

COLLECTIVE BARGAINING AGREEMENT

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

COMMUNICATION WORKERS OF AMERICA LOCAL 1065

JANUARY 1, 2010 – DECEMBER 31, 2014

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THIS AGREEMENT made as of the first day of January, 2010, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (hereinafter referred to as the "MCIA") and the **COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1065**, (hereinafter referred to as the "Union").

W I T N E S S E T H:

WHEREAS, the Union has been selected as the exclusive bargaining agent for non-nursing positions (the "Employees") by the employees at Roosevelt Care Center, as defined, in accordance with Chapter 303 of the Pamphlet Laws of 1968, of the State of New Jersey (the "Law"), and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, said Union has been in negotiations with the MCIA pursuant to Chapter 303 of the Pamphlet Laws of 1968, of the State of New Jersey concerning terms and conditions of employment at Roosevelt Care Center, Middlesex County, ("Roosevelt Care Center"); and

WHEREAS, the Union and the MCIA have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to the Law, and, it is understood that this Agreement contains all the terms and conditions of employment between the MCIA and the Employees covered by this Agreement with respect to Roosevelt Care Center, and previous or past practice, existing or alleged, to have been existing prior to the effective date of this Agreement, shall not be admissible in any judicial or grievance procedure hearing; and

NOW, THEREFORE, subject to the Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby enter into an agreement on a new five (5) year contract to run from January 1, 2010 through December 31, 2014.

ARTICLE 1

NON-DISCRIMINATION

The MCIA is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither the MCIA nor the Union shall discriminate against any employee because of race, creed, sex, age, nationality, religion, marital status, disability, handicap, sexual or affectional orientation, political or Union affiliation, color, national origin, ancestry, gender identity or expression. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE 2

RECOGNITION

The Union is hereby designated as the sole and exclusive bargaining agent for persons employed by the MCIA at Roosevelt Care Center, Middlesex County (“Roosevelt Care Center” or RCC) for the Edison facility and at the Old Bridge facility, as applicable, in the job titles or positions set forth in Exhibit 1 which is attached hereto and which by this reference is made a part hereof as if set forth in full herein. All other job titles or positions are excluded. Notwithstanding the above, the following positions will not be represented by the Union: seasonal, per diem, temporary (for six months or less), part time employees that are regularly scheduled to work eight (8) hours or less per week and employees who have retired from the MCIA or RCC and who have been rehired by the MCIA.

Base wage rates for each employee within the above titles shall be as set forth in Article 4 hereof.

Any new title authorized for use by the MCIA at Roosevelt Care Center will be negotiated for inclusion or exclusion from the Union. New titles appropriate to the bargaining unit will be presented to the Union prior to adoption along with a job description, salary, hours of work and the terms and conditions of work. The salary and terms and conditions of work for new titles will be negotiated with the Union to insure consistency with the existing contract. If the parties are unable to agree on the inclusion or exclusion of a title, the Union or the MCIA will pursue statutory procedures under the New Jersey Employer-Employee Relations Act constituting Chapter 100 of the Pamphlet Laws of 1968, of the State of New Jersey (the “Employer Employee Act”).

It is further agreed to and understood that the Union will be promptly notified of persons employed by the MCIA subsequent to the date hereof that are subject to Union membership.

ARTICLE 3

AUTHORIZED REPRESENTATIVES; COLLECTION OF UNION DUES

1. General. Authorized representatives of the Union, with their Supervisor's permission, shall have the right to enter upon the premises of the Employer during working hours for the purpose of negotiations and grievance procedures relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public, patients, residents or ongoing workday schedule. It is also understood that no Employee shall engage in any Union activity during the Employee's working hours. Also, no Union literature is to be distributed in working locations at any time.

It is agreed that the Union will furnish to the Employer a list of duly elected stewards as of the first day of each contract year.

2. Agency Shop. The MCIA shall be and is hereby authorized and directed to deduct from the pay of each Employee who furnished a written authorization for such deduction during each calendar month, the amount of monthly Union dues, or, such other amount as may be certified to the MCIA by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The MCIA further agrees to deduct from the pay of each Employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, an amount equal to eighty-five percent (85%) of the monthly Union dues, during each calendar month, commencing with the third (3rd) month of employment of such Employees, 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 Union President

Deduction of Union dues made pursuant hereto shall be remitted by the MCIA to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street Northwest,

Washington, DC 20001-2197, by the tenth (10th) day of the month following the calendar month in which such deductions were made.

Deductions for dues for any Employee in this bargaining unit shall be limited to the Communication Workers of America, the duly certified majority representative.

There is hereby established, pursuant to Chapter 477, P.L. 1979 of New Jersey, a “demand and return” system which is available to those employees who pay to the Union as majority representative of a particular unit, a representation fee in lieu of dues as provided for in the foregoing law or any amendments thereto.

a) Criteria for Demand and Return. Any Employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings hereinafter set forth, a return of any part of that fee paid by him/her which represents the Employee’s additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contracts administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the MCIA.

b) Any member of the Union desiring to resign from the Union will be permitted to do so only on two (2) specific occasions during the calendar year (i.e., on or before January 1 or July 1, effective as of the aforesaid respective date). The request must be in writing to the President of the Union and the MCIA.

ARTICLE 4

WAGES

- A. Wages for calendar year 2010.

There shall be no increase in wage rates for the calendar year 2010.

- B. Wages effective January 1, 2011.

Effective on January 1, 2011, all Employees who have at least six (6) months service at RCC will receive a two and one half percent (2.5%) increase of the Employee's base salary.

- C. Wages effective January 1, 2012.

Effective on January 1, 2012, all Employees who have at least six (6) months service at RCC will receive a three percent (3%) increase of the Employee's base salary.

- D. Wages effective January 1, 2013.

Effective on January 1, 2013, all Employees who have at least six (6) months service at RCC will receive a three percent (3%) increase of the Employee's base salary.

- E. Wages effective January 1, 2014.

Effective on January 1, 2014, all Employees who have at least six (6) months service at RCC will receive a three percent (3%) increase of the Employee's base salary.

- F. No benefits positions.

The parties agree to the continuation of a "no benefits position (NBP) for Certified Nursing Assistants."

- Employees hired into an NBP will not be entitled to receive certain benefits, including medical/surgical/major medical insurance, prescription insurance, dental insurance and vision care reimbursement and in some instances, leave time. However, the MCIA will calculate the dollar value of these benefits and provide the Union with that value and the methodology and rates utilized for determining this value. The NBP value is added to the Employee's hourly rate of pay in the form of a differential (not into the base pay).

- The wage increase for the NBP is calculated as a percentage of the normal hourly rate (the rate without the NBP differential). Each July 1 the NBP differential shall be recalculated and the Employee will have the NBP differential adjusted accordingly.

- Any Employee who currently has MCIA-provided health benefits coverage may waive health benefits coverage and go into a NBP. To do this, the Employee must give the MCIA advance notice and the health benefit coverage will end and the NBP differential will begin when the cancellation of the coverage becomes effective.

- Re-entry into health benefits coverage is subject to statutory requirements and may only be commenced if the Employee is no longer eligible for coverage under the Employee's spouse.

- Overtime rates will not be calculated on the NBP differential.

G. Establishment of Pay Periods.

Payroll will be made on a bi-weekly basis.

H. Differentials.

1. Shift Differential. The shift differential for working second or third shifts shall be \$.50 per hour in additional pay.

2. Weekend Differential. The differential for working during a weekend shall be \$.75 per hour in additional pay. With respect to weekend differential, employees working the 11:00 p.m. to 7:30 a.m. shift shall be deemed to be working on Saturday for the shift beginning at 11:00 p.m. on Friday night; shall be deemed to be working on Sunday for the shift beginning at 11:00 p.m. on Saturday night, and shall be deemed to be working Monday for the shift beginning at 11:00 p.m. on Sunday night.

3. Out of Title Differential. In the event that (at the request and direction of the MCIA) an Employee is required to perform the duties which may be supervisory in nature and/or those that are not part of the Employee's normal job description, such Employee shall receive \$1.00 per hour in additional pay for the period that such additional duties are performed.

I. Court Attendance Time by Subpoena.

Any Employee attending Court in a Roosevelt Care Center related matter and who is summoned to Court by the MCIA shall be paid for such time. The amount of time spent in Court shall commence when the Employee arrives at Court and shall end at the recess or adjournment of that day's Court session, in each case as reflected on the Employee's time card; provided however, any Employee that is a plaintiff in a matter covered by this provision shall not be paid for time spent in Court on such matter.

J. New Employees. Effective January 1, 2010 and thereafter, the MCIA will hire new employees under the wage rates that are outlined in the salary guide (Appendix and in Appendix II-06,

whichever is operative at the time). The MCIA may hire a new employee up to the fourth (4th) step on the salary guide.

1. Promotions. Any Employee promoted from a title at a lower range to a title in a higher range shall be placed in a step in the new range which is at least a full step increase in the new range. An employee that is at step 9 of a lower ranged title and is moved to a higher range will be placed in a step in the new range which is at least a full step increase in the new title. If the move is from a step 9 to a step 9, the employee will receive an increase equal to 3.75% of step 9 of the higher ranged title.

2. Demotions. An Employee moved from a higher ranged title to a lower ranged title will be placed on the same step in the lower title as the step held in the high title but no less than the step that would have been obtained had the Employee remained in the lower range for the entire time.

ARTICLE 5

HOURS OF WORK

- A. Hours of Work. The present hours of work are to remain in effect until mutually changed. Either party shall have the right to request a change of the hours of work, and such a request is to be the subject of negotiations.
- B. Full-time CNAs and CHHAs shall work a 37.5 hour work week.
- C. During each 7, 7.5 or 8 hour shift, each Employee will be entitled to thirty (30) minutes for a meal break without pay. In the event that an Employee is required to work through the thirty-minute break period provided for meals (or a portion thereof), and same has been previously authorized by the Employee's immediate supervisor (or other authorized personnel), such Employee will be paid for such thirty minutes (or portion thereof), at time and one half (1-1/2) their base wage.

ARTICLE 6

BREAKS

Employees will receive two (2) fifteen (15) minute paid breaks during each full 7, 7.5 or 8 hour shift. If an Employee is required to work in excess of a full 7, 7.5 or 8 hour shift, an additional fifteen (15) minute paid break will be provided for each additional ½ shift worked.

ARTICLE 7

OVERTIME

A. General. All Employees shall be expected to complete their work in the time allotted for the normal working day.

Overtime will not be paid unless the overtime is pre-scheduled by the Administration and will be paid (holiday situations excluded) only for time in excess of the normal work week as defined in Article 5. Overtime accessibility to Employees will be offered according to seniority on a rotational basis (starting at the top of the seniority list and then going down through the names and then starting again at the top of the list). The seniority list will be maintained by department and shift and where appropriate by specialties within the department. Overtime opportunities that are offered to an employee, but declined, will count for purposes of the overtime rotation. Seniority shall mean date of hire in that title and current uninterrupted service. Any Employee working overtime beyond thirty-five (35) hours, thirty-seven and one-half (37.5) hours or forty (40) hours per week, as the case may be, will be paid at the rate of time and one-half (1-1/2) their base wage for the amount of hours worked in excess of thirty-five (35) hours, thirty-seven and one half (37.5) hours, or forty (40) hours per week, as the case may be. Scheduled vacation time, personal time and holiday time (including floating holidays) will count as time worked for purposes of determining eligibility for overtime pay. However, sick time will not count as time worked for purposes of determining eligibility for overtime pay. An Employee may request compensatory time for the overtime worked. However, the Roosevelt Care Center Administration retains the final authority on the right to grant compensatory time.

B. Call Back Time. If an Employee is called back to work after completion of a normal shift or workday, such Employee shall receive a minimum of two (2) hours at regular pay. If additional time is required or if the call back time causes the Employee to exceed thirty-five (35)

hours, thirty-seven and one-half (37.5) hours or forty (40) hours, as the case may be, such call back time shall be paid at time and one-half (1-1/2) of base wage. The call back commences when an Employee reports to work and ends when the Employee leaves work (in each case as reflected on the Employee's time card).

In the event that MCIA requires that an Employee provide snow removal services after the Employee's regular work day, such Employee shall receive payment for work performed at the rate of 1-1/2 times their normal rate.

ARTICLE 8

MEDICAL BENEFITS

Medical and Related Benefits. It is mutually understood and agreed that all medical coverages, dental coverages, drug prescription plan coverages and vision care programs that are provided to Employees of the MCIA upon the date of this Agreement shall remain in effect and shall be applicable to those MCIA employees that are employed by Roosevelt Care Center and that are represented by the Union; provided however, the MCIA may, with the consent of the Union, provide substitute dental coverage that is equal to or better than the coverage provided by the MCIA. In such event, the terms and conditions regarding eligibility and employee contributions shall be the same (or more favorable) than presently provided by the MCIA.

Notwithstanding the foregoing, for any Employees hired on or after May 15, 2010, the Employee will be provided with a health benefits plan determined by the MCIA as the base plan. If the Employee chooses to be covered by a plan other than the base plan, the Employee shall be responsible for payment of the plan cost in excess of the base plan cost by way of payroll deduction.

At such time as the contracts for medical coverage, dental coverage, drug prescription plan coverage and vision care programs that are in effect and applicable to MCIA employees expire and new contracts are negotiated and executed and implemented by the MCIA with respect to their employees, the parties agree to modify this Agreement to reflect any changes in such medical coverages, dental coverage, drug prescription plan coverage and vision care programs. It is the expressed intent of the parties hereto, and the MCIA and the Union agree, that the terms and conditions relating to the provision of medical benefits, dental coverage, drug prescription plan coverage and vision care programs currently provided by the MCIA to its employees shall be equivalent to the terms and conditions relating to the provision by MCIA of medical benefits to the employees employed at

Roosevelt Care Center and represented by the Union. This Agreement and understanding shall be applicable during the term of this Agreement except as modified herein.

B. Drug Prescription Plan

All eligible Employees and their eligible family members shall be covered by a drug prescription program. A co-payment of \$3.00 per prescription shall be required. As of January 1, 2011, the co-payment for prescriptions shall be increased to \$5.00 for non-generic and shall remain \$3.00 for generic.

C. New Jersey State Temporary Disability Program. The MCIA will provide disability insurance for all Employees in accordance with the New Jersey State Temporary Disability Benefits Program, in accordance with P. L. 1980, c. 18. State law requires contribution from the employer and the employee.

D. Payment of New Jersey State Health Benefits - Coverage for Retirees. Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the MCIA agrees to provide New Jersey State Health Benefits - Medical Coverage and Major Medical to a retired employee and his/her dependents at time of retirement, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System and retires from the MCIA after ten (10) years of service with the MCIA or the County of Middlesex, if the employee was employed by the County at Roosevelt Care Center as of June 13, 1997 and has been continually employed by the MCIA at Roosevelt Care Center since June 14, 1997.

E. Extended Medical Benefits. The MCIA, during the term of this Agreement, will extend (up to a maximum of ninety (90) days) the health insurance coverage of eligible employees and their covered dependents enrolled in the benefits program upon exhaustion of such employee's accumulated

sick and vacation leave and who are granted approved sick leave without pay. The cost of such extended health benefits during this period shall be paid by MCIA.

ARTICLE 9

HOLIDAYS

The MCIA will provide the following seven (7) paid holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Full time employees shall observe and be paid for holidays in accordance with the MCIA's posted observance schedule for such holidays. Holidays not worked shall be counted as days worked for overtime computation. All full-time employees working on a holiday will receive their regular day's pay at straight time rate plus time and one-half (1-1/2) for the holiday worked after giving effect to unauthorized or unexcused leave. For New Year's Day, all full time employees working on the day will receive their regular day's pay at straight time plus double time for the holiday worked. In order to be eligible for holiday pay, an Employee shall work his/her last scheduled work-day prior to the holiday and the next scheduled work-day following the holiday. Exceptions to this provision shall be authorized absences, if requested, or verifiable illness, by the Employee.

For Employees working the 11:00 p.m. to 7:30 a.m. shift, a holiday shall be deemed to begin at 11:00 p.m. on the eve of the holiday.

Employees scheduled to work a holiday will be paid their regular rate of pay plus time and a half for the hours worked that day and Employees not scheduled to work the holiday who volunteer to work and who actually work, will also be paid time and a half for the holiday hours worked.

Employees will be entitled to five (5) floating holidays in addition to the above seven (7) designated holidays. Employees may utilize floating holidays on any day except during the months of

July, August or December, on one of the above-described seven holidays, or at any time on or after November 16th of any year. To utilize a floating holiday, the Employee must request the day off at least one week in advance. Requests for floating holidays may not be denied unless not requested in accordance with the terms of this provision. Floating holidays that are not scheduled to be utilized prior to November 16th may not be utilized but will be paid to the Employee on a day-for-day basis. This payment will be made prior to December 20. Floating holidays may not be carried over into the next calendar year and will be lost if not used. Employees will not be entitled to the floating holidays until they have completed at least ninety (90) days of continuous employment. During the first calendar year of employment following the ninety (90) day period, employees will receive a prorated portion of the floating holidays for the first year of employment.

If termination of employment occurs before the end of the year and more floating holidays have been taken than earned, the employee's per diem rate of pay for the excess days shall be deducted from the Employee's final pay.

ARTICLE 10
PERSONAL DAYS

All full time Employees shall be entitled to three (3) paid personal days per year. If a full time Employee requires additional personal days from time to time, such full time Employee may request (in writing) that up to two (2) additional days in any year be provided by the MCIA. If provided, such additional personal days would be unpaid. Part time Employees shall not be entitled to any paid personal days.

Personal days may be taken on separate days or consecutively, however, the Employee will give the MCIA three (3) days notice for each personal day to be taken. Personal days must be scheduled and used by Employees by December 15th of each calendar year. Personal days may not be carried over and will be lost if not used.

ARTICLE 11
BEREAVEMENT

All full time Employees (after ninety (90) continuous days of employment with the MCIA) shall be entitled to receive a maximum of four (4) scheduled working days leave with pay in the event of the death of the Employee's spouse or child. In the event of the death of a parent, brother, sister, mother-in-law, father-in-law, grandparent or grandchild or any other person acting in the capacity of a parent, the Employee shall receive three (3) scheduled working days leave with pay. Notwithstanding the foregoing to the contrary, in the event that an Employee requires leave for bereavement (in addition to the amount of paid leave provided), such Employee may request additional unpaid leave in writing. The MCIA, in the reasonable exercise of its discretion, will consider such requests on a case-by-case basis.

It is understood and agreed that bereavement leave will be communicated to the Department Head by the Employee. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

ARTICLE 12

VACATIONS

The MCIA will recognize the length of prior continuous employment by the County of Middlesex at Roosevelt Care Center for determining vacation leave for any employee employed by the MCIA since June 14, 1997 and previously employed by the County of Middlesex (“Original Employee”). Such Original Employee will be entitled to take paid vacation leave in each year in accordance with the schedule below. Further, for all Original Employees, the MCIA will (solely for purposes of determining the amount of paid vacation leave) utilize the date of hire of such Original Employee by the County in order to determine the amount of vacation leave an Original Employee will be entitled to during the term of this Agreement.

New employees will be granted three (3) paid vacation days upon completion of their three (3) month probation period. Thereafter, the new employee will accrue vacation days at the rate of one (1) day per month until the full amount of vacation leave that the employee is entitled to is accrued.

All employees shall accrue paid vacation leave based upon the following schedule:

<u>For Original Employees</u>		<u>For New Employees</u>	
<u>Years of Service</u>	<u>Amount of Vacation</u>	<u>Years of Service</u>	<u>Amount of Vacation</u>
0-3 years	12 days	0-3 years	10 days
4-6 years	15 days	4-6 years	12 days
7-9 years	18 days	7-9 years	15 days
10+ years	20 days	10+ years	18 days
21+ years	25 days		

If termination of employment occurs before the end of the year and more vacation days have been taken than earned, the employee’s per diem rate of pay for the excess days shall be deducted from

the final payment. Part time employees (as defined in Article 17 hereof) shall be entitled to paid vacation leave on the basis of the above schedule, on a pro-rata basis, calculated on the basis of a percentage of hours normally scheduled to work compared to forty (40) hours per week.

Vacation requests must be submitted in writing to the MCIA on or prior to May 1st of each year. Such requests shall cover the period from May 1 to and including April 30 of the following year. If more than one (1) Employee requests the same date for vacation, allocation of vacation among such requests shall be made on the basis of seniority, which shall mean date of hire. At least one month prior to May 1st of each year the MCIA will distribute a form to each employee that notifies them of the May 1st deadline and provides for the Employee to request vacation time. Any vacation time not submitted by May 1st must be requested with advance notice that will normally be thirty (30) days in advance, except that exceptional circumstances of less than thirty (30) days will not be unreasonably denied. Vacation time may be used on less than a full-time basis by agreement of the Employee's immediate supervisor.

An Employee may carry over up to one calendar year's worth of vacation time into the next calendar year only with the prior written permission of the supervisor.

ARTICLE 13

SICK LEAVE

An Employee shall not be granted paid sick leave until completion of ninety (90) days of continuous employment. Upon completion of ninety (90) days of continuous employment, such employee shall be granted paid sick leave of twelve (12) days per year and such sick leave shall be deemed to have been earned as of the first day of such ninety (90) day period. If termination of employment occurs before the end of the year and more sick leave has been taken than earned, the employee's per diem rate of pay for the excess days shall be deducted from the Employee's final pay.

Any Employee that is unable to report to work shall notify the Department Manager or Supervisor of such Employee's intention to take sick leave. Such notice must be provided at least two (2) hours prior to the start of the scheduled shift. Any sick leave that extends beyond three (3) consecutive work days will require a doctor's statement or other documentation in order to be paid for such sick days. In the event an Employee calls out sick and he/she has no sick time accrued, available vacation, personal time or holiday time will be deducted. In the event the Employee has no vacation, personal time or floating holidays available, the Employee will be required to pay a portion of medical benefits including drug prescription costs prorated for the unauthorized time used. These costs will be calculated on a monthly basis and deducted from the pay of the Employee. The Employee may also be subject to disciplinary action under the Attendance Policy.

Sick days accrued and unused by any employee while employed by the County prior to the Initial Employment Date (June 14, 1997) shall be carried forward and recognized by the MCIA for Original Employees. (Original Employees are defined as Employees employed by the County prior to June 14, 1997 who were hired by the MCIA and have been continuously employed by the MCIA since June 14, 1997.) If an Employee that was previously employed by the County is subsequently employed

by the MCIA as a New Employee (employed by the Authority after June 14, 1997), no accrued and unused sick days accrued while employed by the County prior to the Initial Employment Date will be recognized by the MCIA.

In the event that the MCIA requires a doctor's certificate to verify an illness, the MCIA will reimburse the Employee for one-half of the Employees unreimbursed out-of-pocket costs in obtaining said verification. The total cost to MCIA per occurrence shall, however, be limited to the amount of twenty-five (\$25.00) dollars.

To the extent applicable, the requirements of N.J.S.A. 34:15-1 shall govern and control an Employee's Injury Leave and Compensation Benefits, including the requirements for reimbursement and the basis for not granting an injury leave.

ARTICLE 14

YEARLY SICK TIME BUY OUT

At the end of each calendar year an Employee may apply for and receive a cash payment for sick days accumulated and not used during the current calendar year. Such payment shall be equal to one (1) day's pay for every three (3) days sick time accumulated and not used up to a maximum of five (5) days pay for sick days accrued and unused. At the time of the purchase, the number of accumulated days surrendered (3 days for each day's pay), shall be deducted from the Employees bank of accrued sick days and remaining sick days, if any, accrued but not bought out will be carried forward by the MCIA and credited to the Employee. Only those employees having used less than fifty percent (50%) of sick leave accrued during the then current year shall qualify for participation in the year sick-time buyout program.

Eligible employees applying for a sick time buy-out shall do so on December 31st of the current year by signing an authorization card provided by the MCIA. Payment will be made in the second payroll period of the following year.

ARTICLE 15

PRECEPTORS

Newly hired CNA's and CHHA's will be assigned to a preceptor after a session of formal classroom orientation, for a period of time necessary to function independently in the Roosevelt Care Center environment. Experienced CNA's who volunteer and are selected to be preceptors will be trained and when functioning as preceptors, shall be paid an additional dollar per hour (not included in base).

ARTICLE 16

DISCIPLINE OR DISCHARGE; GRIEVANCE PROCEDURES

No Employee will be disciplined by discharge without just cause.

Any alleged violation of this Agreement, or any dispute with regard to its meaning and application may constitute a "grievance." Disputes concerning matters that involve the sole and exclusive discretion of the MCIA shall not constitute a "grievance." Resolution of any grievance shall be made in accordance with the following procedures:

Step 1. The Employee's Shop Steward shall present the Employee's grievance or dispute in writing to the Administrator within ten (10) working days of its occurrence. The Employee's immediate supervisor and the Director of Personnel shall hear the grievance, attempt to resolve the matter and shall respond to the employee within five (5) working days after the hearing.

Step 2. If the grievance has not been resolved, the grievance shall be presented in writing by the Employee to the Administrator within five (5) working days after the Employee's receipt of the response provided at the end of Step 1.

Step 3. If the grievance still remains unresolved by the Administrator or unanswered, it shall be sent in writing by the Employee's representative to the Executive Director of the MCIA, or his/her designee, within seven (7) working days after the response of the Administrator under Step 2 is due. The Executive Director of the MCIA, or his/her designee, shall respond in writing to the Employee within ten (10) working days after receipt. The Union President, or his/her designee, may request a meeting with the MCIA's Executive Director, or his/her designee, within five (5) working days after receiving the answer from the MCIA's Executive Director, or his/her designee, under Step 3.

Step 4. If the grievance has not been resolved between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the MCIA's Executive Director, or his/her designee, under Step 3.

Arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and such party shall request that a list of arbitrators be furnished to the MCIA and to the Employee. If the MCIA and the Employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence (and within the meaning of this Agreement), and the arbitrator shall render his/her decision in writing. The decision of the arbitrator shall be final and binding on the parties. The cost of the arbitrator's fee shall be shared equally by the MCIA and the Union. Time extensions may be mutually agreed to by the MCIA and the Employee.

ARTICLE 17

PART-TIME EMPLOYEES

Except as hereinafter provided, part-time employees (including provisional employees but excluding seasonal employees) shall not be entitled to any benefits afforded hereunder to full-time employees. Part-time employees will, however, receive one and one-half (1-1/2) times regular pay for working on a holiday. In addition, part-time employees shall be entitled to receive shift differential (as provided in Article 4(g)(1) hereof) and weekend differential (as provided in Article 4(g)(2) hereof).

Part-time employees shall be responsible for the payment of medical, dental, drug prescription and vision coverage as follows:

<u>Shifts Worked Per Week</u>	<u>% of Cost Paid by Employee</u>
4	20%
3	40%
less than 3	Not eligible for benefits

ARTICLE 18

ECONOMY LAYOFFS

The MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center, provided however, that the Union and the affected employee(s) are provided with forty-five (45) days advance notice of the names of the employees who are scheduled for layoff. Where applicable, such layoffs shall be made on the basis of an evaluation as to whether each potentially affected employee is “minimally qualified” to perform the job/position, such economic layoff decisions as to such employees will be implemented on the basis of inverse order of seniority. For purposes of the foregoing, if an employee could (with up to two (2) weeks of training) be deemed to be “minimally qualified” for the job/position, such employee will be deemed to be “minimally qualified” for purposes of any economic layoff decisions. If an employee is not “minimally qualified” for the job/position, the seniority of such employee shall not be considered by the MCIA in making such economic layoff decisions.

In the event that the MCIA anticipates that there may be a need to reduce staff and that such a reduction could result in the layoff of any represented employee, the MCIA will discuss with the Union the possibility of ways to avoid laying off any employee, including the possibility of a buyout/severance package. Notwithstanding such discussions, the MCIA shall not be required to provide buyout/severance packages. Such discussions shall take place as far in advance as is practicable.

ARTICLE 19

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

All Employees shall be entitled upon retirement to receive a lump-sum payment (as supplemental compensation) in an amount equal to one-half payment for every full day of earned and unused accumulated sick leave (whether earned prior to or subsequent to the Initial Employment Date for Original Employees), as reflected on the MCIA's personnel records; provided however, that the amount of such lump sum payment shall not exceed \$15,000.00.

ARTICLE 20

PERSONNEL FILES

The MCIA and the Union agree that the MCIA may retain and utilize the personnel files in existence for Original Employees; provided however, that any disciplinary information (i.e., written reprimands, derogatory reports and/or unsatisfactory performance evaluations) entered in such personnel files prior to the Initial Employment Date (June 14, 1997) shall not be utilized by the MCIA with respect to any disciplinary actions to be taken, grievance proceedings to be held and/or performance evaluations to be undertaken subsequent to the Initial Employment Date.

Written reprimands or derogatory reports entered in an Employee's personnel file subsequent to the Initial Employment Date will not be considered by the MCIA with respect to disciplinary actions to be taken, grievance proceedings to be held and/or performance evaluations to be undertaken subsequent to the date of entry of such written reprimand or derogatory report if and when that Employee completes twenty-four (24) months of continuous service without further incidence of reprimand or derogatory report.

Unsatisfactory performance evaluations entered in an Employee's personnel file subsequent to the Initial Employment Date will not be considered by the MCIA with respect to disciplinary actions to be taken, grievance proceedings to be held or future performance evaluations if and when that Employee receives two (2) successive satisfactory performance evaluations within a twenty-four (24) month period.

Employees shall have the right to inspect their own individual personnel files upon request to the MCIA. The MCIA recognizes and agrees to permit this review and examination at any reasonable time. The Employee shall have the right to define, explain, or object, in writing, to anything found in his or her personnel file. This writing shall become a part of the Employee's personnel file.

ARTICLE 21

FAMILY LEAVE

The provisions of the Family and Medical Leave Act, 29 U.S.C. §2601 et. seq., and Family Leave Act, N.J.S.A. 34:11B-1 et seq., will apply to all eligible Employees. In addition, each eligible Employee may be entitled to up to an additional three (3) months of leave with paid medical benefits if approved by the Executive Director of the MCIA. Thereafter, the Employee may on written request, request an additional leave of six (6) months without paid benefits. Such extension shall be subject to the approval of the Executive Director of the MCIA.

ARTICLE 22

MILITARY LEAVE

Any Employee who is a member of the National Guard, Navy, Air National Guard, or a reserve component of any of the Armed Forces of the United States of America and is required to engage in field training as is authorized by law may take an unpaid leave of absence. Such unpaid leave of absence shall be in addition to use of any paid accrued and unused vacation leave. In such event, any affected Employee may return to his/her job/position at the end of the required military leave and such Employee will, for all purposes, be considered to be continuously employed by the MCIA during the period of such military leave.

ARTICLE 23

JURY DUTY

Any Employee called to serve as a juror shall be paid for the time served on the jury on the basis of such Employee's regular salary for a period of up to the first five (5) scheduled working days. Thereafter, the Employee will receive from the MCIA pay equal to the difference between the Employee's regular compensation and the amount of compensation provided by the Courts for such jury service.

ARTICLE 24

JOB VACANCY - JOB BIDDING

A. All vacancies, job openings and newly created jobs within the bargaining unit will be posted for a minimum of five (5) working days prior to filling. A copy of the posting shall be given to the applicable Local President. All notices shall contain pertinent information concerning the job, including pay, and shall remain posted for five (5) working days. If one or more bids are received and all things are equal, seniority shall prevail.

Current employees shall be given the opportunity to transfer to a new or different shift or job location. However, it is understood that on some occasions, the MCIA may have to hire a new employee on a particular shift or job location for the necessary period of time to meet the Roosevelt Care Center service requirements as required by the MCIA, but not to exceed a period of six (6) months prior to the Union employee being given the opportunity to transfer to a new shift or job location. If more than one (1) current employee requests a transfer to a new or different shift or job location, decisions concerning such transfer will be made on the basis of seniority, which shall mean date of hire.

B. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

C. The MCIA will present to and discuss with an Employee, or at his/her request, with his/her representative, the reasons for selecting an Employee of less seniority for a higher job on the basis of ability and qualification rather than on the basis of seniority.

The determination of abilities and qualifications of an Employee shall be made solely by the MCIA.

E. All new positions established by the MCIA for the Old Bridge location shall be filled first on a voluntary basis, by title, with seniority as the determining factor. In the event all new

positions cannot be filled on a voluntary basis, employees who would otherwise be displaced at the Edison location will fill the positions by title based on reverse seniority. For all employees reassigned on an involuntary basis into a new position other than their current title, the MCIA shall provide all necessary training required to perform the duties of the new title and provide the Employee with a salary comparable to their former title.

ARTICLE 25

RIGHTS AND PRIVILEGES OF THE UNION

- A. The MCIA agrees to make available to the Union all public information concerning the financial operations of the MCIA and Roosevelt Care Center, together with public information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the MCIA's Public Information Officer.
- B. Whenever any representative of the Union or any Employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss in pay.
- C. The Union will have the use of bulletin boards and mailboxes.
- D. The MCIA will provide the Union with a bulletin board to be used exclusively by the Union.
- E. The Personnel Department at Roosevelt Care Center will notify the Chief Steward(s) of the Union, in writing, by the tenth (10th) of each month, of all employees hired in the previous month.
- F. The Personnel Department at Roosevelt Care Center will notify the Union of any pending disciplinary action.
- G. The applicable Local President shall have copies of all MCIA personnel policies applicable to Roosevelt Care Center. Furthermore, all additions, changes and deletions shall be provided to the applicable Local President prior to the effective date of implementation.
- H. The MCIA recognizes and agrees that any time the work of the Union (or any portion thereof) is to be contracted or subcontracted, it will give the Union, in writing, its notice of its intent to solicit proposals or bids prior to the solicitation of same by the MCIA.

ARTICLE 26

SAFETY

The MCIA agrees to assure the safety and adequacy of all work areas and equipment provided for the Employee's use. Where safety equipment is provided, it is the responsibility of the Employee to utilize such equipment. Failure to use such safety equipment may be cause for disciplinary action.

The Union will be entitled to appoint one (1) member of the Union to the Safety Committee.

ARTICLE 27

MEALS

All Employees shall be provided with one-half hour ($\frac{1}{2}$ hour) per 7, 7.5 or 8 hour shift for meals without pay. The MCIA shall not provide free meals. Employees may purchase meals, if desired, at discounted rates. The MCIA shall pay, on the first regular pay-date following January 1st of each year during this Agreement, each full time Employee employed at Roosevelt Care Center and represented by the Union, a meal allowance of \$450. Part time employees working a minimum of three (3) shifts per week shall receive a prorated portion of the meal allowance. Such payment shall not be included in the Employee's base salary.

ARTICLE 28

MILEAGE

An allowance shall be paid to Employees using their personal automobiles in connection with services performed at the request of an authorized MCIA representative. Such mileage allowance shall be equal to the amount permitted by the Internal Revenue Service and shall be paid retroactively to the date that such per mile rate is established/ changed by the Internal Revenue Service.

ARTICLE 29

EMPLOYEE PHYSICALS

Except for state-mandated “PPD tests”, which shall be provided by the MCIA without cost to the Employees, no other physicals or medical procedures will be provided by the MCIA to the Employees.

ARTICLE 30

MANAGEMENT RIGHTS

All of the rights, power and authority possessed by the MCIA prior to the date of the signing of this Agreement are retained exclusively by the MCIA, subject only to such limitations as are specifically provided in this Agreement.

ARTICLE 31

SEMINARS, CONVENTIONS AND PROFESSIONAL ASSOCIATIONS

Any Employee attending a seminar, convention and/or professional association convention which is related to performance of their duties at Roosevelt Care Center or with respect to continuing education, if assigned or with the agreement of the Administrator, or his/her designee, shall be paid for the amount of time spent attending such seminar, as reflected on the Employee's time card. In addition, in such event, the MCIA shall pay (a) any applicable registration fee for such seminar, and (b) the out-of-pocket costs incurred by such Employee for meals up to an aggregate of thirty-five (\$35.00) dollars.

ARTICLE 32

REQUIRED LICENSURES

Any licensing of full time employees of the Union employed at Roosevelt Care Center (at the time of licensing) required by the State of New Jersey or the United States of America shall be paid for by the MCIA.

Full time Employees shall be entitled to membership in professional associations that are directly related to and conditional to receipt of required licenses. In such case, the dues for such professional associations shall be paid by the MCIA. The determination as to whether such memberships are required shall be made by the MCIA.

ARTICLE 33

EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will use its best efforts to assign an Employee returning from educational leave with the same shift worked by such Employee prior to commencement of the educational leave.

ARTICLE 34

TUITION AID

The MCIA shall establish a fund that, at the discretion of the Union, can be utilized to assist Employees attending institutions of higher learning or vocational/technical schools, as long as such educational activities relate to the jobs/positions held by such Employees at Roosevelt Care Center. The MCIA shall make an annual contribution to the fund in the aggregate amount of \$5,000 per year. Any amount not utilized during the year shall be carried forward to the next year, except that any funds not utilized, or not obligated to be utilized, that are remaining at the end of the contract (December 31, 2014) shall revert back to the MCIA. The Union will notify the Administrator on a periodic basis, of any distribution made from the fund and such notice shall set forth the name of the recipient of such distributions, the amount received and the purpose to which the distribution will be applied.

ARTICLE 35

UNION CONFERENCE DAYS

Thirty (30) days per year will be provided to Local 1065 for attendance by its designated members at Union conferences. Such designation shall be in writing and shall be executed by an authorized Union representative and whenever possible the notice will be given two weeks in advance. In addition, if requested in writing, Local 1065 shall be provided with up to sixty (60) additional days per year of unpaid leave for attendance by its respective officers or stewards at Union conferences.

ARTICLE 36

NO STRIKE OR LOCK-OUT

Neither the Union nor the Employee or the MCIA shall interfere, instigate, promote, sponsor, engage in or condone any strike, lockout, or concerted work stoppage. In the event that any Employee violates the terms of the no strike clause, the MCIA shall have the right to discharge or otherwise discipline such Employee for the breach of the no strike clause. The sole question shall be whether the Employee has engaged in the prohibited activity.

ARTICLE 37

COMPUTATION OR TYPOGRAPHICAL ERRORS

During the term of this Agreement, computation or typographical errors may be corrected from the date of determination. These errors may be corrected by the Union or by the MCIA by mutual consent retroactive to the date of occurrence.

ARTICLE 38

DURATION OF AGREEMENT

The term of this Agreement shall be effective as of January 1, 2010 and shall expire on December 31, 2014. Negotiations with respect to a new Collective Bargaining Agreement that will govern terms and conditions of employment after expiration of this Agreement shall commence (if requested in writing by either party) at least sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 2014.

ARTICLE 39

UTILIZATION OF "PER DIEM" EMPLOYEES

In developing and implementing a staffing plan for Roosevelt Care Center, the MCIA shall refrain from utilizing "per diem" personnel from outside employment agencies unless it has first attempted to satisfy such staffing requirements by utilizing MCIA employees. In this regard, the MCIA and the Union agree that if a staffing need arises, MCIA shall satisfy such staffing requirements in the following order of priority:

- First: MCIA part-time and MCIA "per diem" (provisional) employees;
- Second: MCIA full time employees through payment of overtime, if applicable;
- Third: "Per diem" personnel from outside employment agencies.

Notwithstanding the above, full time MCIA personnel shall, under all circumstances, be deemed to be senior to any part-time MCIA employees, MCIA "per diem" employees and/or "per diem" personnel obtained from outside employment agencies and such full time MCIA personnel shall be afforded preference for purposes of developing a staffing schedule over MCIA part-time employees, MCIA "per diem" employees and "per diem" employees from outside employment agencies.

ARTICLE 40

COVERAGE OF UNION MEMBERS UNDER PROFESSIONAL LIABILITY INSURANCE

The MCIA will include the appropriate employees represented by the Union and employed by MCIA at Roosevelt Care Center under the professional liability insurance maintained by Roosevelt Care Center.

ARTICLE 41

PARTICIPATION IN P.E.R.S. PENSIONS

As a public employer, the MCIA will participate in the Public Employee Retirement System (PERS) and the rules and regulations governing participation in such pension system (including employer-employee contributions) shall apply. The MCIA shall carry out all obligations imposed upon it to assure continued participation therein by all Employees. Among other things, the MCIA shall make such contributions to P.E.R.S. (including withholdings from Employees' paychecks) as required to maintain current eligibility. In addition, the MCIA shall make such withholdings from Employees' paychecks for purposes of purchasing life insurance policies through P.E.R.S. in the same manner and in the same amount as previously withheld by the County prior to June 14, 1997.

ARTICLE 42

UNIFORMS

A. The MCIA shall provide a uniform allowance in the amount of \$250 for all full time employees in the following titles:

-
-
- Building Maintenance Supervisor
- Building Maintenance Worker
- C.H.H.A.
- C.N.A.
- Cook
- Executive Chef
- Food Service Worker
- Heating and AC Mechanic
- Laundry Supervisor
- Laundry Worker
- Maintenance Repairer
- Receiving and Supply Clerk and Receiving and Supply Supervisor
- Security Officer and Supervising Security Officer
- Stationary Engineer and Chief Stationary Engineer
- Stock Clerk

B. The MCIA shall provide a uniform allowance in the amount of \$180 for all full time employees in the following titles:

- Administrative Assistant 3 (Ward Clerk)
- Certified Nursing Assistant Trainer
- Food Service Supervisors (Dietitian, Sr. Dietitian & Food Service Manager)

C. The uniform allowance will be paid to part-time employees on a pro-rata based on the Employee's regularly scheduled hours per week over a forty (40) hour work week.

D. This payment shall be paid annually during the term of this Agreement in the first regular payroll in January of each year, beginning in January 2010.

E. In the event an Employee's uniform is destroyed during the course of business, the MCIA will reimburse the Employee for the cost of replacement. This shall not be utilized for replacing uniforms that need to be replaced as a result of the normal wear and tear on the job.

ARTICLE 43

SUCCESSORSHIP

The MCIA hereby agrees (and shall cause the County to abide by such agreement) that Roosevelt Care Center shall not be sold or leased unless the agreement of sale or lease expressly provides that the new owner or lessee shall recognize the Union as the duly authorized representative of the Employees employed at Roosevelt Care Center holding the positions/titles set forth on Exhibit 1 attached hereto, and that the terms and conditions set forth in this Agreement shall continue in full force and effect until termination hereof.

ARTICLE 44

EXISTING LAW

The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal laws or administrative regulations.

ARTICLE 45

PETTY CASH POLICY

Petty cash is available in the Business Office and is used for postage, transportation and emergency purchases of a minor nature. Notwithstanding the foregoing, petty cash cannot be used in a manner that circumvents the purchasing policies and procedure of the MCIA.

The following procedure shall be used to obtain petty cash:

1. Obtain approval of Administration Officer of the Department.
2. Present the request and Administrative approval to the Business Office.
3. If an advance is requested, the amount of the required advance will be disbursed and receipts and change (if any) will be returned to the Business Office by the Employee.
4. If moneys have been spent without an advance, the receipt (together with the Administrative approval) should be presented to the Business Office in order to obtain reimbursement.

ARTICLE 46

SAVINGS CLAUSE

It is mutually understood and agreed that benefits enjoyed as of the expiration of this Agreement shall remain in effect until such time as a renewal or replacement Collective Bargaining Agreement is executed, unless otherwise mutually agreed to (in writing) by the MCIA and the Union.

ARTICLE 47

LABOR MANAGEMENT

A labor management committee consisting of two (2) members of the local of the Union will meet on a quarterly basis with the Administrator, or his/her designee, to discuss improvements and procedures in resident care. However, any changes to be made will be determined by the Administration.


ARTICLE 48

SEASONAL EMPLOYEES (SUMMER HELP)

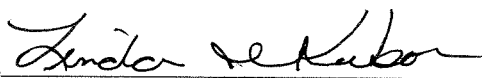
Indirect benefits for seasonal employees will be limited to Worker's Compensation and those benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, medical, dental, prescription, vision or other benefits provided hereunder for full-time or part-time employees or any other indirect contractual benefits.

IN WITNESS WHEREOF, the parties intending to be legally bound under and in accordance with the terms of this Agreement, hereby set their hands as of the first day of January, 2010.

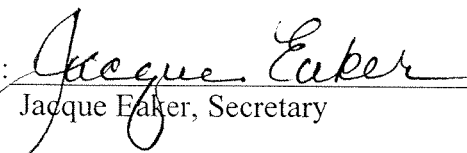
**MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

By: 
Leonard J. Roseman, Chairman

**COMMUNICATION WORKERS OF
AMERICA**

By: 

ATTEST

By: 
Jacque Eaker, Secretary

davmcia/ rcccwa2010
01/14/11
02/23/11