

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 4-1564

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PREAMBLE

THIS AGREEMENT made as of the 1st day of January, 2009, 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 4-1564** (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 to be defined, in accordance with Chapter 303 of the Laws of 1968 of the State of New Jersey (the "Law"), and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, said Union has been in negotiations with the MCIA pursuant to Chapter 303 of the Laws of 1968; and

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

NOW, THEREFORE, subject to the Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected Employees.

ARTICLE 1

NON-DISCRIMINATION

The MCIA is committed to basing judgments concerning Employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any Employee because of race, 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

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 4-1564, 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 Planning

Clinical Coordinator - Long Term Care

Clinical Coordinator - SubAcute

Clinical Coordinator - Alzheimers

External Case Manager, RN

External Case Manager, LPN

MDS Clinical Coordinator

RNAC

Utilization Review/Admissions Coordinator

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").

ARTICLE 3

AUTHORIZED REPRESENTATIVES

Authorized representatives of the Union, with the Supervisor's permission, shall have the right to enter upon the premises of Roosevelt Care Center during working hours for the purpose of bargaining negotiations and grievance procedures relative to enforcement of this Agreement, so long as such visits do not interfere with proper service to the public, residents 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) Union Security: Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join the Union within thirty (30) days of initial employment with the MCIA, and any Employee 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 fee which is used for partisan, political, or ideological purposes.

ARTICLE 4

WAGES

A. Wages for Calendar Year 2009

1. Effective on January 1, 2009, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a one percent (1%) increase of the Employee's base wage rate.

B. Wages in Calendar Year 2010

1. Effective on January 1, 2010, 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, 2011.

Effective on January 1, 2011, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two and one half percent (2.5%) increase of the Employee's base wage rate.

D. Wages effective January 1, 2012.

1. Effective on January 1, 2012, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a two and one half percent (2.5%) increase of the Employee's base wage rate.

E. Wages effective January 1, 2013.

1. Effective on January 1, 2013, all employees of the Union who have at least six (6) months service at Roosevelt Care Center will receive a three percent (3%) increase of the Employee's base wage rate.

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

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

H. Establishment of Pay Periods. Payroll will be made every two (2) weeks.

I. Differentials.

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

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

(2) Weekend Differential. 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.

J. 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.

K. CPR Trainer. 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.

ARTICLE 5

HOURS OF WORK

(A) General. Employees shall work five (5) eight (8) hour shifts per week. 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) 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.

(C) 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, Alzheimers

8 hour day, 5 day week

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

Utilization Review /Admissions Coordinator

8 hour day, 5 day week

hours: 8:00 a.m. to 4:30 p.m. or as dictated by the schedule and the needs of the facility.

RNAC

8 hour day, 5 day week

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 Planning

8 hour day, 5 day week

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

hours: 8:00 a.m. - 4:30 p.m. or unless otherwise agreed upon and contingent on 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. 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).

ARTICLE 8

MEDICAL BENEFITS

(A) Health Insurance Coverage. All Employees and Employees' eligible family (as defined by the Middlesex County Health Insurance Fund) shall be covered by medical coverage and major medical coverage. All part-time Employees and their eligible family shall be entitled to receive the same medical coverage as provided for full time Employees; however, such part-time Employees hired prior to September 1, 2005 shall contribute through payroll deduction ten percent (10%) of the cost of such medical coverage and major medical coverage if the Employee is regularly scheduled to work thirty-two (32) hours or more per week. If the Employee was hired prior to September 1, 2005 and is regularly scheduled to work from twenty-four (24) to thirty-two (32) hours per week, the Employee shall contribute through payroll deduction twenty percent (20%) of the cost of such medical coverage and major medical coverage. Employees regularly scheduled to work less than twenty-four (24) hours per week are not eligible for medical benefits.

Part-time Employees hired on or after September 1, 2005 shall be required to contribute twenty percent (20%) of the cost of such medical coverage and major medical coverage if the Employee is regularly scheduled to work thirty-two (32) hours or more per week and forty percent (40%) if regularly scheduled to work from twenty four (24) to thirty two (32) hours per week.

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. 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 over the base plan in addition to any other amounts to be contributed by the employee hereunder.

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

Only those Employees currently in traditional medical coverage will be enrolled in same.

(B) Health Maintenance Organization (HMO). Three (3) Health Maintenance Organizations will be available to all eligible Employees as an alternate to the Employee's existing medical coverage and major medical. The MCIA will contribute the same amount toward HMO coverage as is contributed toward coverage (as provided in (A) above).

(C) Dental Plan. MCIA will provide dental coverage for all full-time Employees that is substantially equivalent to or superior to the coverage provided at the time of this Agreement. For Employees with single coverage, the Employee shall not be required to contribute to the cost of the dental coverage. For Employees receiving more than single coverage, the cost of such dental coverage shall be shared between the Employee and the MCIA on the same basis that such costs were shared between the MCIA and such Employee prior to this Agreement.

(D) Drug Prescription Plan. All eligible Employees and their eligible family members will be covered by a Drug Prescription Program. All Employees are required to pay a co-payment of \$3.00 per prescription drug for non-generic drugs and the co-pay for generic drugs will be \$0. On and after January 1, 2011, the Employee co-payment for prescriptions shall be increased to \$5.00 for non-generic and \$3.00 for generic. Part time employees hired prior to September 1, 2005 will be required to contribute ten percent (10%) of the cost of such Drug Prescription Plan through payroll deduction if the Employee is regularly scheduled to work thirty-two (32) hours per week and

twenty percent (20%) if the Employee is regularly scheduled to work twenty-four (24) to thirty-two (32) hours per week. Part-time Employees hired on or after September 1, 2005 will be required to contribute twenty percent (20%) of the cost of such Drug Prescription Plan through payroll deduction if regularly scheduled to work thirty two (32) hours per week and forty percent (40%) if the Employee is regularly scheduled to work twenty four (24) to thirty two (32) hours per week.

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

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

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

The Vision Care Program shall apply only to the Employee and not to an Employee's family members. 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 ninety percent (90%) of reimbursement. 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 reimbursement of eighty percent (80%). 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 reimbursement of eighty percent (80%) and those hired on or after September 1, 2005 will receive reimbursement of sixty percent (60%). (F)

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

(G) Retiree Coverage. The MCIA shall pay the cost to continue medical insurance benefits, including major medical coverage, as well as drug prescription benefits (excluding vision coverage) for all full time Employees (and their eligible dependents) who retire from the MCIA and have twenty-five (25) years of service credit in PERC, or retire on a disability pension (who are in the employment of the MCIA on or prior to August 3, 2011); for full time Employees hired after August 3, 2011, the Employee will also be required to have ten (10) years of service with the MCIA, as well as twenty-five (25) years of service credit. The benefits shall be provided on the same terms as provided to active Employees as set forth above.

ARTICLE 9

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.

ARTICLE 10

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.

ARTICLE 11

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.

ARTICLE 12

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:

<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

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. Unpaid vacation leave may not be carried over into a succeeding year and will be lost if not used.

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.

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 May 1 in order that the vacation schedule for the year can be prepared. In order to exercise seniority preference, vacation requests must be submitted by May 1. After May 1 requests to use remaining vacation time may be submitted at any time but will only be granted if staffing permits. All vacation requests shall be submitted in writing 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.

ARTICLE 13

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

YEARLY SICK TIME BUY OUT

At the end of each calendar year, an Employee may apply for and receive a cash payment for sick days earned and credited and not used during the current calendar year. Such payment shall be equal to one (1) day's pay for every three (3) days sick time credited and not used during the year up to a maximum of three (3) days.

At time of sick leave purchase, any remaining sick days not bought out will be carried forward by the MCIA and credited to the Employee. For purposes of the buy out, three (3) days sick time will be charged and considered used for every day bought out.

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

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

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

ARTICLE 15

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 Personnel Office within ten (10) working days of its occurrence. The DON office or Assistant Administrator, 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 Assistant Administrator'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, 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

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.

ARTICLE 17

ECONOMY 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. 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.

ARTICLE 19

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.

ARTICLE 20

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 ten (10) 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.

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 MCI A 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

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 president 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.

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

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

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 Personnel Office at Roosevelt Care Center. All requests for public information concerning the MCIA shall be provided to the MCIA Public Information Officer.

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

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

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

ARTICLE 25

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.

ARTICLE 26

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.

ARTICLE 27

EMPLOYEE'S PHYSICALS

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

ARTICLE 28

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

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

ARTICLE 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

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. If such amount of time, when added to the other hours worked by such Employee exceeds forty (40) hours, the Employee will be entitled to overtime.

Available seminars will be posted by the MCIA.

ARTICLE 31

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.

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

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

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

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.

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

ARTICLE 39

DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2009 until December 31, 2013 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.

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 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.

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

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, 2009.

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

By: Leonard J. Roseman
Leonard J. Roseman, Chairman

Attest:

Jacque Eaker
Jacque Eaker, Secretary

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ON BEHALF OF USW LOCAL 4-1564

By: Leo W. Gerard
Leo W. Gerard
Title: International President

By: Stanley Johnson
Stanley Johnson
Title: International Secretary/Treasurer

By: Thomas Conway
Thomas Conway
Title: Vice President, Administration

By: Fred Redmond
Fred Redmond
Title: Vice President, Human Affairs

By: William J. Ponta
William J. Ponta
Title: Director, District # 4

By: Michael Fisher
Michael Fisher
Title: Staff Representative

NEGOTIATING COMMITTEE, LOCAL UNION # 4-1564

By: Colette Baginsky
Colette Baginsky
Title: President