.)

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/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

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.

In the event of an employee's death within one year after effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate.

7. AUTOMOBILE EXPENSE

A. The parties agree that each employee who is authorized and required to use his/her personal automobile for Employer's business shall be paid automobile business insurance of \$10.00 per month, providing employee shows proof of coverage; and \$.14 per mile. These amounts are to be paid after the filing of a monthly voucher, and is effective January 1, 1977.

B. County Welfare Board employees will not be required to transport minor children in their personal automobiles. An agency car will be provided for this purpose.

8. WORK WEEK

All full-time employees agree to work a 35 hour work week, Monday through Friday. The Employer agrees to pay time and one-half for all overtime. Overtime is defined as all work performed after a thirty-five (35) hour work week. All overtime must be authorized by management.

9. UNIFORMS

The Employer will provide uniforms, when required, for Home Service Aides, not to exceed four (4) per year.

10. MEDICAL BENEFITS

A. The present health and medical insurance will be continued. The Employer will pay full premium for Employees and family coverage (N.J. Blue Cross and Blue Shield and Major Medical Plan), including those employees receiving benefits under the Income Protection Plan.

Employer agrees to maintain at least the same benefits as are now present in the current Income Protection Plan as revised on October 1, 1973.

B. Upon a standard authorized written notification by the employee to deduct premiums from his/her salary, the Board will make periodic payroll deductions for the payment of the Dental Insurance Plan which is designated to the Board by the Union.

Re: Item 10 Medical Benefit

MONMOUTH COUNTY WELFARE BOARD

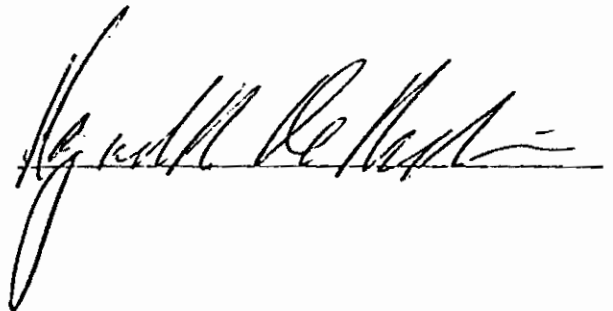
Memo to: Gail Sutton, Personnel
From: Mr. DeRidder, Legal
Date: September 5, 1978
Subject: Medical Premium Benefits For Persons
Under the Income Protection Plan

Attached hereto, kindly find a copy of an Agreement, duly executed by Louis Armour, Director of Welfare and Jean Fawcett, CWA International Representative, which provides that the Welfare Board will pay the premiums for Blue Cross/Blue Shield coverage for those employees receiving benefits under the Income Protection Plan, effective June 22, 1978. June 22nd was the date Mr. Riti approved the contract between the CWA and the Monmouth County Welfare Board. I assume that the practical effective date, because of the method in which premiums are paid, would be July 1, 1978, but I leave that to your discretion.

Item 10 of the contract provides that the premiums should be paid not only for Blue Cross/Blue Shield but also for the Major Medical Plan and the Prescription Plan; the latter two items having been inadvertently omitted from the attached Agreement.

Kindly take this memorandum as your authority to pay premiums for those employees currently receiving benefits under the Income Protection Plan, as outlined above.

RBDeR/eo
Att.
cc: Jean Fawcett
CWA



M. C. W. B.

OCT 6 - 1978

LEGAL

RE: 1977-1978 CONTRACT BETWEEN
MONMOUTH COUNTY WELFARE BOARD
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

It is mutually agreed by the parties hereto that the Employer will pay the Blue Cross/Blue Shield premiums for those employees receiving benefits under the Income Protection Plan, and that said payment is to commence the date the State Division of Public Welfare approves the above entitled contract, to wit June 22, 1978.

MONMOUTH COUNTY WELFARE BOARD

BY: *Louis Armour*
Louis Armour, Director of Welfare

COMMUNICATIONS WORKERS OF AMERICA

BY: *Jean Fawcett*
Jean Fawcett, International
Representative

C. The Board agrees to continue the Drug Prescription Plan Program currently in effect, including those employees receiving benefits under the Income Protection Plan.

D. Employer agrees to maintain an employees sick room in the Board's principal office, and at the Outreach Offices located at Keansburg, Long Branch, and Asbury Park.

E. The employer agrees to institute a TB testing program and to provide Sickle Cell Anemia testing on a voluntary basis at a time or times scheduled by management.

F. The benefits of this article in relation to part time employees is subject to a written State Attorney General's decision. Pending said opinion, present policy will continue.

11. EDUCATION

A. The Employer shall continue the program currently in effect of providing living allowance and tuition stipends for employees accepted to an accredited graduate school, in accordance with Ruling 11.

B. Intensive Training Program for all New Employees

1. Current practice in the area of social work training will be continued.

2. The Employer agrees that there will be an orientation period to properly train all new clerical employees hired.

3. The Employer agrees that training and staff development shall be continuous and ongoing for all the titles covered by the contract. Moreover, the Employer agrees that training is necessarily a continuous activity within the social work process. Therefore, the Employer agrees to offer in-service training to employees, during normal working hours, if possible, either through the training supervisor, or Rutgers University Graduate School of Social Work, the choice to be at the Employer's discretion.

4. Supervisory personnel may make recommendations to the Employer suggesting representatives from appropriate social service or community agencies for in-service training at nominal or no cost to the Employer and if the Employer agrees, it shall establish schedules for such meetings.

5. Time will be allocated at training sessions of all new employees for an authorized CWA representative to explain the contents and benefits of the CWA negotiated Agreement and to discuss the benefits of the CWA affiliation, not to exceed one-half ($\frac{1}{2}$) hour.

12. SENIORITY CONSIDERATIONS

All initial job openings, for both bargaining and non-bargaining unit, shall be posted on all official bulletin boards for a period of five (5) working days. Initial is defined as: a newly created position; a vacancy which occurs through leave of absence, resignation, termination, or promotion. All subsequent vacancies which occur from the initial job opening can be applied for through the Personnel Department. The CWA President shall receive a copy of all notices, and selections.

Seniority is defined as continuous unbroken service (which includes official sick leave and/or approved educational leave) with the Employer, in a given title, and will be given consideration by the Employer, with respect to promotions. Seniority shall be the controlling factor with respect to vacation time, layoffs and recall rights, subject to Civil Service rules and regulations.

The Employer will fill job openings from certified Civil Service lists, and in the event there are no lists, by promoting employees from the next lower rated job title who possess the requirements enunciated by Civil Service law subject to subsequent certification by Civil Service, and in the event no employee qualifies, by hiring from without the agency. Employees considered will be notified of Personnel's decision within five (5) days of making the provisional appointment.

If there are two or more persons with equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.

All promotions and promotional policies are subject to the New Jersey Civil Service Law, Rules and Regulations.

13. TRANSFER AND REASSIGNMENT

Management has the right to transfer and reassign employees but shall be guided in doing so by the following considerations:

A. Definitions

For the purpose of this paragraph, the following definitions will be utilized:

1. Transfer - the physical movement of personnel from one division within the agency to a separate division within the agency.

2. Reassignment - the physical movement of an employee from one job within a division to another job within the division.

3. Division - a unit within the agency supervised by an Administrative Supervisor.

4. Competency - a judgment of an employee based upon said employee's efficiency, job performance and attendance record.

5. Seniority - the time a person has served within the agency from that person's date of hire.

6. Hardship - a term that refers to an employee's transportation, or unusual personal or family considerations.

B. The opportunity for a transfer from one division to another shall be offered to all staff on a voluntary basis, as the need arises, and said job opportunity shall be posted in accordance with Section 12 of this contract. The decision as to which employee shall be transferred from division to division shall be based on the factors of competency, seniority, and hardship.

C. The opportunity for reassignment from one unit to another within a division shall be made by the Administrative Supervisor of said division; however, the decision of who shall be reassigned shall be based on the factors of competency, seniority, and hardship.

D. In the case of a transfer from one division to another, the employee will be given five (5) days notice by the Personnel Department of the Employer's decision to transfer said employee. In the case of reassignment, the employee will be given five (5) days notice by the Administrative Supervisor of the Employer's decision to reassign said employee

E. In all cases of proposed transfer or reassignment, a personal conference with either the Personnel Department, or

the Administrative Supervisor or his/her designee, will be scheduled with the employee to advise said employee of the pending transfer or reassignment of said employee.

F. For the purpose of this paragraph only, an employee may appeal the decision of transfer or reassignment through the normal grievance procedure, except that said employee shall notify the Director, in writing, of said employees complaint within two (2) days of being notified of said transfer or reassignment, and the Director, or his designee, shall forthwith hear the grievance and render his decision within two (2) days of hearing said grievance.

G. In the event of a decision adverse to the employee, and the employee elects to pursue his/her rights under the grievance procedure as outlined in Paragraph 5 of this contract, by appealing the Director's decision, the said transfer or reassignment shall take effect while the grievance is in progress, after the five (5) day notification period.

H. In the event the employee's position is upheld by some authority as outlined in the grievance procedure in Paragraph 5 of this contract, then said employee shall be reinstated in the job the employee first held, if at all possible; if not, to a job as nearly similar as possible under the circumstances.

14. TEMPORARY ASSIGNMENTS

In the event an employee is assigned to perform work in a job title superior to his/her present title for a period

exceeding ten (10) consecutive working days, said employee will be paid on the same basis as though said employee was permanently promoted to said job title. If said assignment exceeds five (5) days, the Personnel Department will be notified by the employee's supervisor. If an employee has worked said ten (10) day period in a superior job title, said pay will be effective the first day of employee's assignment.

15. EDUCATIONAL LEAVE COMMITTEE

There shall be an Educational Leave Committee pursuant to Ruling 11, Section III (a).

16. STANDARD WORKING AREA

The employer recognizes the standard of a minimum of 100 gross square feet of working area for each employee and shall attempt to redesign those areas of work not in conformity with this standard.

17. WORKMEN'S COMPENSATION CLAUSE

An employee who is absent from the job as a result of an on-the-job accident or injury, and has filed a workmen's compensation accident report shall receive his/her salary and sick leave according to the provision of N.J.S.A., Title 34, Chapter 15, Article 5, Revised Statutes.

18. EARLY CLOSING FOR INCLEMENT WEATHER

In the event of inclement weather, employees may leave their area of work early at the Director's discretion.

19. JOB SECURITY

A. Replacement efforts shall begin immediately, by the Personnel Department, upon worker's notification of intent to leave. Replacement of employees shall be consistent with needs of Employer.

B. The Employer agrees to give preference for promotion to the maximum extent possible in accordance with Civil Service Rules and Regulations to all employees who qualify and who are presently employed by the Employer, with permanent status in such classification or in an equivalent classification carrying an equal salary range.

C. Hiring in the higher title will be in accordance with Civil Service Rules and Regulations and will be given to current employees who appear on the appropriate Civil Service lists.

20. WORK RULES

The Employer shall establish, in writing, reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

21. EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or legal union activities.

22. MANAGEMENT RIGHTS CLAUSE

A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey.

C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

D. The Board retains the responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

23. LONGEVITY

If the County of Monmouth adopts a longevity plan for its employees, the Board agrees to re-open negotiations on such longevity plan, within thirty (30) days of receipt of a written request for such negotiations, from the union.

24. NOTICE OF ACCRUED SICK LEAVE
AND VACATION TIME

Each employee shall receive a statement, within five (5) working days, as to the amount of his/her accrued sick leave and vacation time which s/he has allocated to him/her, upon employees written request to the Personnel Department.

25. CLIENT-EMPLOYEE RECORDS

Because of the confidential nature of client-employee records, they are to be kept in a separate file under lock and key accessible only to authorized personnel.

26. EMERGENCY STAND-BY TIME

Those employees designated for emergency stand-by duty shall earn two (2) hours per evening during normal work week and four (4) hours for holidays and weekends.

27. FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that the terms and conditions of employment shall not be changed during the life of this Agreement.

28. SAVINGS CLAUSE

If any provisions of this Agreement should be held

invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

29. JOB CLASSIFICATION

It is mutually agreed that all job descriptions, of those in the bargaining unit, are as shown in Civil Service Job Specifications which are attached hereto.

Management reserves the right to create new job titles subject to approval by the Division of Public Welfare and the Civil Service Commission; however, before said job titles are created, notice will be given and opportunity to discuss said titles will be afforded to the CWA, all in accordance with Civil Service procedures.

30. RENEWAL CLAUSE

This Agreement shall be effective as of the first day of January, 1978 and shall remain in full force and effect until the 31st day of December, 1978. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing, at least ninety (90)

days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

31. UNION ACTIVITIES

It is agreed that the CWA Local 1087 will be allowed up to ten (10) days in the aggregate, with pay, per calendar year, which can be delegated to any one or more union officers for the specific purpose of attending CWA conventions upon prior notice and approval by the Director of such absence. These days are not cumulative, and are to be effective January 1, 1977.

It is mutually agreed by the parties hereto that they will be bound by all and singular, the covenants and agreements aforesaid.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7th day of June; 1978.

International Rep. CWA

Jean Lawrence (U.S.)

Pres. Local 1087, CWA

Donna S. Selders

Local 1087

Luther T. Myers

Local 1087

Edward J. Feller

MONMOUTH COUNTY WELFARE BOARD

James W. Parker, Jr.
James W. Parker, Jr., Chairman

MONMOUTH COUNTY WELFARE BOARD

Frederick Forrest
Frederick Forrest
Secretary-Treasurer

Reviewed and Approved by:

G. Thomas Rivi 6/22/78
G. Thomas Rivi, Director
Division of Public Welfare

COMPENSATION SCHEDULE

EFFECTIVE July 1, 1976

(Effective 1/1/77 for H.C.W.B.)

ANNUAL SALARIES

Ring. No.	Inter-	Incre-	Min.							
76	val 5A	ment	Start	2nd	3rd	4th	5th	6th	7th	Max.
--A01		221	4413	4634	4855	5076	5297	5518	5739	5960
A01		237	4722	4959	5196	5433	5670	5907	6144	6381
--A02		232	4634	4866	5098	5330	5562	5794	6026	6258
A02		248	4959	5207	5455	5703	5951	6199	6447	6695
--A03		243	4866	5109	5352	5595	5838	6081	6324	6567
A03		260	5207	5467	5727	5987	6247	6507	6767	7027
--A04		255	5109	5364	5619	5874	6129	6384	6639	6894
A04		273	5467	5740	6013	6286	6559	6832	7105	7378
--A05		268	5364	5632	5900	6168	6436	6704	6972	7240
A05		287	5740	6027	6314	6601	6888	7175	7462	7749
--A06		282	5632	5914	6196	6478	6760	7042	7324	7606
A06		302	6027	6329	6631	6933	7235	7537	7839	8141
--A07		296	5914	6210	6506	6802	7098	7394	7690	7986
A07		317	6329	6646	6963	7280	7597	7914	8231	8548
--A08		311	6210	6521	6832	7143	7454	7765	8076	8387
A08		333	6646	6972	7312	7645	7978	8311	8644	8977
--A09		326	6521	6847	7173	7499	7825	8151	8477	8803
A09		349	6979	7328	7677	8026	8375	8724	9073	9422
--A10		342	6847	7189	7531	7873	8215	8557	8899	9241
A10		366	7329	7694	8060	8426	8792	9158	9524	9890
--A11		359	7189	7548	7907	8266	8625	8984	9343	9702
A11		384	7694	8076	8462	8846	9230	9614	9998	10382
--A12		377	7548	7925	8302	8679	9056	9433	9810	10187
A12		403	8076	8481	8884	9287	9690	10093	10496	10899
--A13		396	7925	8321	8717	9113	9509	9905	10301	10697
A13		424	8481	8905	9329	9753	10177	10601	11025	11449
--A14		416	8321	8737	9153	9569	9985	10401	10817	11233
A14		445	8905	9350	9795	10240	10685	11130	11575	12020
--A15		437	8737	9174	9611	10048	10485	10922	11359	11796
A15		467	9350	9817	10284	10751	11218	11685	12152	12619
--A16		459	9174	9633	10092	10551	11010	11469	11928	12387
A16		491	9817	10306	10799	11290	11781	12272	12763	13254
--A17		482	9633	10115	10597	11079	11561	12043	12525	13007
A17		516	10306	10824	11340	11856	12372	12888	13404	13920
--A18		506	10115	10621	11127	11633	12139	12645	13151	13657
A18		541	10824	11375	11926	12477	13028	13579	14130	14681
--A19		531	10621	11152	11683	12214	12745	13276	13807	14338
A19		568	11375	11933	12501	13069	13637	14205	14773	15341
--A20		558	11152	11710	12268	12826	13384	13942	14500	15058
A20		597	11933	12530	13127	13724	14321	14918	15515	16112
--A21		586	11710	12306	12892	13478	14064	14650	15236	15822
A21		627	12530	13157	13784	14411	15038	15665	16292	16919
--A22		615	12306	12911	13506	14101	14756	15371	15986	16601
A22		656	13157	13815	14473	15131	15789	16447	17105	17763

COMPENSATION SCHEDULE

EFFECTIVE July 1, 1973

ANNUAL SALARIES

Rng. No.	Inter- val	Incre- ment	Min. Start	2nd	3rd	4th	5th	6th	7th	Max.
6--A23	646		12911	13557	14203	14849	15495	16141	16787	17433
7 A23	691		13815	14506	15197	15888	16579	17270	17961	18652
--A24	678		13557	14235	14913	15591	16269	16947	17625	18303
A24	725		14506	15231	15956	16681	17406	18131	18856	19581
--A25	712		14235	14947	15659	16371	17083	17795	18507	19219
A25	762		15231	15993	16755	17517	18279	19041	19803	20565
--A26	747		14947	15694	16441	17188	17935	18682	19429	20176
A26	800		15993	16793	17593	18393	19193	19993	20793	21593
--A27	785		15694	16479	17264	18049	18834	19619	20404	21189
A27	840		16793	17633	18473	19313	20153	20993	21833	22673
--A28	824		16479	17303	18127	18951	19775	20599	21423	22247
A28	882		17633	18515	19397	20279	21161	22043	22925	23807
--A29	865		17303	18168	19033	19898	20763	21628	22493	23358
A29	926		18515	19441	20367	21293	22219	23145	24071	24997
--A30	908		18168	19076	19984	20892	21800	22708	23616	24524
A30	972		19441	20413	21385	22357	23329	24301	25273	26245
--A31	954		19076	20030	20984	21938	22892	23846	24800	25754
A31	1021		20413	21434	22455	23476	24497	25518	26539	27560
--A32	1002		20030	21032	22034	23036	24038	25040	26042	27044
A32	1072		21434	22506	23578	24650	25722	26794	27866	28938
--A33	1052		21032	22084	23136	24188	25240	26292	27344	28396
A33	1125		22506	23631	24756	25881	27006	28131	29256	30381
--A34	1104		22084	23188	24292	25396	26500	27604	28708	29812
A34	1182		23631	24813	25995	27177	28359	29541	30723	31905
--A35	1159		23188	24307	25406	26505	27604	28703	29802	30901
A35	1240		24813	26053	27293	28533	29773	31013	32253	33493
--A36	1217		24307	25564	26821	28078	29335	30592	31849	33106
A36	1302		26053	27355	28657	29959	31261	32563	33865	35167

--Old Scale

New Scale--the figure below old scale

COMPENSATION SCHEDULE

EFFECTIVE [July 1, 1976] July 1, 1977

ANNUAL SALARIES

P.M.B.	[Eng. No. Inter-val 5%] Incre-		Min.							
	Range	ment	1st	2nd	3rd	4th	5th	6th	7th	Max.
077	[A25	752	15231	15922	16755	17517	18279	19041	19803	20565]
078	A25	803.10	15992.55	16754.65	17592.75	18392.85	19192.95	19993.05	20793.15	21593.25
	[A26	800	15993	16793	17593	18393	19193	19993	20793	21593]
	A26	840.00	16722.65	17532.65	18472.65	19312.65	20152.65	20992.65	21832.65	22672.65
	[A27	840	16793	17633	18473	19313	20153	20993	21833	22673]
	A27	882.00	17632.65	18514.65	19439.65	20279.65	21160.65	22042.65	22924.65	23806.65
	[A28	882	17633	18513	19397	20279	21161	22043	22925	23807]
	A28	926.10	18514.65	19449.75	20379.35	21292.95	22219.05	23145.15	24071.25	24997.35
	[A29	926	18515	19441	20367	21293	22219	23145	24071	24997]
	A29	972.30	19440.75	20312.95	21385.35	22357.65	23329.95	24302.25	25274.55	26246.85
	[A30	972	19441	20415	21395	22367	23329	24301	25273	26245]
	A30	1020.60	20413.95	21433.45	22494.25	23474.85	24495.45	25516.05	26536.65	27557.25
	[A31	1021	20413	21434	22465	23476	24497	25518	26539	27560]
	A31	1072.00	21433.65	22505.70	23577.70	24649.80	25721.85	26793.90	27865.95	28938.00
	[A32	1072	21434	22506	23578	24650	25722	26794	27866	28938]
	A32	1125.60	22505.70	23631.20	24756.80	25882.50	27008.10	28133.70	29259.30	30384.90
	[A33	1125	22506	23531	24736	25961	27096	28321	29256	30381]
	A33	1181.20	23631.20	24810.05	26023.80	27175.05	28356.30	29537.55	30718.80	31900.05
	[A34	1182	23631	24810	26025	27177	28359	29541	30723	31905]
	A34	1241.00	24810.50	26073.45	27379.75	28531.80	29772.95	31013.95	32254.15	33500.25
	[A35	1240	24813	26073	27253	28533	29773	31013	32253	33493]
	A35	1302.00	26063.65	27349.10	28722.65	29952.65	31261.65	32563.65	33865.65	35167.65
	[A36	1302	26063	27349	28722	29952	31261	32563	33865	35167]
	A36	1367.10	27349.65	28772.45	30272.45	31858.95	32624.05	34171.15	35558.25	36925.35

COMPENSATION SCHEDULE

EFFECTIVE [July 1, 1976] July 1, 1977

ANNUAL SALARIES

[Reg. No.]	[Interv- val 5%]	Incre- ment	Min. 1st	2nd	3rd	4th	5th	6th	7th	8th
77	[A01]	237	4722	4959	5196	5433	5670	5907	6144	6381
78	[A01]	248.35	4953.10	5206.25	5455.00	5704.65	5953.50	6202.25	6451.20	6700.00
	[A02]	246	4959	5207	5455	5703	5951	6199	6447	6695
	[A02]	260.40	5206.25	5467.35	5727.75	5988.15	6248.55	6508.95	6769.35	7029.75
	[A03]	260	5207	5467	5727	5987	6247	6507	6767	7027
	[A03]	273.30	5467.35	5740.25	6013.35	6286.35	6559.35	6832.35	7105.35	7378.35
	[A04]	273	5467	5743	6013	6286	6559	6832	7105	7378
	[A04]	286.65	5743.35	6027.00	6313.65	6600.30	6886.95	7173.60	7460.25	7746.90
	[A05]	287	5749	6027	6314	6601	6888	7175	7462	7749
	[A05]	301.35	6027.00	6332.35	6629.70	6931.05	7232.40	7533.75	7835.10	8136.45
	[A06]	302	6027	6332	6631	6933	7235	7537	7839	8141
	[A06]	317.30	6332.25	6645.45	6962.55	7279.65	7596.75	7913.85	8230.95	8548.05
	[A07]	317	6332	6646	6963	7280	7597	7914	8231	8548
	[A07]	332.35	6645.45	6978.30	7311.15	7644.00	7976.85	8309.70	8642.55	8975.40
	[A08]	333	6645	6979	7312	7645	7978	8311	8644	8977
	[A08]	349.65	6975.30	7327.25	7677.60	8027.25	8376.90	8726.55	9076.20	9425.85
	[A09]	349	6979	7323	7677	8026	8375	8724	9073	9422
	[A09]	366.45	7327.25	7694.40	8060.85	8427.30	8793.75	9160.20	9526.65	9893.10
	[A10]	366	7323	7694	8050	8425	8792	9158	9524	9890
	[A10]	384.31	7694.40	8073.70	8458.00	8847.30	9231.60	9615.90	10000.20	10384.50
	[A11]	384	7694	8073	8452	8846	9230	9614	9998	10382
	[A11]	403.20	8073.70	8481.20	8925.10	9368.30	9811.50	10254.70	10497.90	10941.10
	[A12]	403	807	8481	8924	9367	9810	10253	10496	10899

COMPENSATION SCHEDULE

EFFECTIVE July 1, 1976 | July 1, 1977

ANNUAL SALARIES

P.W.B.	[Rnr. No. Inter-val 5%] Range	Incre-ment	Min. 1st	ANNUAL SALARIES							Max.
				2nd	3rd	4th	5th	6th	7th		
077	[A13	424	8451	8905	9329	9753	10177	10601	11025	11449]	
078	A13	445.20	8905.05	9350.25	9795.45	10240.65	10685.85	11131.05	11576.25	12021.45	
	[A14	445	8905	9350	9795	10240	10685	11130	11575	12020]	
	A14	467.25	9250.25	9617.50	10284.75	10752.00	11219.25	11686.50	12153.75	12621.00	
	[A15	467	9350	9817	10284	10751	11218	11685	12152	12619]	
	A15	490.35	9817.50	10307.85	10798.20	11288.55	11778.90	12269.25	12759.60	13249.95	
	[A16	491	9817	10306	10793	11290	11781	12272	12763	13254]	
	A16	515.55	10307.85	10823.40	11338.95	11854.50	12370.05	12885.60	13401.15	13916.70	
	[A17	516	10306	10824	11340	11856	12372	12888	13404	13920]	
	A17	541.80	10823.40	11365.20	11907.00	12448.80	12990.60	13532.40	14074.20	14616.00	
	[A18	541	10818	11365	11905	12447	12988	13529	14070	14611]	
	A18	566.05	11365.20	11933.25	12501.30	13069.35	13637.40	14205.45	14773.50	15341.55	
	[A19	566	11365	11932	12501	13069	13637	14205	14772	15341]	
	A19	590.40	11933.25	12532.65	13126.05	13722.45	14318.85	14915.25	15511.65	16108.05	
	[A20	597	11933	12530	13127	13724	14321	14918	15515	16112]	
	A20	626.35	12532.65	13145.00	13743.35	14341.70	14937.05	15535.40	16130.75	16917.60	
	[A21	627	12530	13157	13764	14311	14933	15565	16292	16919]	
	A21	658.35	13145.00	13814.35	14473.70	15133.05	15782.40	16431.75	17106.60	17764.95	
	[A22	658	13157	13715	14273	14831	15389	15947	16505	17063]	
	A22	689.90	13814.35	14505.25	15177.15	15837.05	16496.95	17156.85	17816.75	18651.15	
	[A23	691	13815	14506	15197	15888	16579	17270	17961	18652]	
	A23	725.55	14505.25	15221.80	15846.35	16470.90	17095.45	17719.00	18343.05	18967.60	
	[A24	725	14506	15201	15856	16601	17406	18131	18956	19581]	
	A24	761.25	15221.80	15927.05	16632.30	17337.55	18042.80	18748.05	19453.30	20560.95	

APPENDIX C

SALARY RANGES 1978

TITLE		RANGE
Clerk	3	5467.35-7378.35
Bldg. Main.Wkr.	4	5740.35-7746.90
Social Svc. Aide	4	5740.35-7746.90
Account Clerk	5	6027.00-8136.45
Student Assistant	5	6027.00-8136.45
Telephone Operator	6	6328.35-8548.05
Clerk Transcriber	6	6328.35-8548.05
Sr. Account Clerk	7	6645.45-8975.40
Senior Clerk	7	6645.45-8975.40
Sr. Clk.Bookkeeper	7	6645.45-8975.40
Sr. Off.Appliance Opr.	7	6645.45-8975.40
Sr. Tele.Opr./Int.	8	6978.30-9425.85
Sr. Clk.Transcriber	9	7327.95-9893.10
Soc. Svc. Tech.	11	8078.70-10901.10
Prin. Acct. Clerk	11	8078.70-10901.10
Prin. Clerk	11	8078.70-10901.10
Prin.Clk.Bkkpr.	11	8078.70-10901.10
Prin. Off.Appliance Opr.	11	8078.70-10901.10
Prin. Clk. Transcriber	12	8481.90-11443.95
Prin.Clk.Typist	12	8481.90-11443.95
Income Main. Tech.	13	8905.05-12021.45
Prin.Clk.Steno	13	8905.05-12021.45
Supervising Clk.Bkkpr.	15	9817.50-13249.95
Coor. of Volunteers	15	9817.50-13249.95

APPENDIX C

Salary Ranges - 1978 (ont'd)

TITLE	RANGE	
Supervising Clerk	15	9817.50-13249.95
Graduate Nurse	15	9817.50-13249.95
Supervisor of Accounts	17	10823.40-14616.00
Alcoholism Counselor	18	11365.20-15341.55
Employment Specialist	18	11365.20-15341.55
Social Worker	18	11365.20-15341.55
Income Main.Spec.	18	11365.20-15341.55
Investigator, CWA	18	11365.20-15341.55
Research Assistant	18	11365.20-15341.55
Rent & Housing Coordinator, Welfare	18	11365.20-15341.55
Social Work Specialist	20	12529.65-16917.60
Medical So.Svc. Asst., CWA	20	12529.65-16917.60
Supervising, Coordinator of Volunteer Service Program	21	13156.50-17764.95
Public Information Officer	21	13156.50-17764.95
Admin.Analyst	21	13156.50-17764.95
Social Work Supvr.	21	13156.50-17764.95
Income Main. Supvr.	21	13156.50-17764.95
Senior Investigator, CWA	21	13156.50-17764.95
Homemaker Serv. Supvr., CWA	21	13156.50-17764.95
Asst. Training Supvr., CWA	21	13156.50-17764.95
Data Processing Coord.	22	13814.85-18651.15
Training Supvr., CWA	25	15992.55-21593.25

APPENDIX D

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

APPENDIX D

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. (DEFINITION ATTACHED)

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

APPENDIX D

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 superseded, vacated and set aside.

APPENDIX E

The Board of Chosen Freeholders
of the
County of Monmouth

PHILIP H. GUMBS, Director of the
County, Finance & Administration

HARRY LARRISON, JR., Director of
Administration of Justice

ERNEST G. KAVALEK, Director of
Health and Social Services

HALL OF RECORDS

Main Street

FREEHOLD, NEW JERSEY 07728

Telephone 201-431-4000

THOMAS J. LYNCH, JR., Director of
Public Works and Transportation

RAY KRAMER, Director of
Buildings, Grounds and Parks

ROBERT J. COLLINS
Clerk of the Board

September 19, 1975

Mr. F. Walsh, President
Local 1087
Communication Workers of America
106 Apple Street
New Shrewsbury, N. J. 07724


RE: UNUSED SICK LEAVE

Dear Mr. Walsh:

As per your request for the definition of the term "Deferred Retirement Benefit" as used in granting sick leave payment at the time of retirement, I wish to advise you of the following clarification. This would apply to those employees who are eligible to vest their pension rights. When an employee leaves the County service utilizing vesting privileges, he or she would not be entitled to payment for unused sick leave.

I trust that this answers your questions. If you need any additional information, please contact my office.

Sincerely,


Robert J. Collins, Clerk
Board of Freeholders

RJC:pf

cc: Raymond B. DeRidder, Esq. -- Personnel Dept. n/e
"SEPTEMBER 20, 1975" THIS IS A VERY GOOD COPY TO FILE IN WITH AND A PLEASANT COPY TO SEE"