

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

U.S.W LOCAL 4-406

DATED: January 1, 2018 Through December 31, 2021

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**PREAMBLE**

This Agreement made as of the 1<sup>st</sup> day of January 2018, 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 4-406**, (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 Od 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 and 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;

**WHEREAS**, except as herein modified, the terms and conditions of the 2014-2017 CBA shall remain in full force and effect.

**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, 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.

**ARTICLE 2**  
**RECOGNITION**

A) 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 4-406, employed by the MCIA at Roosevelt Care Center, Middlesex County, in the following job titles. All other titles are excluded.

Title:

1. Edison
  - (a) 1 Long Term Care Clinical Coordinator / RN
  - (b) 1 SubAcute Clinical Coordinator / RN
  - (c) 2 Clinical Coordinator Long Term Care / LPN / RN
  - (d) 1 MDS Clinical Coordinator
  - (e) 1 SubAcute Discharge Planner
  - (f) External Case Manager, LPN
  
2. Old Bridge
  - (a) 1 Long Term Care Clinical Coordinator / RN
  - (b) 1 SubAcute Clinical Coordinator / RN
  - (c) 2 Clinical Coordinator Long Term Care / LPN / RN
  - (d) 1 MDS Clinical Coordinator
  - (e) 1 Sub-Acute Discharge Planner
  - (f) External Case Manager, LPN

Clinical Coordinator Long Term Care / LPN starting salary is \$8,000.00 + base salary of LPN / RN.

B) Part-time Employees shall receive benefits as indicated herein.

C) Base Wage for rates for each Employee within the above titles shall be as set forth in Article 4 hereof.

D) Any new titles 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.

### **ARTICLE 3 UNION SECURITY**

#### **A. Workplace Democracy Act**

The authority abides by the Workplace Democracy Act, which requires:

1. Access. Employers must provide the Union with access to:
  - a. Meet with employees on the premises of the employer during work day, to investigate/discuss grievances, workplace-related complaints and other workplace issues;
  - b. Conduct worksite meetings on the employer's premises to discuss workplace issues, during lunch and other non-work breaks, before and after workdays;
  - c. Meet with newly hired employees for 30 minutes within 30 days from being hired, without charge to pay, or leave;
  - d. Use of the Employer's email systems to communicate with the Union members regarding collective negotiations, investigation of grievances, workplace-related complaints and issues, as well as internal union matters;
  - e. Use government buildings and other facilities of the government to conduct meetings with their members, so long as the meetings do not interfere with government operations and the meetings are not for political reasons;
2. Hiring Notice. Within 10 days from hiring a unionized employee, Employers must provide the Union with:
  - a. The new employee's name, job title, worksite location, home address, work telephone number, date of hire, work email address, any personal email address, as well as home and personal cellular telephone numbers on file with the public employer.
  - b. Beginning January 1<sup>st</sup>, 2019, every 120 calendar days, Public Employers are required to provide the Union organization with an updated version of the employee's information, which shall be exempt from the requirements of OPRA.
3. Negotiations. Within 10 days of the Union's request, the Employer must begin negotiations over contractual provisions to memorialize the parties' agreement to implement the provisions of the Act into the Collective Bargaining Agreement. If within 20 days of starting negotiations, the parties have not yet reached an agreement, either party may file a petition with PERC to resolve the negotiation dispute through the appointment of an arbitrator.
4. Charges. The Union will notify the Authority in writing of any change in the list provided for in Section Two above and/or the amount of the representation fee, and

such changes will be reflected in any deductions made more than ten (10) days after the Authority receives said notice.

5. Indemnification. With respect to dues deductions, representation fee deductions, and the Union's demand and return system established pursuant to law, the Union shall indemnify, defend, and hold the Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Authority pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above, shall not be effective unless and until the Union shall have notified the Authority in writing, that it has adopted a demand and return system which fully complies with applicable statutory provisions.
6. Upon the Receipt of a lawful executed written authorization from an employee, the Authority agrees to deduct the regular monthly dues of such employee from his/her pay check and remit such deductions to International Secretary-Treasurer United Steelworkers, 60 Boulevard of the Allies Pittsburgh, PA 15222.
7. The Union will notify the Authority in writing of the exact amount of such regular membership dues to be deducted.

#### **ARTICLE 4 WAGES**

A) Wages for Calendar Year 2018

Effective on and retroactive to January 1, 2018, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase over their previous annual base salary as of 12/31/2017

B) Wages for Calendar Year 2019

Effective on January 1, 2019, all employees of the Union who have at least six (6) months services at Roosevelt Care Center will receive a two percent (2%) increase over their previous annual base salary as of 12/31/2018.

C) Wages Effective January 1, 2020

Effective on January 1, 2020, all employees of the Union who have six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase over their previous annual base salary as of 12/31/2019.

D) Wages effective January 1, 2021

Effective January 1, 2021, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two percent (2%) increase over their previous annual base salary as of 12/31/2020. Wages shall be based on a forty (40) hour work week. All employees are considered salaried, working eight (8) hour days Monday through Friday.

- E) Separate Adjustment. In addition to the New Wage Increase set forth above in Article 4 A through D, all employees who are eligible for and receive health benefits shall receive an annual 1.5% pensionable base pay adjustment during the term of this agreement in addition to the New Wage Increase. This adjustment shall not be characterized as an increase in New Wage Increase, but rather compensation to offset the increases in the medical co-pays for 2018.
- F) 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 Employee in the same position or title.
- G) Establishment of Pay Periods. Effective 1/1/2018 the annual salary for employees covered by this agreement shall be paid bi-weekly on Friday.
- H) 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 the Employee is the plaintiff.
- I) CPR Trainer. Employees performing duties of a CPR Trainer will receive out of title pay of Three (\$3.00) per hour (not in base) for every hour worked performing those duties.

## **ARTICLE 5**

### **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.
- 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.



A) Designated Hours of Work. The specific hours of work for Employees within the following job titles are as follows:

Clinical Coordinator, Long Term Care, Sub Acute

8-hour day, 5-day week, Monday through Friday

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

Coordinator - Patient Discharge Planner

8-hour day, 5 days a 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 B 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 days a 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.

## 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 (1-1/2) 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.

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).

**ARTICLE 8**  
**HEALTH BENEFITS**

A) 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 January 1, 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) Health Insurance Coverage. 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 Employees 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 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) Co-Pays for Medical Coverage shall be as follows:

- i. Office visit co-pay shall be \$10.00 for both primary care physician and specialist;
- ii. Urgent visit co-pay shall be \$20.00;
- iii. Emergency Room co-pay shall be \$50.00 per visit.

D) Dental Plan. 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.

E) Prescription Drug Plan. 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:

1. \$10.00 generic prescription drug;
2. \$15.00 per preferred brand name prescription drugs;
3. \$30.00 per non-preferred brand name prescription drug;
4. The "Step Therapy," program and a "Specialty Drug Management," program shall be instituted in accordance with the presentation by the MCIA benefit consultant.

F) Vision Care Program. 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:

- i. Eye examination - \$50.00
- ii. Lenses and frames or contact lenses - \$60.00

- 1) 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) New Jersey Temporary Disability Program. 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.

**ARTICLE 9**  
**HOLIDAYS**

A. 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

B. 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 pay.

C. 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.

D. 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.

**ARTICLE 10**  
**PERSONAL DAYS**

A. 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.

B. 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 may request the use of personal days during the time period of December 15th to December 31st of any year. Approval of the use of personal days during this period will be subject to management approval taking into consideration necessary staffing levels.

**ARTICLE 11**  
**BEREAVEMENT**

A. 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.

B. 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.

C. 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.

## ARTICLE 12

### VACATIONS

A. 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:

<u>Years of Service</u>	<u>Amount of 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

B. 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.

C. 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.

D. 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.

E. 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 13

### SICK LEAVE

A. 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.

B. Any Employee that is unable to report to work shall notify the Department Manager or Supervisor of such Employees 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.

C. Unused sick days shall accumulate from year to year.

D. 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.

E. Days lost due to injury or illness arising out of or caused by MCIA employment for which the Employee has a claim for worker's 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.

F. 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.

G. 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**

**ARTICLE 15**  
**DISCIPLINE OR DISCHARGE; GRIEVANCE PROCEDURE**

- A. No Employee will be disciplined by discharge without just cause.
- B. 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.
- C. 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 un answered, 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. 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, PERC 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 16**

### **PART TIME EMPLOYEES**

A. 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.

B. 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.

## **ARTICLE 17**

### **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.

## **ARTICLE 18**

### **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 \$15,000.00

## **ARTICLE 19**

### **PERSONNEL FILES**

A. 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.

B. 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.

C. 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 20**

### **MATERNITY LEAVE/ FAMILY LEAVE**

A. The provisions of the Family and Medical Leave Act (AFMLA), 29 U.S.C. 2601 et seq, and the Family Leave Act (AFLA) 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.

B. 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.

## **ARTICLE 21**

### **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.

## **ARTICLE 22**

### **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 23**

### **JOB VACANCY - JOB BIDDING**

A. 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. There upon, 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.

B. 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.

C. 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.

## **ARTICLE 24**

### **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 MCI A Personnel Policies supplied by the MCI A (or any contractor retained by the MCI A 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 MCI A for the purpose of operating and/or maintaining Roosevelt Care Center, acting on MCI A'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 25**

### **SAFETY**

A. The MCI A agrees and shall cause any contractor retained by the MCI A 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.

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

## **ARTICLE 26**

### **MILEAGE**

Mileage reimbursement shall be paid to Employees using their personal automobiles in connection with services performed at the request of an MCI A authorized representative. If a vehicle is available, with a Supervisors 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 Centers administrative Travel Expense Reimbursement Policy, as the same may be amended from time to time.

**ARTICLE 27**  
**EMPLOYEES PHYSICALS**

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

**ARTICLE 28**  
**NURSE PRACTICE COMMITTEE**

A. 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.

B. 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 29**  
**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 30**  
**SEMINARS**

A. 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.

B. Available seminars will be posted by the MCIA.

**ARTICLE 31**  
**REQUIRED LICENSURES**

The MCIA shall pay the employee's National Certification and renewal fees required for National Certification 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.

**ARTICLE 32**  
**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 33**  
**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.

**ARTICLE 34**  
**TUITION REIMBURSEMENT**

A. 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.



B. The MCIA shall make an annual contribution to the fund in the aggregate amount of \$7,500.00 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.

C. Applicants must provide the Union with a Notice of Intent for potential tuition reimbursement eligibility. Once eligibility is approved by the Roosevelt Care Center Administration, the Union will be responsible for the allocation and distribution of reimbursement funds accordingly, to eligible applicants.

D. 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.

## **ARTICLE 35**

### **UNION CONFERENCE DAYS**

A. 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 time (i.e., union convention years) when most needed subject to reasonable staffing needs of the facility.

B. 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 36**

### **NO STRIKE OR LOCK-OUT**

Neither the Union nor the Employee or the MCIA shall interfere, instigate, promote, sponsor, engage in, or condone any strike, lockout, or concerted work stoppage. In the event that any 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 37**

### **COMPUTATION OR TYPOGRAPHICAL ERRORS**

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

## **ARTICLE 38**

### **CONTRACTING OR SUBCONTRACTING**

The MCIA recognizes and agrees that anytime 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 39**

### **DURATION OF CONTRACT**

A. It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2018 through December 31, 2021 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.

B. 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, 2018.

**ARTICLE 40**  
**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.

**ARTICLE 41**  
**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 with holdings 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.

**ARTICLE 42**  
**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 as seventy-five (75) mile radius of the present facilities covered by this Agreement, then this Agreement shall apply to the new operation.

## ARTICLE 43

### 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.

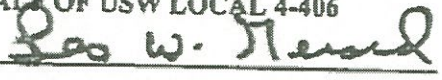
IN WITNESS WHEREOF, the parties intending to be legally bound under and in accordance with the terms of this Agreement, hereby set their hands as of the first day of January, 2018.


MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

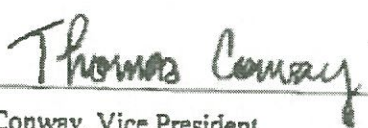
By:   
James P. Nolan, Chairman

Attest:   
Paul Abbey, Secretary

UNITED STEEL, PAPER & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION ON  
BEHALF OF USW LOCAL 4-406


By:   
Leo W. Gerard, International President

By:   
Stanley W. Johnson, Secretary/Treasurer

By:   
Thomas Conway, Vice President,  
Administration

By:   
Fred Redmond, Vice President, Human Affairs

By:   
John E. Shinn, Director, District #

By:   
Michael L. Fisher, Sub-District Director

By:   
Cary Krand, President, LU #4-00406

