AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ON BEHALF OF USW LOCAL 4-149

TABLE OF CONTENTS

									<u>PAG</u>	E NO.
PREAMBLE	E						٠			2
ARTICLE 1	NON-DISCR	IMINA	TION							3
ARTICLE 2	RECOGNITI	ON			•					4
ARTICLE 3	AUTHORIZE	ED REP	RESEN	VITATIV	/ES				•	5
ARTICLE 4	WAGES	•	•			•				7
ARTICLE 5	HOURS OF V	WORK	•	•						10
ARTICLE 6	BREAKS		•	•					٠	12
ARTICLE 7	OVERTIME			•						13
ARTICLE 8	HEALTH BE	NEFITS	S.						•	14
ARTICLE 9	HOLIDAYS		•							18
ARTICLE 10	PERSONAL I	DAYS	•						•	20
ARTICLE 11	BEREAVEMI	ENT						•	•	21
ARTICLE 12	VACATIONS			•				•		22
ARTICLE 13	SICK LEAVE	•						•		24
ARTICLE 14	INTENTIONA	LLY O	MITTE	ED						25
ARTICLE 15	DISCIPLINE (OR DIS	CHAR	GE; GR	IEVAI	NCE PR	OCED	URE		26
ARTICLE 16	PART TIME E	MPLO`	YEES					•		28
ARTICLE 17	ECONOMIC L	AYOFI	FS							29

ARTICLE 18 ACCUMULATED S	SICK TI	ME PA	YOFF	UPON				
RETIREMENT	•	•			•	•	•	30
ARTICLE 19 PERSONNEL FILES	S .			٠	•			31
ARTICLE 20 MATERNITY LEAV	/E/FAN	AILY L	EAVE	•				32
ARTICLE 21 MILITARY LEAVE			٠					33
ARTICLE 22 JURY DUTY .		•	•			•		34
ARTICLE 23 JOB VACANCY - JO	OB BID	DING						35
ARTICLE 24 RIGHTS AND PRIV	ILEGES	S OF TH	HE UN	ION				36
ARTICLE 25 SAFETY .	•	•					•	37
ARTICLE 26 MILEAGE .		•	•				•	38
ARTICLE 27 EMPLOYEE'S PHYS	SICALS				•	•	•	39
ARTICLE 28 NURSE PRACTICE (СОММ	ITTEE						40
ARTICLE 29 MANAGEMENT RIC	GHTS							41
ARTICLE 30 SEMINARS .	•					•		42
ARTICLE 31 REQUIRED LICENSI	URES				•	•		43
ARTICLE 32 RULES OF THE MCI	A		•		•			44
ARTICLE 33 EDUCATIONAL LEA	VE				•			45
ARTICLE 34 TUITION REIMBURS	SEMEN	T .						46
ARTICLE 35 UNION CONFERENCE	E DAY	'S .						47
ARTICLE 36 NO STRIKE OR LOCK	K-OUT							48
ARTICLE 37 COMPUTATION OR	ТҮРОС	GRAPH.	ICAL I	ERROR	LS			49

ARTICLE 38	CONTRACTING OR SUBCON	TRACTI	NG	•	•		50	
ARTICLE 39	DURATION OF CONTRACT					•	51	
ARTICLE 40	COVERAGE OR UNION MEM LIABILITY INSURANCE .						52	
ARTICLE 41	PARTICIPATION IN P.E.R.S.						53	
ARTICLE 42	SUCCESSORSHIP						54	
ARTICLE 43	STATE OF EMERGENCY/INCL	EMENT	WEAT	HER			55	

PREAMBLE

THIS AGREEMENT made as of the 1st day of January, 2014, 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 UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ON BEHALF OF USW LOCAL 4-149, formerly Local 4-1564, (hereinafter referred to as the "Union").

WHEREAS, the Union has been selected as the bargaining agent by Employees of the MCIA working in the supervisory nursing division at Roosevelt Care Center at Edison and Roosevelt Care Center at Old Bridge (collectively, "Roosevelt Care Center") 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.

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, creed, sex, age, nationality, religion, marital status, sexual or affectional orientation, handicap, political or Union affiliation, color, national origin, ancestry, gender identity or expression or disability. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

RECOGNITION

The Union is hereby designated as the exclusive bargaining agent for the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of Local 4-149, employed by the MCIA at Roosevelt Care Center, Middlesex County ("Roosevelt Care Center") in the following job titles. All other titles are excluded.

Title

Coordinator Patient Discharge Planner

Clinical Coordinator - Long Term Care

Clinical Coordinator - SubAcute

Clinical Coordinator - Alzheimers

External Case Manager, RN

External Case Manager, LPN

MDS Clinical Coordinator

RNAC

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 in the Supervisory Nursing division 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").

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 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 shall be made biweekly and shall be remitted by the MCIA to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Secretary-Treasurer of the USW for the pay period 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) <u>Union Security:</u> 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 who resigns from the Union in accordance with Article 3(B) hereinabove, 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 or her fee which is used for partisan, political, or ideological purposes.

WAGES

(A) Wages for Calendar Year 2014

Effective on and retroactive to January 1, 2014, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase of the Employee's base wage rate.

(B) Wages in Calendar Year 2015

Effective on January 1, 2015, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase of the Employee's base wage rate.

(C) Wages effective January 1, 2016

Effective on January 1, 2016, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase of the Employee's base wage rate.

(D) Wages effective January 1, 2017

Effective on January 1, 2017, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase of the Employee's base wage rate.

(E) Wages shall be based on a forty (40) hour work week. All employees are considered salaried, working eight (8) hour days Monday through Friday.

- (F) <u>Promotional Adjustment.</u> 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.
- (G) Establishment of Pay Periods. Payroll will be made every two (2) weeks.

(H) Differentials.

(1) <u>Shift Differential.</u> 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:

Shift	Amount (\$/hr.)
3:00 - 11:30 p.m.	\$2.50 /hour
11:00 p.m 7:30 a.m.	\$2.75 /hour

(2) <u>Weekend Differential</u>. A differential shall be paid to Employees working on a Saturday or Sunday in the amount of \$2.50 per hour.

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.

- (I) <u>Court Attendance Time by Subpoena.</u> 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 the Employee is the plaintiff.
- (J) <u>CPR Trainer.</u> Employees performing the duties of a CPR Trainer will receive out of title pay of Three Dollars (\$3.00) per hour (not in base) for every hour worked performing those duties.

HOURS OF WORK

(A) General. Employees shall work five (5) eight (8) hour shifts per week Monday through Friday. During such eight (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 thirty (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 thirty (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.

- (B) <u>Punctuality.</u> 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.
- (C) <u>Designated Hours of Work.</u> The specific hours of work for Employees within the following job titles are as follows:

Clinical Coordinator - Long Term Care, Sub Acute, Alzheimers

8 hour day, 5 day week, Monday through Friday

hours: 7:00 a.m. to 4:30 p.m. or unless otherwise agreed upon and contingent on the needs of the unit.

RNAC

8 hour day, 5 day week, Monday through Friday

hours: 7:00 a.m. to 4:30 p.m. or unless otherwise agreed upon and contingent on the needs of the facility.

Coordinator - Patient Discharge Planner

8 hour day, 5 day week, Monday through Friday

hours: 8:00 a.m. - 4:30 p.m. or unless otherwise agreed upon and contingent upon the needs of the facility.

External Case Manager - RN, LPN

8 hour day, 5 day week, Monday through Friday

hours: 8:00 a.m. - 4:30 p.m. or unless otherwise agreed upon and contingent on the needs of the facility.

MDS Clinical Coordinator

8 hour day, 5 day week, Monday through Friday

hours: 8:00 a.m. - 4:30 p.m. or unless otherwise agreed upon and contingent upon the needs of the facility.

BREAKS

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

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 (1-1/2) 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 (1-1/2) 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 Employee's time card).

HEALTH BENEFITS

- Chapter 78 Required Contributions. Commencing January 1, 2014, except as may be otherwise specifically set forth in this Article 8, all full-time and part-time Employees will, at a minimum, be required to make a percentage contribution toward the cost of their health coverage premiums for medical, prescription and dental benefits in accordance with the provisions of Chapter 78 of the Public Laws of 2011 of the State of New Jersey ("Chapter 78") and/or Chapter 2 of the Public Laws of 2010 ("Chapter 2") (as applicable and collectively, "Health Benefits Contributions"). Full-time and part-time Employees entitled to Health Benefits with a date of hire prior to January 1, 2014 will contribute toward the cost of their health coverage starting at year one of the charts contained in Chapter 78, progressing to years two, three and four of the charts during the term of this Agreement or will make a Chapter 2 contribution (equal to 1.5% of the annual pensionable base salary), whichever amount is greater. Full-time and part-time Employees entitled to benefits with a date of hire on or after January1, 2014 will contribute toward the cost of their health coverage starting at year four of the charts contained in Chapter 78 or will make a Chapter 2 contribution, whichever amount is greater. The Chapter 78 charts are attached as Schedule A.
- (B) <u>Health Insurance Coverage.</u> All Employees and Employees' eligible family members (as defined by the Middlesex County Joint Health Insurance Fund ""MCJHIF") shall be covered by medical coverage and major medical coverage. All Employees and Employees' eligible family members (as defined by MCJHIF) who currently are enrolled in traditional medical coverage may continue to be enrolled in traditional medical coverage ("Traditional Plan").

Major medical coverage for eligible Employee's and eligible family members shall also continue to be supplied. Traditional medical coverage is no longer offered to Employees who are not currently enrolled in the Traditional Plan. Health Maintenance Organizations or the Health Care Choice Plan coverage will be made available by the MCIA to all other eligible Employees. Employees hired prior to May 1, 2010 have the option of enrolling in any medical plan made available to all eligible Employees by the MCIA but such Employees shall make the required Health Benefits Contributions. Employees hired on or after May 1, 2010 will be provided a base medical and major medical coverage plan determined by the MCIA as the most cost effective ("Base Plan"). If an Employee hired on or after May 1, 2010 chooses to be covered by any plan other than the Base Plan, the Employee shall be responsible for payment of any additional cost of the selected plan over the cost of the Base Plan in addition to the Employee's required Health Benefit Contributions. The difference in cost between the Base Plan and the selected plan as well as the payment of the Health Benefit Contributions will be paid by the Employee through a payroll deduction. At such time as the contracts for medical coverage presently in effect through MCJHIF expire and new contracts are negotiated and executed by MCJHIF, the MCIA will negotiate any such changes which results in a decrease in coverage to collective bargaining with the Union. Equivalent coverage will be provided.

- (C) <u>Dental Plan.</u> MCIA will provide dental coverage for all Employees that is substantially equivalent to or superior to the coverage currently provided by the MCIA. All Employees will be required to make Health Benefits Contributions toward the cost of their dental coverage.
- (D) <u>Prescription Drug Plan.</u> All eligible Employees and their eligible family members will be covered by a Drug Prescription Program provided by the MCIA. All Employees will make

Health Benefits Contributions toward the cost of the coverage of such Drug Prescription Program. In addition to the Health Benefits Contributions, all Employees are required to pay a co-payment of \$10.00 per prescription drug for standard brand non-generic drugs and to pay a co-payment of \$5.00 per prescription drug for generic drugs.

(E) <u>Vision Care Program.</u> All eligible full-time Employees 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

The total reimbursement shall not exceed \$110.00 ("Total Reimbursement") during a two (2) year period. The Vision Care Program shall apply only to the Employee and not to an Employee's family members. Eligible part-time Employees hired prior to September 1, 2005 and regularly scheduled to work a minimum of thirty-two (32) hours per week will receive 90% of the Total Reimbursement. Eligible part-time Employees hired on or after September 1, 2005 and regularly scheduled to work a minimum of thirty-two (32) hours per week will receive eighty percent (80%) of the Total Reimbursement. Eligible part-time Employees hired prior to September 1, 2005 and regularly scheduled to work a minimum of twenty-four (24) to thirty-two (32) hours will receive eighty (80%) of the Total Reimbursement and those hired on or after September 1, 2005 will receive sixty (60%) of the Total Reimbursement.

(F) <u>New Jersey Temporary Disability Program.</u> The MCIA will provide disability insurance through the participation in the New Jersey State Temporary Disability Insurance Program in

accordance with P.L.1980,c.18. State law requires contributions to such program from both the employer and employee. Employee contributions to such program shall be made through payroll tax deductions.

(G) Retiree Coverage. The MCIA agrees to provide medical insurance benefits, including major medical coverage, as well as drug prescription benefits (excluding vision coverage and dental coverage) for all full time Employees (and their eligible dependents, if any, but only for those dependents who are dependents at the time of such retirement) who retire from the MCIA and have twenty-five (25) years of service credit in PERS, or all full-time Employees who retire on a disability pension (who were in the employment of the MCIA on or prior to August 3, 2011). For all full-time Employees hired after August 3, 2011, the Employee also will be required to have their last ten (10) years of service with the MCIA as well as twenty-five(25) years' service credit.

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 of the 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 overtime 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.

Clinical Coordinators and RNACs will not be scheduled on an observed holiday unless extenuating circumstances require it.

PERSONAL DAYS

All full time Employees shall receive four (4) 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 and will be lost if not used in the year earned.

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. Employees will not request the use of personal days during the time period of December 15th to December 31st of any year except in the event of an emergency.

BEREAVEMENT

All full time Employees shall be entitled to receive a maximum of four (4) days leave with pay in the event of the death of his/her spouse or child. Three (3) days with pay are allowed for full-time employees in the event of the death of a parent, brother, sister, grandparent, or grandchild, mother-in-law or father-in-law. 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 four (4) days leave of absence (as set forth above) 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 four (4) or three (3) days, as applicable.

VACATIONS

Employees shall not be granted paid vacation leave until completion of the probation period of ninety (90) days. After successful completion of this probation period, the Employee will receive three (3) paid vacation days and thereafter, during the first year of employment, will receive one paid vacation day per month, (to a maximum of ten (10) days or prorated part thereof for the year). All Employees shall accrue paid vacation leave based upon the following schedule:

Years of	Amount of
Service	<u>Vacation</u>
0 - 5 years	10 days
6 - 10 years	15 days
11-15 years	20 days
16-20 years	25 days
21 + years	30 days

Employees with less than ten (10) years of service may take up to five (5) days of unpaid vacation leave per year if all other vacation leave for the year has been exhausted.

Vacation cannot be carried over into a succeeding year without the express written permission of the Department Head and then only up to one (1) year can be carried over. Any unpaid vacation leave not carried over pursuant to the forgoing will be lost if not used.

Part time Employees who are regularly scheduled to work twenty-four (24) hours or more per week 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. Part time Employees regularly scheduled to work less

than twenty-four (24) hours per week shall not be entitled to any vacation leave.

The vacation year shall begin January 1. Vacation requests should be submitted by January 1 in order that the vacation schedule for the year can be prepared. In order to exercise seniority preference, vacation requests must be submitted by January 1. After January 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 at least ten (10) days prior to the requested vacation date. Notification of approval or disapproval shall be provided in writing to the Employee within three (3) days of receipt of the request.

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.

SICK LEAVE

Employees shall not be granted paid sick leave until completion of ninety (90) days of continuous employment. Thereafter, they shall be entitled to sick leave at the rate of eight (8) hours per month for a total of twelve (12) sick 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 14 INTENTIONALLY OMITTED YEARLY SICK TIME BUY OUT

DISCIPLINE OR DISCHARGE; GRIEVANCE PROCEDURE

No Employee will be disciplined by discharge 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 Office of Human Resources within ten (10) working days of its occurrence. The Director or Assistant Director of the Human Resources Department, as applicable, 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 DON's office or Director or Assistant Director of the Human Resource Department'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, or his/her designee, within seven (7) working days after the response of the Administrator at 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 Executive Director or his/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, <u>PERC</u> 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.

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. Such Employees shall not be entitled to any benefits. Part time Employees who are regularly scheduled to work at least twenty-four (24) hours per week, 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.

All part time Employees shall receive one and one half (1-1/2) 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.

ECONOMIC LAYOFFS

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. Employees with more seniority may "bump" Employees with less seniority within the same job title at either Roosevelt Care Center facility but such Employee shall maintain their current salary. Prior to any layoff, the Union will be provided with as much notice as possible, but not less than forty-five (45) days.

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.

PERSONNEL FILES

Written reprimands or derogatory reports entered in an Employee's personnel file 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 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.

MATERNITY LEAVE / FAMILY LEAVE

The provisions of the Family and Medical Leave Act ("FMLA"), 29 U.S.C.§2601 et seq. and the Family Leave Act ("FLA") shall apply to all Employees. In addition, each eligible Employee may be entitled to up to an additional three (3) months of leave with paid benefits if approved by the Executive Director of the MCIA. Additionally, at the end of the twelve (12) weeks FMLA/FLA and additional three (3) months leave with paid benefits, the Employee may on written request, request an additional leave of six (6) months without paid benefits. Such leave extension shall be subject to approval of the Executive Director of the MCIA. The MCIA shall not require Employees to exhaust unearned annual sick time while on sick leave or a leave resulting from an initial FMLA qualifying event and such Employee shall have the option of electing to use such unearned annual sick time.

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, 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.

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.

JOB VACANCY - JOB BIDDING

In the event that the MCIA finds the need for or plans a newly created job within the bargaining unit or in the event of a vacancy in an existing job title, 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 Chief Shop Steward of the Union and promptly post the job for bid on appropriate bulletin boards visible to all employees at Roosevelt Care Center. Note: Jobs not in a bargaining unit will also be posted to afford interested employees to express interest in being considered for the position. At least two (2) bulletin boards shall be placed at the facility. 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. The determination of ability and qualifications of an Employee shall be made by the MCIA.

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.

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 for information necessary for the Union to process any grievance or complaint shall be made through the MCIA's Human Resources Department at Roosevelt Care Center. All requests for public information concerning the MCIA shall be provided to the MCIA Government Records Custodian.
- (B) The Union Chief Steward shall be provided with 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.

SAFETY

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 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.

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. If a vehicle is available, with a Supervisor's permission, the Employee may use a Roosevelt Care Center vehicle. 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. Mileage reimbursement shall be subject to the terms of Roosevelt Care Center's administrative Travel Expense Reimbursement Policy, as the same may be amended from time to time.

EMPLOYEES PHYSICALS

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

NURSE PRACTICE COMMITTEE

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

- 1.1 One for discussion of issues affecting practice;
- 1.2 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.

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.

SEMINARS

In the event that an Employee is required (by the Administration) to attend a seminar or receives approval for such attendance at a seminar, the time spent at such seminar will be considered hours worked by such Employee. The Employee shall not be required to use vacation, sick or personal time to attend the seminar so long as the conference or seminar is a full day seminar/conference. If, however, the seminar/conference is one half of a working day or four (4) hours or less, the Employee must return to work for the remainder of the day or use vacation, sick or personal time if such Employee does not return to work after the seminar/conference.

Available seminars will be posted by the MCIA.

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. The MCIA shall also pay the fingerprinting fee required for licensing.

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.

EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will and 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.

TUITION REIMBURSEMENT

The MCIA agrees to establish a fund that, at the discretion of the Education Committee 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 or social work 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 Education Committee of the Union as appropriate. The payment shall be made by the MCIA by January 30th of each year provided that proper documentation of the prior year's expenditure has been submitted to the MCIA.

The Education Committee of 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. The report will be in a format prescribed by the Administrator.

UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted twenty (20) aggregate days per calendar year to attend Union conferences or conventions. 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 ten (10) aggregate days will be the Union's responsibility and ten (10) 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.

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.

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.

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.

DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2014 until December 31, 2017 and shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than 120 days nor no later than sixty (60) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. All of the provisions of this Agreement shall remain in full force and effect until a successor Agreement is entered into.

Notwithstanding the date of ratification by the Union or approval by the MCIA, the provisions of Article 4 Section A and B concerning Wages and Article 8 concerning Health Benefits Contributions, shall be retroactive to January 1, 2014.

COVERAGE OF UNION MEMBERS UNDER MALPRACTICE LIABILITY INSURANCE

The MCIA will and 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.

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 eligible 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 withheld at the time of this Agreement.

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 in this Agreement. The terms and conditions set forth in this Agreement shall continue in full force and effect during its term. The MCIA agrees that in the event it builds a new facility or establishes an operation by purchase, merger, transfer or lease within a seventy-five (75) mile radius of the present facilities covered by this Agreement, then this Agreement shall apply to the new operation.

STATE OF EMERGENCY/INCLEMENT WEATHER

- (A.) A State of Emergency shall be deemed a State of Emergency only when an appropriate County of Middlesex or State of New Jersey directive has been issued by the proper authority restricting travel on public roadways in the County of Middlesex to emergency personnel and confirmed by the Executive Director of the MCIA. The State of Emergency begins at the time of day it is declared.
- (B.) In the event of a State of Emergency, the following shall apply:
 - 1.) All Employees assigned to RCC are deemed essential employees and are expected to report to work.
 - 2.) Any Employee who calls out may use a vacation, sick or personal day if available. If no time is available, the Employee will not receive Pay for the day.
 - 3.) Employees have a one (1) hour grace period from start of shift. Employees shall use their own available time if arriving later than one (1) hour.
 - 4.) If transportation is provided to the Employee by Roosevelt Care Center or the County of Middlesex, then the Employee shall be paid from the start of the shift.

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, 2014.

MIDDLESEX COUNTY IMPROVEMENT **AUTHORITY**

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ON BEHALF OF USW LOCAL 4-149

Leonard J. Roseman, Chairman	
Attest:	
Jacque Eaker, Secretary	

By: Loo W. Meral
Leo W. Gerard
Title: International President
By: Stanley Johnson
Title: International Secretary/Treasurer
By: Thomas Company
Thomas Conway Title: Vice President, Administration
By: Fallick D. Ralmond
Fred Redmond Title: Vice President, Human Affairs
By: John E. Shin
John Shinn Title: <u>Director</u> , <u>District # 4</u>
By: Wilhard to Spie
Michael Fisher
Title: Staff Representative

NEGOTIATING COMMITTEE, LOCAL

vice President

davmcia/rooslocal4-149 2014

-56-

UNION # 4-1564

Title:

Ken Gole€

President

JOB TITLE COO	RDINATOR, PAT	TENT DISCHAF	RGE PLANNER	
JOB CODE R-22	(40 hours)			
JOB DESIGNATION	Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT Admis	ssions			
REPORTS TO Admis	ssions Director			
POSITIONS				
SUPERVISED None				

JOB SUMMARY:

Under direction oversees the resident discharge process for the Sub-Acute Unit and performs the work involved in providing needed social assistance.

ESSENTIAL JOB FUNCTIONS:

Participates and takes the lead in the utilization review process for the Sub-Acute Unit and prepares residents for discharge.

Performs insurance reviews and issues the cut letters for Medicare clients.

Participates with the staff relevant to diagnosis and the design of effective treatment plans.

Provides social services to assist residents in the adjustment to their environment.

Reviews cases of admissions and interviews patients to assure that certifications are in accordance with hospital criteria.

Reviews records, data and information to assure that re-certifications are in accordance with needed extended care.

Analyzes and evaluates data bearing on social and/or emotional problems residents are experiencing in properly adjusting to various situations.

Prepares residents for discharge and utilizes family and community resources.

OTHER JOB DUTIES:

Attends required inservice and other training and development.

Prepares records and reports.

Does related work as required.

COORDINATOR, PATIENT DISCHARGE PLANNER

BASIC COMPETENCIES EDUCATION:

Possession of a Masters Degree in Social Work from an accredited facility.

Oı

Possession of an LPN or RN license from The New Jersey Department of Health and Human Resources.

Ability to read, write, speak and understand English sufficiently to perform the job.

EXPERIENCE:

Four years of professional social casework experience or four years of experience in clinical nursing which shall have included experience in the admission and discharge process.

Roosevelt Care Center

JOB TITLE	CLINICAL C	OORDINATO	R- LTC	
JOB CODE	R-25 (40 hou	ırs)		
JOB DESIGNATION	Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT	NURSING			
REPORTS TO	Director of Nur	rsing		
POSITIONS SUPERVISED			PN's, CNA's, Ward Cler	´ 1
SOI EKVISED	Social Workers	, Recreation Wo	rkers, or other assigned	Personnel

JOB SUMMARY:

Under direction of the Director of Nursing is responsible for the clinical and operational management of the unit(s) assigned on a 24/7 basis to assure that the highest standards of practice for nursing and resident care are maintained in accordance with all Federal, State, and local laws and regulations and the policies and practices of the facility.

ESSENTIAL JOB FUNCTIONS:

Supervises the Nursing and support staff in providing professional care and treatment to the residents.

Provides direct care to residents and supervises the Social Work & Recreational Programs for residents.

Oversees the MDS process and assures that the services are applied in a timely and effective manner.

Supervises the interdisciplinary care process to assure effective and efficient delivery of service.

Personally audits charts to assure that the documentation is appropriate and complies with applicable regulations.

Oversee the execution of patient care programs i.e.: wound management, restorative care, dietary programs, and other specialized services such as Park & Dine Program.

Oversees and implements improvement activities and corrections such as pharmacy audits.

Oversees and inspects the unit(s) to assure that the facilities are orderly, clean and are being operated safely, effectively and efficiently, that the workload is evenly and fairly distributed and that the staff is present and providing prompt services to the residents assigned.

Clinical Coordinator- LTC)

Coordinates staff education needs and assures that staff training is in compliance with facility and departmental standards and directives.

Through personal inspections, reports and conferences ensures that all shifts are functioning in compliance with department standards.

Maintains staff compliance with assignments through use of the performance appraisal process and the use of the disciplinary process.

Manages client satisfaction with respect to patient and family concerns and complaints.

Initiates and participates in programs to improve the quality and delivery of client services.

Maintains and provides appropriate records and reports and collects statistical data and other material for operational, administrative and regulatory purposes. Reports furnished to management accurately and on a timely basis.

Conducts regular staff meetings.

OTHER JOB DUTIES:

Takes the lead in, attends and participates in in-service training programs as well as professional conferences and seminars maintaining currency with developments in the profession.

Maintains departmental policies and procedures, objectives, quality assurance and programs, safety, environmental and other infection control standards.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

Current and valid NJ licensure as an RN

BS in nursing from an accredited institution of higher learning. (Master degree is preferred)

Ability to read, write, speak and understand English sufficiently to perform the job.

EXPERIENCE:

Five years of experience in clinical nursing with at least two years of supervision of staff, including RNs.

Roosevelt Care Center

JOB TITLE	CLINICAL C	COORDINATO	R- Sub-Acute	
JOB CODE	R-25 (40 hou	rs)		
JOB DESIGNATION	Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT	NURSING			
REPORTS TO	Director of Nu	rsing		
POSITIONS	Asst. Admin. N	Jursing, RN's, LF	PN's, CNA's, Ward Cle	rks,
SUPERVISED	Social Workers	, Recreation Wo	rkers, or other assigned	Personnel

JOB SUMMARY:

Under direction of the Director of Nursing is responsible for the clinical and operational management of the unit(s) assigned on a 24/7 basis to assure that the highest standards of practice for nursing and resident care are maintained in accordance with all Federal, State, and local laws and regulations and the policies and practices of the facility.

ESSENTIAL JOB FUNCTIONS:

Supervises the staff of the sub-acute resident units in providing professional care and treatment.

Handles the day to day clinical functioning and management of the Sub-Acute Unit.

Oversees the Social Workers and Recreation Workers to assure maximum resident benefit.

Participates in quality assurance/quality improvement and assists in the development and operation of the QA program, Wound Care Program, and Pain Management Program. Makes rounds with the IDC team as it pertains to wound care, pain management, positioning, etc.

Schedules necessary staff around the clock in accordance with the approved table of organization utilizing the central staffing office, and where the table of organization needs to exceeded, works with the DON on staffing issues.

Participates in IDC meetings.

Rates subordinate performance and plans, controls, and arranges for mandatory and optional training and development.

Regulates and governs the staff with respect to holiday, sick and vacation usage to maximize staff.

Works with the Unit Staff, MDS Staff and the Billing Office to effectuate accurate, complete and timely accounting for resident expenses and services.

Liaisons with service providers such as Housekeeping, Laundry, Dietary, Rehabilitation, Maintenance and Security to ensure efficient and effective service levels for residents and staff.

Clinical Coordinator- Sub-Acute

Communicates job expectations and behavioral standards to employees and initiates progressive disciplinary measures when necessary.

Maintains departmental and unit records, reports, and charts and collects statistical and informational data for administrative and regulatory purposes.

OTHER JOB DUTIES:

Attends and participates in in-service training and development programs.

Maintains departmental policies and procedures, objectives, quality assurance and programs, safety, environmental and other control standards.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

BS in Nursing from an accredited institution

BLS/ALS Certification preferred

Current NJ license as an RN is required

Ability to read, write, speak and understand English sufficiently to perform the job.

EXPERIENCE:

Four years of experience in Acute Care Nursing with at least two years of supervision of staff, including RN's.

One year experience in a Sub-Acute setting in a management role is preferred.

Roosevelt Care Center

JOB TITLE	CLINICAL C	COORDINATO	R- ALZHEIMERS	
JOB CODE	R-25 (40 hou	rs)		:
JOB DESIGNATION	Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT	NURSING			
REPORTS TO	Director of Nu	rsing		
POSITIONS	Asst. Admin. N	Jursing, RN's, LF	N's, CNA's, Ward Cler	rks,
SUPERVISED			rkers, or other assigned	· 1

JOB SUMMARY:

Under direction of the Director of Nursing is responsible for the clinical and operational management of the unit(s) assigned on a 24/7 basis to assure that the highest standards of practice for nursing and resident care are maintained in accordance with all Federal, State, and local laws and regulations and the policies and practices of the facility.

ESSENTIAL JOB FUNCTIONS:

Supervises the staff of the Alzheimer's resident units in providing professional care and treatment.

Handles the day to day clinical functioning and arrangement of the Alzheimer's Unit.

Participates in care conferences and participates with family members and other service providers in the admission, care and discharge process.

Participates in quality assurance/quality improvement and assists in the development and operation of the QA program, wound care program, and pain management program. Makes rounds with the IDC team as it pertains to wound care, pain management, positioning etc.

Schedules necessary staff around the clock in accordance with the approved table of organization utilizing the central staffing office; where the table of organization needs to be exceeded, works with the Director of Nursing or designee on staffing issues.

Rates subordinate performance and plans, controls, and arranges for mandatory and optional training and development.

Participates in IDC team meetings.

Participates with the Director of Nursing in the hiring and separation of assigned staff.

Regulates and governs the staff with respect to holiday, sick, and vacation usage to maximize staff utilization and to ensure compliance with union contracts and facility regulations.

Clinical Coordinator- Alzheimer's

Oversees the Social Workers and Recreation Workers to assure maximum resident benefit.

Workers with Unit Staff, MDS Staff, and the Business Office to effectuate accurate, complete and timely accounting for resident expenses and services.

Liaisons with other service providers such as Housekeeping, Laundry, Dietary, Rehabilitation, Maintenance and Security to ensure efficient and effective service levels for residents and staff.

Communicates job expectations and behavioral standards to employees and initiates progressive disciplinary measures when necessary.

Assists with respect to the Alzheimer Program, in providing data and assistance to the NJ Health Department in their inspection and survey process.

Maintains Unit records, reports and charts and collects statistical and informational data for administrative and regulatory purposes.

OTHER JOB DUTIES:

Attends and participates in in-service training and development programs.

Attends seminars and meetings in order to stay current with the new practices and procedures.

Maintains departmental policies and procedures, objectives, quality assurance and programs, safety, environmental and other control standards.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

BS in Nursing from an accredited institution

BLS Certification

Current New Jersey license as an RN is required

Ability to read, write, speak and understand English sufficiently to perform the job.

EXPERIENCE:

Four years of experience in the nursing care of Alzheimer residents, with at least two years of supervision of staff, including RN's.

JOB TITLE	EXTERNAL CASE	MANAGER	(RN)	
JOB CODE	R-24 (40 hours)			
JOB DESIGNATIO	N Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT	ADMISSIONS			
REPORTS TO	Admissions Directo	or		
POSITIONS				
SUPERVISED	None			

JOB SUMMARY:

Under direction and general supervision coordinates with referral sources for new residents and evaluates perspective residents to ensure proper placement, high quality care and optimum use of hospital beds, facilities and programs.

ESSENTIAL JOB FUNCTIONS:

Liaisons with hospitals and other sources of referral, regarding potential residents.

Reviews cases of potential admissions, interviews patients and reviews records in order to make recommendations for certification in accordance with hospital criteria.

Collects and records data and information needed to certify care at a proper level of care.

Reviews all cases where the necessity of extended stay is in question and reports on findings to the supervisor.

Conducts surveys, compiles statistical and other data and prepares reports and records.

Speaks and otherwise communicates with residents, families, clinical staff, client organizations and other groups to impart information concerning the RCC operation.

OTHER JOB DUTIES:

Attends and participates in in-service programs as well as professional conferences and seminars and maintains currency with practices and developments in the profession.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

Ability to read, write, speak and understand English sufficiently to perform the job.

Diploma or Degree in Nursing from an accredited institution

Current New Jersey Licensure as an RN

EXPERIENCE:

Two years of experience in Clinical Nursing and dealing with the Admission and Discharge processes.

JOB TITLE E	EXTERNAL CASE MA	NAGER (LPN)		
JOB CODE F	R-22 (40 hours)			
JOB DESIGNAT	ION Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[]	[]	[X]
DEPARTMENT	ADMISSIONS			
REPORTS TO	Admissions Director			
POSITIONS				
SUPERVISED	None			

JOB SUMMARY:

Under direction and general supervision assists in the coordination of referral sources for new residents and evaluates perspective residents to ensure proper placement, high quality care and optimum use of hospital beds, facilities and programs.

ESSENTIAL JOB FUNCTIONS:

Liaisons with hospitals and other sources of referral, regarding potential residents.

Reviews potential admissions, interviews patients and reviews records in order to make recommendations for certification in accordance with hospital criteria.

Collects, records and reviews information needed to certify care at a proper level with supervisor.

Reviews all cases with the supervisor for possible acceptance to the facility.

Assists in conducting surveys, compiles statistical and other data and prepares reports and records.

Speaks and otherwise communicates with residents, families, clinical staff, client organizations and other groups to impart information concerning the RCC operation.

OTHER JOB DUTIES:

Attends and participates in in-service programs as well as professional conferences and seminars and maintains currency with practices and developments in the profession.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

Ability to read, write, speak and understand English sufficiently to perform the job.

Current New Jersey Licensure as an LPN

EXPERIENCE:

Four years of experience in Clinical Nursing with at least two years dealing with the admissions and discharge process.

JOB TITLE	MDS CLINICAI	L COORDINAT	ror	
JOB CODE	R-14 (40 hours)		
JOB DESIGNATION	Management	Supervisory	Non-Supervisory	Union
(check one)	[]	[X]	[]	[X]
DEPARTMENT	Nursing			
REPORTS TO	Director of Nursin	g; Administrato	r	
POSITIONS	Directly- RNACs			***************************************
SUPERVISED	Indirectly- RNs, L	PNs, CNAs, Wa	rd Cl e rks, Interdiscipl	inary Personnel

JOB SUMMARY:

Supervises the RNACs in completing all the activities associated with the MDS function from admissions through the discharge process. Personally completes the MDS for a portion of the LTC residents and maintains an ongoing liaison with the MDS Coordinator.

ESSENTIAL JOB FUNCTIONS:

Coordinates the Admission process to include room suitability and preparation, assembly of resident data and admission and assessment data, review of MARs/Tars profile, and the initiation of the Interdisciplinary Care plan.

Supervises the RNAC staff including the training, evaluation, disciplining, work planning, vacation planning and controlling of their time.

Coordinates and oversees the MDS process across disciplines which may include completion of the nursing component when necessary, thus assuring assessments and reviews are scheduled, completed and that care plan charges are implemented in a timely and effective fashion.

Covers the responsibilities and workload of RNACs who are on vacation, sick leave or are otherwise absent.

Oversees and assures implementation of the IDC recommendations and assures proper and timely execution and documentation of procedures.

Coordinates the discharge process among team members to include therapy, social services, dietary considerations, physician orders, resident and family concerns. Insures that the discharge process is properly recorded and documented. Insures that IDC disciplines work toward goal of discharge.

Provides assistance and training to the clinical staff on all shifts in the performance of the MDS/IDC processes. Assists and supplements the activities of the staff nurse and other clinical personnel as required by the needs of the residents.

MDS Clinical Coordinator

Evaluates resident needs for placement into defined program of care i.e. bowel, bladder, wound management and other restorative care initiatives.

Chairs IDCP meetings and conferences and participates in the development and implementation of departmental goals.

Participates in quality assurance, quality improvement and assists in the development and promotion of other programs to promote continued improvement in quality care of the residents.

Assists in maintaining unit reports and collects statistical data and other material for operational, administrative and regulatory purposes.

Assists the management in the administrative aspects of operating the unit(s) in areas of regulating performances, providing leadership and technical guidance to the staff.

OTHER JOB DUTIES:

Attends and participates in required in-service training programs as well as professional conferences and seminars and maintaining currency with developments in the profession.

Assists the Clinical Coordinator and RNACs in emergencies in providing for coverage of the Units on a continuous basis.

Provides coverage for RNACs during their absence or provides assistance to RNACs in helping complete their work in a timely manner.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

Ability to read, write, speak and understand English sufficiently to perform the job. Current and valid NJ licensure as an RN, with preference given for a BS in Nursing from an accredited institution of higher learning.

Possession of a valid MDS Coordinator Certificate.

EXPERIENCE:

Four years of varied experience in professional nursing which shall have included experience in MDS and a prospective payment system, and/or patient discharge procedures, and/or patient assessment, and/or assessment and communication of patient treatment plans.

(Experience in managed care, case management, prior authorization, insurance verification and utilization review is preferred.)

II	at Assessment Nur 40 hours)	rse (RNAC)		
JOB DESIGNATION (check one)	Management []	Supervisory []	Non-Supervisory	Uņion [X]
DEPARTMENT	Nursing			
REPORTS TO	Clinical Coordin	nators, ADON, D	ON	
POSITIONS SUPERVISED	Directly- None; Interdisciplinary		LPNs, CNAs, Ward Cl	erks

JOB SUMMARY:

Under direction of the Clinical Coordinator, is responsible for the complete clinical management of a unit(s) from the admission process through to the discharge process including initiation and execution of the care plan, coordination of the MDS process, design and execution of the Interdisciplinary Care Plan and the handling of resident and family care issues. The Assessment Coordinator coordinates with all shifts to insure follow through with the admission and discharge process.

ESSENTIAL JOB FUNCTIONS:

Coordinates the Admission process to include room suitability and preparation, assembly of resident data and admission and assessment data, review of MARs/TARs profile, and initiation of the Interdisciplinary Care plan.

Coordinates and oversees the MDS process across disciplines which may include completion of the nursing component when necessary, thus assuring assessments and reviews are scheduled, completed and that care plan changes are implemented in a timely and effective fashion.

Oversees and assures implementation of the IDC recommendations and assures proper and timely execution and documentation of procedures.

Coordinates the discharge process among team members to include therapy, social services, dietary considerations, physician orders, resident and family concerns. Insures that the discharge process is properly recorded and documented. Insures that IDC disciplines work toward the goal of discharge.

Provides assistance and training to the clinical staff on all shifts in the performance of the MDS/IDC processes. Assists and supplements the activities of the staff nurse and other clinical personnel as required by the needs of the residents.

Evaluates resident needs for placement into defined programs of care i.e. bowel, bladder, wound management and other restorative care initiatives.

Resident Assessment Nurse (RNAC)

Chairs IDCP meetings and conferences and participates in the development and implementation of departmental goals.

Participates in quality assurance, quality improvement and assists in the development and promotion of other programs to promote continued improvement in quality care of the residents.

Assists in maintaining unit reports and collects statistical data and other material for operational, administrative and regulatory purposes.

Provides input to the Program Manager on employee evaluations.

OTHER JOB DUTIES:

Attends and participates in in-service programs, as well as professional conferences and seminars and maintains currency with practices and developments in the profession.

Assists the Clinical Coordinator in emergencies in providing for coverage of the Unit on a continuous basis.

Does related work as required.

BASIC COMPETENCIES EDUCATION:

Current and valid NJ licensure as a RN, prefer BS in Nursing from an accredited institution of higher learning.

Ability to read, write, speak and understand English sufficiently to perform the job.

EXPERIENCE:

Four years of varied experience in professional nursing which shall have included experience in MDS and a prospective payment system, and/or discharge procedures, and/or patient assessment, and/or assessment and communication of patient treatment plans.

(Experience in managed care, case management, prior authorization, insurance verification and utilization review is preferred.)

SCHEDULE A

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-89,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999-99	8.25%	16.60%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE (PERGENTAGE OF PREMIUM)

Salary Range	Year 1	Year 2	Year 3	Year 4
Jose Chan 25,000	0.88%	1.75%	2.63%	3.50%
28,000 282,099,299	1.13%	2.25%	3.38%	4.50%
30,090-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3,50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	8.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.60%	10.00%
50,000-54,999.99	3.75%	7.60%	11,25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999,99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	28.00%
76,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28,00%
85,000-00,000:00	7:60%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35,00%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12,00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28,00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.76%	17.50%	26.25%	35.00%