

---

---

AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

PROFESSIONAL NURSES AND HOSPITAL PERSONNEL  
HEAD NURSES AND SUPERVISORY DIVISION  
DIVISION OF U.P.I.U., LOCAL NO. 1564, AFL-CIO, CLC

---

---

Agreement  
 by and between  
 Middlesex County Improvement Authority  
 and  
 Professional Nurses and Hospital Personnel  
 Division of United PaperWorkers International Union,  
 AFL-CIO, CLC and its U.P.I.U. Local 1564

Preamble .....	1
Article 1 NON-DISCRIMINATION .....	2
Article 2 RECOGNITION .....	3
Article 3 AUTHORIZED REPRESENTATIVES .....	4
Article 4 WAGES .....	6
Article 5 HOURS OF WORK .....	10
Article 6 BREAKS .....	11
Article 7 OVERTIME .....	12
Article 8 MERIT INCREASES - PROMOTIONS - NEW EMPLOYEES .....	13
Article 9 SEASONAL EMPLOYEES (SUMMER HELP) .....	14
Article 10 MEDICAL BENEFITS .....	15
Article 11 HOLIDAYS .....	18
Article 12 PERSONAL DAYS .....	20
Article 13 BEREAVEMENT .....	21
Article 14 VACATIONS .....	22
Article 15 SICK LEAVE .....	24
Article 16 YEARLY SICK TIME BUY OUT .....	26

Article 17	LONGEVITY .....	27
Article 18	DISCIPLINE BY DISCHARGE; GRIEVANCE PROCEDURE .....	28
Article 19	PART TIME EMPLOYEES .....	30
Article 20	ECONOMY LAYOFFS .....	31
Article 21	ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT .....	32
Article 22	PERSONNEL FILES .....	33
Article 23	MATERNITY LEAVE .....	35
Article 24	MILITARY LEAVE .....	36
Article 25	JURY DUTY .....	37
Article 26	JOB VACANCY - JOB BIDDING .....	38
Article 27	RIGHTS AND PRIVILEGES OF THE UNION .....	39
Article 28	SAFETY .....	40
Article 29	MILEAGE .....	41
Article 30	EMPLOYEE'S PHYSICALS .....	42
Article 31	NURSE PRACTICE COMMITTEE .....	43
Article 32	MANAGEMENT RIGHTS .....	44
Article 33	SEMINARS .....	45
Article 34	REQUIRED LICENSURES .....	46
Article 35	RULES OF THE MCIA .....	47
Article 36	EDUCATIONAL LEAVE .....	48
Article 37	TUITION REIMBURSEMENT .....	49
Article 38	UNION CONFERENCE DAYS .....	50

Article 39	NO STRIKE OR LOCK-OUT .....	51
Article 40	COMPUTATION OR TYPOGRAPHICAL ERRORS .....	52
Article 41	CONTRACTING OR SUBCONTRACTING .....	53
Article 42	DURATION OF CONTRACT .....	54
Article 43	COVERAGE OF UNION MEMBERS UNDER MALPRACTICE LIABILITY INSURANCE .....	55
Article 44	PARTICIPATION IN P.E.R.S. ....	56
Article 45	RECOGNITION OF SOLOMON AS AUTHORIZED AGENT OF MCIA .....	57

**PREAMBLE**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 1999, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (hereinafter known as the "MCIA") and the **PROFESSIONAL NURSES AND HOSPITAL PERSONNEL UNION, DIVISION OF U.P.I.U., LOCAL NO. 1564, AFL-CIO, CLC, HEAD NURSES AND SUPERVISORY DIVISION** (hereinafter known as the "Union").

WHEREAS, the Union has been selected as the bargaining agent by the Employees to be defined, in accordance with Chapter 303 of the 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 Laws of 1968; 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, 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;

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 establish the following terms and conditions which shall govern the activities of the parties and all affected Employees.

## ARTICLE 1

### NON-DISCRIMINATION

The MCIA is committed to basing judgments concerning Employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any Employee because of race, sex, age, nationality, religion, marital status, handicap, political or Union affiliation. 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 exclusive bargaining agent for the Professional Nurses and Hospital Personnel, Supervisory Division, Local No. 1564, AFL-CIO, employed by the MCIA at Roosevelt Care Center, Middlesex County ("Roosevelt Care Center") in the following job titles. All other titles are excluded.

#### Title

Supervisors of Nurses

Unit Manager

Hospital Utilization Review Coordinator

Staff Development Coordinator

Hospice Supervisor

Part-time Employees shall receive benefits as indicated herein.

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 this bargaining unit. 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 (the "Employer Employee Relations Act").

## ARTICLE 3

### AUTHORIZED REPRESENTATIVES

Authorized representatives of the Union, with the Supervisor's permission, shall have the right to enter upon the premises of Roosevelt Care Center during working hours for the purpose of bargaining negotiations and grievance procedures relative to enforcement of this Agreement, so long as such visits do not interfere with proper service to the public or on-going workday schedules. 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 MCIA and to the Roosevelt Care Center Personnel Office, a list of duly elected Stewards as of the first day of the current contract year, and shall provide the MCIA and the Roosevelt Care Center Personnel Office with any modifications to such list.

(A) 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 per authorization card 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. Deduction of the Union dues made pursuant thereto shall be remitted by the MCIA to the United Paperworkers International Union (U.P.I.U.), AFL-CIO, CLC, for the calendar month for which such deductions were made.

(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 1st or July 1st (effective as of the aforesaid date). This request must be made in writing to the President of the Union and the MCIA, with a copy to the Roosevelt Care Center Personnel Office.



(C) Union Security: Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join the Union within thirty (30) days of initial employment with the MCIA, and any Employee previously employed by the County or the MCIA at Roosevelt Care Center who does not join the Union within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the MCIA by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Union; provided however, that no modification is made in this provision by a successor agreement between the Union and the MCIA. For the purposes of this provision, Employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

It is understood that the Union has a provision in the International Constitution which provides a procedure whereby a person paying a fee under an Agency Shop Agreement may obtain a rebate for that portion of his fee which is used for partisan, political, or ideological purposes.

## ARTICLE 4

### WAGES

(A) Base Salary. Effective July 1, 1997, Employees represented by the Union and employed by MCIA as of June 14, 1997 (the "Initial Employment Date") (such Employees are hereinafter referred to as "Original Employees") will receive a base salary equal to their then current salary as of June 14, 1997, as set forth in the MCIA's offer of employment to such Employee (and acceptance thereof) as well as the appropriate increases as set forth in Section B below.

Any person employed by the MCIA after June 14, 1997 (such Employees are hereinafter referred to as "New Employees") will receive a base salary for the applicable existing bargaining unit position as set by the MCIA but which shall not exceed either the base salary or base hourly rate currently being paid to any bargaining unit Employee. New Employees shall be entitled to all salary increases as appropriate and as provided in Section B below.

Original Employees and New Employees are collectively referred to herein as the "Employees".

(B) Salary Increases.

The base salaries payable to all Employees hereunder will be increased during the term of this Agreement as set forth below.

Effective July 1, 1997*	4%
Effective July 1, 1998	3%
Effective July 1, 1999	4%
Effective July 1, 2000	2%
Effective July 1, 2001	2%

\*Of the four percent (4%) increase in base wages effective July 1, 1997, one percent (1%) of such increase shall be applied retroactively to June 14, 1997 for original Employees and the date of hire for new Employees.

(C) Promotional Adjustment. Whenever a bargaining unit Employee is promoted or reassigned to another bargaining unit position or title, the promotional adjustment (if any) paid shall not result in the Employee receiving more in a new base salary or new base hourly rate than is currently being paid to any other Employee in the same position or title.

(D) Establishment of Pay Periods. Payroll will be made on a semi-monthly basis. Employees working during the period from the 1st to the 15th day of each month will be paid on the 20th day of such month. Employees working during the period from the 16th day to the last day of each month will be paid on the 5th day of the following month.

(E) Differentials.

(1) Shift Differential. A shift differential shall be paid to Employees working from 3:00 p.m. to 11:30 p.m. and from 11:00 p.m. to 7:30 a.m., as follows:

<u>Shift</u>	<u>Period</u>	<u>Amount (\$/hr.)</u>
3-11:30 p.m.	July 1, 1997 to June 30, 2000, inclusive	\$ .50/hr.
	July 1, 2000 to June 30, 2002, inclusive	\$ .75/hr.
11 p.m.-7:30 a.m.	July 1, 1997 to June 30, 2000, inclusive	\$ .75/hr.
	July 1, 2000 to June 30, 2002, inclusive	\$1.00/hr.

(2) Weekend Differential. A differential shall be paid to Employees working on a Saturday or Sunday as follows:

<u>Period</u>	<u>Amount</u>
July 1, 1997 to June 30, 2000, inclusive	\$ .75/hr.
July 1, 2000 to June 30, 2002, inclusive	\$1.00/hr.

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 on Monday for the shift beginning at 11:00 p.m. on Sunday night.

Employees working on the weekends shall be entitled to both weekend differential as well as shift differential as provided in subsection (1) above.

(F) Court Attendance Time by Subpoena. Any Employee attending Court in a Roosevelt Care Center related matter who is summoned to court by the MCIA shall be paid for such time at the applicable rate of pay, except where Employee is the plaintiff.

(G) In addition to the salaries set forth above, all Original bargaining unit Employees who were employed by the County as of December 31, 1995 and remained in continuous employment with the County and then the MCIA thereafter up through and including June 14, 1997, shall receive a payment of \$1,000.00, not on base, in lieu of any retroactive pay. Any bargaining unit Employee employed by the County as of December 31, 1995 but who left County employment at any time between that date and June 14, 1997, shall receive a payment of \$500.00 prorated to reflect the actual time of service during that period. Such payments shall be made upon the signing of this Agreement.

(H) Bargaining unit Employees who are designated participants in the SANE (Sexual Assault Nurse Examiner) program shall be paid \$35.00 per hour for time spent in court outside their regularly scheduled hours of work. If required to be on standby, they shall receive \$30.00 a day for such time on standby. If called in on a case, they shall receive \$50.00 per case during working hours

or \$100.00 per case during non-working hours.

## ARTICLE 5

### HOURS OF WORK

(A) General. Employees shall work eight (8) hour shifts as follows:

7:00 a.m. to 3:30 p.m.

3:00 p.m. to 11:30 p.m.

11:00 p.m. to 7:30 a.m.

During such 8-hour shift, each Employee will be entitled to thirty (30) minutes for a meal without pay. In the event that an Employee is required to work through the 30 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), each such Employee will be paid for such 30-minutes (or portion thereof) at time and one-half (1-1/2) their base wage.

Time worked will be verified by the Employee's time card. Each Employee shall not leave work until all documentation required to be completed with respect to the activities occurring during the completed shift (and any other required documentation) has been completed. The form and content of such required documentation shall be agreed to by Solomon Health Group, LLC ("Solomon"), the MCIA's management contractor for Roosevelt Care Center, and the Union.

The above hours are to remain in effect until mutually changed.

(B) Punctuality. It is understood that all Employees will be punctual on starting times, taking of and returning from rest periods, lunch periods, and quitting times. Any Employee not observing working hours as stated shall be subject to disciplinary action.

## **ARTICLE 6**

### **BREAKS**

All Employees working their regular scheduled (8 hour) shifts shall receive two (2) fifteen (15) minute breaks.

## ARTICLE 7

### OVERTIME

(A) General.

All Employees shall be expected to complete their work in the time allotted for the normal working day. Any Employees scheduled to work beyond the forty (40) hour work week will be paid time and one-half (1 ½) their base wages for the amount of hours worked in excess of forty (40) hours per week. The entitlement to overtime shall be determined by hours paid, not solely by hours worked. Employees shall have the option to be paid for overtime worked or to receive compensatory time at the overtime rate. A request to use compensatory time must be submitted in advance and approval is subject to the staffing needs of the facility, but shall not be unreasonably withheld.

(B) Call Back Time.

If an Employee is called back to work after completion of a normal shift or work day, such Employee shall receive a minimum of two (2) hours pay at time and one half (1 ½) of their base pay. The callback begins when an Employee reports to work and ends when the Employee leaves work (in each case as reflected on the Employees's time card).

(C) Standby Pay. The following rates shall be applicable for Hospice Nurses on standby duty:

Weekdays	-	\$15.00 per day
Weekends	-	\$30.00 per day
Holidays	-	\$45.00 per day



## ARTICLE 8

### MERIT INCREASES

(A) Merit Increases: It is understood and agreed that pursuant to the intent of the New Jersey Employer Employee Relations Act (NJSA 34:13A-1 et seq.), all wage increases are limited to the negotiated amounts set forth in this Agreement or as otherwise negotiated.

## **ARTICLE 9**

### **SEASONAL EMPLOYEES (SUMMER HELP)**

Indirect benefits will be limited to Workmen's Compensation and those other benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization, and dental benefits, or any other indirect contractual benefits.

## ARTICLE 10

### MEDICAL BENEFITS

(A) Traditional Coverage. All Original Employees and Original Employees' eligible family (as defined by the Middlesex County Health Insurance Fund) shall be covered by traditional medical coverage and major medical coverage. All full-time New Employees and their eligible family shall be entitled to receive the same medical coverage as provided for Original Employees; however, such persons shall contribute through payroll deduction ten percent (10%) of the cost of such medical coverage and major medical coverage.

At such time as the contracts for medical coverage presently in effect through the Middlesex County Health Insurance Fund expire and new contracts are negotiated and executed by the Health Insurance Fund, the MCIA will negotiate any such changes resulting from such new contracts with the Union. Equivalent coverage shall be provided in all respects.

(B) Health Maintenance Organization (HMO). Three (3) Health Maintenance Organizations will be available to all eligible Employees as an alternate to traditional medical coverage, and Major Medical. The MCIA will contribute the same amount toward HMO coverage as is contributed toward traditional coverage (as provided in (A) above). In the event that HMO coverage is elected, the Employee may be subject to a payroll deduction or an additional payroll deduction, if applicable, depending upon the type of coverage elected.

(C) Dental Plan. MCIA will provide dental coverage for all full-time Employees that is substantially equivalent to or superior to the coverage provided by the County of Middlesex, New Jersey (the "County") for County Employees as of June 13, 1997 and the coverage currently provided. With respect to all eligible Employees (and eligible Employees' families) that are Original Employees, the cost of such dental coverage shall be shared between the Employee and the MCIA

on the same basis that such costs were shared between the County and such Employee prior to the Initial Employment Date.

With respect to all eligible Employees (and eligible Employees' families) that are New Employees, the cost of such dental coverage shall be shared between the Employee and the MCIA on the same basis that such costs were shared between the County and Employees prior to the initial Employment Date. In addition to the foregoing, with respect to New Employees, an additional ten per centum (10%) of the cost of such Dental Plan shall be paid by such New Employee through payroll deduction.

(D) Drug Prescription Plan. All eligible Employees and their eligible families will be covered by Drug Prescription Program. With respect to Original Employees, the cost of the Drug Prescription Program shall be paid by the MCIA; however, there will be a co-pay of \$3.00 per prescription drug to be paid by the Employee for non-generic drugs and the co-pay for generic drugs will be \$0. With respect to New Employees, ten per centum (10%) of the cost of such Drug Prescription Plan shall be paid by such New Employee (through payroll deduction) and there will be a co-pay of \$5.00 per prescription drug for non-generic drugs and \$1.00 per prescription drug for generic drugs, in each case, to be paid by the Employee.

(E) Vision Care Program. All full-time Employees who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible Employees shall be entitled to one (1) reimbursement during a two (2) year period. The reimbursement will be limited to the following allowances:

- eye examination - \$50.00
- lenses and frames or contact lenses - \$60.00

This total reimbursement shall not exceed \$110.00 during a two (2) year period.

The Vision Care Program shall apply only to the Employee and not to an Employee's family members.

With respect to Original Employees, the cost of the Vision Care Program shall be paid by the MCIA. With respect to New Employees, the reimbursement to such Employees shall be reduced by ten per centum (10%) of the cost of such Vision Care Program reimbursement, to the extent used by the Employee.

(F) New Jersey State Temporary Disability Program. The MCIA will participate in the New Jersey State Temporary Disability Insurance Program. Contributions will be made in accordance with law.

(G) Retiree Coverage. The MCIA shall pay the cost to continue medical insurance benefits, including major medical coverage, as well as drug prescription benefits for all full-time Employees (and their eligible dependants) who retire from MCIA and have 25 years of service credit in PERS, or retire on a disability pension. The benefits shall be provided on the same terms as provided to active Employees as set forth above.

## ARTICLE 11

### HOLIDAYS

The paid holiday schedule will be as follows:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Full-time Employees shall observe and be paid for holidays in accordance with the MCIA's posted observance schedule for such holidays. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. All full-time Employees working on a holiday will receive time and one half for all hours worked plus holiday pay for the holiday, paid at straight time. Holiday hours shall not exceed a standard shift of eight (8) hours. All Part-time Employees shall receive time and one-half (1-1/2) of their regular pay for working on a holiday. 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.

All full-time Employees scheduled off on a holiday shall receive their regular time rate and no compensatory day.

Any hours paid for at over-time rates shall not be pyramided or used again for computing other overtime pay in excess of the normal work week or for any other pay.

It is agreed to and understood that Employees will be subject to working the scheduled day

before and the scheduled day after the holiday in order to qualify for holiday pay. Exceptions to this provision will be authorized absences and verifiable illness.

## ARTICLE 12

### PERSONAL DAYS

All full-time Employees shall receive two (2) paid personal days per year which shall be available to be used at the beginning of each calendar year. Part-time Employees shall not be entitled to any paid personal days. Personal days may not be carried over to the following year. Any personal days accrued and earned but unused by any Employee while employed by the County shall be carried forward and recognized by the MCIA for all Original Employees; provided however, that such accrued and earned but unused personal days shall be used by the Employee on or prior to December 31, 1998 or they will be forfeited. If an Employee that was previously employed by the County is subsequently employed by the MCIA as a New Employee, no accrued and unused personal days accrued while employed by the County prior to the Initial Employment Date will be recognized by the MCIA.

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.



## **ARTICLE 13**

### **BEREAVEMENT**

All full-time Original Employees shall be entitled to receive a maximum of three (3) days leave with pay in the event of the death of his/her spouse, child, parent, brother, sister, grandparent or grandchild. New full-time Employees shall be entitled to these benefits after ninety (90) continuous days of employment.

It is understood and agreed that bereavement leave will be communicated to the Department Head by the Employee and said Employee shall be granted up to three (3) days leave of absence consisting of the working days next following the day of death or the time of bereavement. Leave will be allowed to be taken within a ten (10) day period at the discretion of the Employee with a prior notification to his/her Department Head. 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.

The Employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) days.

## ARTICLE 14

### VACATIONS

Employees that are Original Employees shall accrue and be granted paid vacation leave from and after July 1, 1997 and may utilize such vacation leave as same is accrued. Employees that are New Employees shall not be granted paid vacation leave until completion of one (1) full year of continuous employment with the MCIA. Vacation leave will, however, be accrued by such New Employees during such initial year of employment but may not be taken until the end of the first year of employment. 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

Part-time Employees 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.

The vacation year shall begin January 1. Vacation requests should be submitted by May 1 in order that the vacation schedule for the year can be prepared. In order to exercise seniority preference, vacation requests must be submitted prior to May 1. After May 1, requests to use remaining vacation time may be submitted at any time but will only be granted if staffing permits. All vacation requests shall be submitted in writing and notification of approval or disapproval shall be provided in writing to the Employee within three (3) days of receipt of the request.

Any vacation approved by the County prior to the Initial Employment Date shall be honored by the MCIA. In such event, such vacation may be taken by an Employee without pay if a sufficient amount of vacation leave has not been accrued by such Employee hereunder prior to the date of such previously approved vacation. Any vacation taken without pay, as described above, shall not be deemed to be an absence from work for disciplinary or performance evaluation purposes.

Vacation days earned and accrued and unused by any Employee while employed by the County shall be carried forward and recognized by the MCIA for all Original Employees; provided however, that such earned and accrued but unused vacation days shall be used by the Employee on or prior to June 14, 1999 or such accrued and unused vacation days will be forfeited. If an Employee that was previously employed by the County is employed by the MCIA as a New Employee, no accrued but unused vacation days will be recognized by the MCIA.

"Years of Service" for purposes of determining the amount of vacation shall include all years of service by the Employee with the County of Middlesex, at Roosevelt Care Center.

(A) If separation of employment occurs before the end of the year and more vacation days have been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay. If, however, the Employee has earned vacation which has not been used, the Employee shall be paid for such earned, unused time.

## ARTICLE 15

### SICK LEAVE

Original Employees are entitled to use previously accrued and unused sick time earned while employed by the County prior to the Initial Employment Date and such Employees shall also earn paid sick leave at the rate of 6.7 hours per month (i.e. 10 days per year). New Employees shall not be granted paid sick leave until completion of ninety (90) days of continuous employment. Thereafter, they shall also be entitled to earn sick leave at the rate of 6.7 hours per month (10 days per year).

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.

Unused sick days shall accumulate from year to year.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the Employee's final pay.

Days lost due to injury or illness arising out of or caused by MCIA employment for which the Employee has a claim for workers' compensation, which has been approved by the appropriate MCIA authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether an injury or illness results from the Employee's working conditions, an Employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the Employee will be re-credited to the

Employee and the sick leave injury will be retroactive to the date which is determined as the effective date by the MCIA.

Paid holiday occurring during a period of sick leave shall not be charged to sick leave.

## ARTICLE 16

### 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 earned and credited 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 credited and not used during the last year to a maximum of (a) five (5) days pay for sick days credited but not used by Original Employees while employed by the County, and carried forward to employment by the MCIA as of the Initial Employment Date, and (b) one (1) day's pay for every three (3) days for sick time credited during the current calendar year but not used from and after the Initial Employment Date, up to a maximum of three (3) days.

At time of sick leave purchase, any remaining sick days not bought out will be carried forward by the MCIA and credited to the Employee.

Employees must have used less than five (5) days of sick leave earned during the then current calendar year in order to qualify for participation in the yearly sick-time buy-out program for such calendar year.

Part-time workers, scheduled to work less than twenty-four (24) hours per week, will be credited with sick days and their eligibility for buy-out on a pro rata basis. When cashing in fractions, they will be rounded out to the nearest one-half ( $\frac{1}{2}$ ) day.

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 succeeding year.

## ARTICLE 17

### LONGEVITY

Original Employees shall be credited with all years of continuous service prior to June 14, 1998 by the Employee with the County of Middlesex at Roosevelt Care Center for the purpose of determining eligibility for longevity payments as set forth below. All Employees shall be entitled to longevity payments beginning with the completion of their eighth year of service pursuant to the schedule set forth below:

<u>Years of Service</u>	<u>% of Base Pay</u>
9-15 years	2% (\$600 maximum)
16-20 years	5% (\$1500 maximum)
21+ years	7% (\$2100 maximum)

For the purposes of determining the proper number of "years of service" in the above table, the date of hire by the County for employment of Roosevelt Care Center shall be utilized for Original Employees and the date of hire by the MCIA for employment at Roosevelt Care Center shall be utilized for New Employees. Such longevity payments shall be paid on and after the first day of the ninth (9th) year of employment (with the County, for Original Employees, and with the MCIA for New Employees).

## ARTICLE 18

### DISCIPLINE OR DISCHARGE; GRIEVANCE PROCEDURE

No Employee will be disciplined or discharged without just cause.

Any alleged violation of the collective bargaining agreement, or any dispute with regard to its meaning or application may constitute a grievance. Disputes concerning matters involving 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. Any Employee wishing to process his or her own grievance may do so, but no settlement shall be made inconsistent with the terms of this Agreement and the Union shall be informed of the final outcome.

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

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 Director of Nursing's response is due. The Administrator shall respond to the Employee in writing within five (5) working days.

Step 3. If the grievance remains unresolved by the Administrator or unanswered, it shall be sent in writing by the Employee representative to the Executive Director of the MCIA, within seven (7) working days after the response of the Administrator at Step 2 is due. The Executive Director of the MCIA, or his 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 Executive Director or his or her designee within five (5) working days after receiving the answer



from the MCIA Executive Director or his/her designee.

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 Executive Director or his/her designee. Unless otherwise agreed to the FMCS shall serve as the arbitrator for any grievance to be submitted for arbitration. The decision of the arbitrator shall be final and binding on the parties.

## ARTICLE 19

### PART TIME EMPLOYEES

Part-time Employees means any Employee who is normally scheduled to work less than twenty-four (24) hours per week and shall not include seasonal Employees. For purposes of this Agreement, Employees who are regularly scheduled to work between twenty-four (24) hours and thirty-nine (39) hours per week shall be considered full time Employees and shall be entitled to the same benefits under this Agreement as all full time Employees but on a prorated basis, calculated on the percentage of hours normally scheduled to work as compared to forty (40) hours per week, except there shall be no proration for health, dental, prescription or vision benefits.

Part-time Employees who are Original Employees and their eligible family members shall be entitled to receive (at the sole cost of MCIA) traditional medical coverage or health maintenance organization coverage as described in Article 10 on the same basis as full-time Employees. Such Employees shall not however be entitled to receive any dental, drug prescription plan or vision care coverage.

Part-time Employees who are New Employees shall not be entitled to receive any medical coverage, dental, drug prescription plan or vision care coverage.

All part time Employees shall receive one and one half (1 ½) times their regular pay for working on a holiday and shall also be entitled to receive shift differential and/or weekend differential as provided elsewhere in this Agreement.

## **ARTICLE 20**

### **ECONOMY LAYOFFS**

No layoffs for reasons of economy will be made during the period from the Initial Employment Date to, but not including, September 14, 1997. Thereafter, the MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center. Such layoffs shall be made on the basis of merit/performance evaluations (past and current as of time of layoff decision). In the event that two (2) or more individuals receive relatively equivalent merit/performance evaluations, such economic layoff decisions as to such Employees will be implemented on the basis of inverse order of seniority.

## ARTICLE 21

### 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, which is credited to him/her on the MCIA's employment records; provided however, that the amount of such lump sum payment shall not exceed \$15,000.

## ARTICLE 22

### 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 actions and/or unsatisfactory performance evaluations in existence prior to the Initial Employment Date shall not be utilized by the MCIA or any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center 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 or any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center 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 after the Initial Employment Date will not be considered by the MCIA or any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center 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. Written reprimands or derogatory reports shall be shown to the Employee before they become part of the Employee's personnel file.

## ARTICLE 23

### MATERNITY LEAVE

(A) The provisions of the Family and Medical Leave Act ("FMLA"), 29 U.S.C. §2601 et seq. shall apply to all Employees. In addition, each eligible Employee will be entitled to up to twelve (12) months unpaid leave after accrued and unused sick leave and vacation leave have been used for family and medical leave.

(B) Upon an Employee's return from leave, whether within the period provided by the FMLA or at the end of such additional time as provided by Paragraph (a) above, the Employee will maintain the characterization of employment, i.e. Original Employee or New Employee as was in effect as of the date the leave commenced.

## **ARTICLE 24**

### **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 for the United States and is required to engage in field training as is authorized by law, such Employee may take a military leave of absence without pay for the period of such training. Such leave of absence shall be in addition to any 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 25**

### **JURY DUTY**

Any Employee called to serve as a juror, shall be paid their regular rate of pay for the time spent on jury duty up to a maximum of ten (10) working days.

## ARTICLE 26

### JOB VACANCY - JOB BIDDING

In the event that the MCIA finds the need for or plans a newly created job within the bargaining unit the MCIA will (or cause any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center to) notify the president of the Union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job and shall remain posted for five (5) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

With reference to filling vacancies, Employees in the line of work involved shall have first consideration in order of seniority provided the Employee is qualified to perform the job.

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

If an Employee is laid off and subsequently the position is recreated, the laid off Employee shall have the right of first refusal to the recreated position.

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

## ARTICLE 27

### RIGHTS AND PRIVILEGES OF THE UNION

(A) The MCIA agrees (and shall cause any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center to agree) to make available to the Union all public information concerning the MCIA together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the MCIA's Personnel Director at Roosevelt Care Center.

(B) The Union local president shall have copies of all Roosevelt Care Center and MCIA Personnel Policies supplied by the MCIA (or any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center, acting on its behalf). Furthermore, all additions, changes and deletions shall be provided to the local president prior to the effective date of implementation.

(C) Whenever any Representative of the Union or any Employee is scheduled by the parties (or by any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center, acting on MCIA's behalf) to participate in negotiations or grievance procedures, he/she shall suffer no loss in pay.

(D) The Union will have the use of designated bulletin boards to disseminate Union information.

## **ARTICLE 28**

### **SAFETY**

The MCIA agrees to cause any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center to assure the safety and adequacy of all work areas and equipment provided for the Employees. 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 appoint one (1) member of the Union to the Safety Committee.

## **ARTICLE 29**

### **MILEAGE**

Mileage reimbursement shall be paid to Employees using their personal automobiles in connection with services performed at the request of an MCIA authorized representative. Such mileage reimbursement shall be made at the applicable rate established by the Internal Revenue Service, as amended from time to time. In addition, Employees shall be reimbursed for authorized expenses incidental thereto such as tolls and parking, so long as appropriate documentation is submitted.

## **ARTICLE 30**

### **EMPLOYEE'S PHYSICALS**

Any physical examination, test, treatment, or medical procedure required by the MCIA shall be provided at no cost to the Employee.

## ARTICLE 31

### NURSE PRACTICE COMMITTEE

A Nurse Practice Committee consisting of four (4) members of the nursing staff will meet on a monthly basis with the Nursing Director. The Committee will have two (2) agendas:

1. One for discussion of issues affecting practice;
2. One for discussion of improvements and procedure in patient care.

Changes to the agenda may be made by either party if such changes represent a comparable substitute for or supplement to the foregoing provisions. In such event, the appropriate party shall provide prior written notice of such changes to the other party.

## **ARTICLE 32**

### **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 33**

### **SEMINARS**

In the event that an employee is required (by the Administration) to attend a seminar, the time spent at such seminar will be considered to be time worked by such Employee. If such amount of time, when added to the other hours worked by such Employee exceeds 40 hours, the Employee will be entitled to overtime.

## ARTICLE 34

### REQUIRED LICENSURES

The MCIA shall pay the fees for any State of New Jersey required licenses for all bargaining unit Employees employed at Roosevelt Care Center at the time the cost is incurred.

## **ARTICLE 35**

### **RULES OF THE MCIA**

All rules and regulations promulgated by the MCIA (or any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center, acting on its behalf) will be observed by the Employees.

## ARTICLE 36

### EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will cause any contractor retained by the MCIA for the purpose of operating and/or maintaining Roosevelt Care Center to provide an Employee returning from educational leave with their same shift. However, the foregoing shall not constitute a guarantee that the Employee will be able to return to the same shift.

## ARTICLE 37

### TUITION REIMBURSEMENT

The MCIA agrees to establish a fund that, at the discretion of the Union, can be utilized to assist Employees attending institutions of higher learning, as long as such educational activities relate to the nursing profession and the purpose of nursing care at Roosevelt Care Center.

The MCIA shall make an annual contribution to the fund in the aggregate amount of \$5,000 per year and any unused monies in any one year shall accumulate from year to year without limitation and may be used by the Union as appropriate.

The Union shall notify the MCIA, on an annual basis, of any distribution made from the fund and such notice shall set forth the name of the recipient of such distribution, the amount received and the purpose to which the distribution will be applied.

## ARTICLE 38

### UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted ten (10) aggregate days per calendar year to attend a Union conference or convention. If attended during scheduled working days, the Union shall request these days at least one (1) week in advance. It is also understood that the total cost in salary of five (5) aggregate days will be the Union's responsibility and five (5) days will be paid by the MCIA. Unused days may be accumulated and carried over from year to year up to a maximum of four (4) years so that they may be used at times (i.e. union convention years) when most needed subject to reasonable staffing needs of the facility.

It is further agreed to and understood that one (1) Union Executive Board member on the 3:00 p.m. to 11:30 p.m. shift will be excused from his/her normal work duties, with pay, for a period not to exceed three (3) hours, six (6) times per calendar year for the purpose of attending union meetings.

## **ARTICLE 39**

### **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 person violates the terms of the no strike clause, the MCIA shall have the right to discharge or otherwise discipline such person for the breach of the no strike clause. The sole question shall be whether the Employee has engaged in the prohibited activity.

## **ARTICLE 40**

### **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 Union or by the MCIA by mutual consent retroactive to the date of occurrence.



## ARTICLE 41

### CONTRACTING OR SUBCONTRACTING

The MCIA recognizes and agrees that any time the work of the bargaining unit is to be contracted or subcontracted, it will give the Union notice of its intent in writing prior to soliciting proposals or bids.

## **ARTICLE 43**

### **COVERAGE OF UNION MEMBERS UNDER MALPRACTICE LIABILITY INSURANCE**

The MCIA will cause any contractor retained by the MCIA for the purpose of operating and/or maintaining the Roosevelt Care Center to include the bargaining unit Employees employed by MCIA at Roosevelt Care Center under the malpractice liability insurance for Roosevelt Care Center.

## **ARTICLE 44**

### **PARTICIPATION IN P.E.R.S.**

As a public employer, the MCIA will participate in the Public Employee Retirement System. 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 contribution 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 45

### RECOGNITION OF SOLOMON AS AUTHORIZED AGENT OF MCIA

The Union hereby acknowledges that the MCIA has entered into a Lease and Management Agreement, dated as of May 14, 1997, with Solomon under which the MCIA has designated Solomon as its authorized agent for the management, administration, operation and maintenance of Roosevelt Care Center. Except to the extent otherwise expressly notified by the MCIA, the Union hereby acknowledges and agrees that certain of the MCIA's duties and obligations under this Collective Bargaining Agreement may (in the sole discretion of the MCIA) be performed by Solomon. Notwithstanding such delegation of responsibility to Solomon, the MCIA shall remain liable for satisfaction of all of the terms and conditions contained in this Agreement.

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 July, 1997.

**MIDDLESEX COUNTY IMPROVEMENT  
AUTHORITY**

**PROFESSIONAL NURSES AND  
HOSPITAL PERSONNEL UNION,  
HEAD NURSES AND SUPERVISOR  
DIVISION, DIVISION OF U.P.I.U.,  
LOCAL 1564, AFL-CIO, CLC**

By: *Leonard J. Rosen*  
Chairman

By: *Colleen Bagin*  
Name: President

Attest:

*Ralph Mocchi*  
Ralph Mocchi, Secretary

By: *Vici PMS*  
Name: *Ysw Suite*

By: *T. P.*  
Name: *Patricia P. Adams*

*Rec. Sec.*  
*Blanca E. Alexander*  
*International Representative*  
*Peter Oliver / CB*