

AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

PROFESSIONAL NURSES AND HOSPITAL PERSONNEL  
DIVISION OF PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY  
WORKERS INTERNATIONAL UNION, AFL-CIO, CLC AND ITS P.A.C.E.  
LOCAL 2-1426

**Agreement  
by and between  
Middlesex County Improvement Authority  
and  
Professional Nurses and Hospital Personnel  
Division of Paper, Allied-Industrial, Chemical & Energy Workers International Union  
AFL-CIO, CLC and its PACE Local 2-1426**

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**THIS AGREEMENT** made as of the first day of July, 2002, 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 **PROFESSIONAL NURSES AND HOSPITAL PERSONNEL, DIVISION OF PACE INTERNATIONAL UNION, AFL-CIO, CLC AND ITS PACE LOCAL 2-1426** (hereinafter known as the "Union").

**WHEREAS**, the Union has been selected as the bargaining agent by the employees to be defined, in accordance with Chapter 303 of the Pamphlet Laws of 1968 of the State of New Jersey (the "Law"), and said Union has been certified as such by the Public Employment Relations Commission; and

**WHEREAS**, said Union has been in negotiations with the MCIA pursuant to the Law; 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 parties to this Agreement agree not to discriminate for employment with Roosevelt Care Center, member of the Union or applicant for membership in the Union, because of religion, race, creed, color, sex, age, national origin, political or union affiliation, marital status, sexual or affectional orientation, or qualified handicap, but each party will take applicable affirmative action to insure that employees and applicants for employment, applicants for membership and members of the Union are treated during employment without regard to their religion, race, creed, color, sex, age, national origin, political or union affiliation, marital status, sexual or affectional orientation or qualified handicap. Such action shall include, but not be limited to, employment upgrading, demotions or transfer, recruitment or recruitment after layoff or termination, rates of pay or other forms of compensation and selection for training, pay or other forms of compensation and selection for training.

**ARTICLE 2**  
**RECOGNITION**

The Union is hereby designated as the exclusive bargaining agent for all full time and part time regularly scheduled Registered Nurses and Licensed Practical Nurses, Local 2-1426, employed by the MCIA at Roosevelt Care Center, Middlesex County (“Roosevelt Care Center”) (the "Employees") in the following job titles. All other titles are excluded.

**Title**

Registered Nurse  
Graduate Nurse  
Licensed Practical Nurse  
Graduate Practical Nurse  
Wound Care Nurse  
Risk Management/Employee Health Nurse  
CSR Nurse  
LPN Instructor (new)  
Relief Nurse (new)

Part-time Employees shall receive benefits only as indicated herein.

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

Any new nursing job or position created by the MCIA that is non-supervisory or non-management will be included in the Union. 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 Employee Relations Act constituting Chapter 100 of the Pamphlet Laws of 1941 of the State of New Jersey, as amended and supplemented by Charter of the Pamphlet Law of 1968, of the State of New Jersey (the “Employer Employee Act”).

The MCIA agrees to negotiate the salaries and titles of such jobs or positions and shall post the job or position.

## ARTICLE 3

### AUTHORIZED REPRESENTATIVES

Authorized representatives of the Union, with the Supervisor's permission, shall have the right to enter upon the premises of the MCIA during working hours for the purpose of bargaining negotiations and grievance procedure relative to enforcement of this Agreement, so long as such visits do not interfere with proper service to the public or on-going workday schedules. It is also understood that no employee shall engage in any Union activity during the employee's working hours. Also, no Union literature is to be distributed in working locations at any time.

It is agreed that the Union will furnish to the MCIA and to the Roosevelt Care Center Personnel Office, a list of duly elected Stewards as of the first day of the current contract year, and shall provide the MCIA and the Roosevelt Care Center Personnel Office with any modifications to such list.

A. The MCIA shall be and is hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card (exhibited on the last page of this Agreement) during each calendar month, the amount of monthly Union dues or such other amount as may be certified to the MCIA by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues made pursuant thereto shall be remitted by the MCIA to the PACE International Union, Attention: PACE Secretary-Treasurer AFL-CIO, CLC 3340 Perimeter Hill Drive, Nashville, TN 37211, for the calendar month for which such deductions were made.

B. Any member of the Union desiring to resign from the Union will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on or before January 1<sup>st</sup> or July 1<sup>st</sup>. 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 Union on the effective date of this



Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join the Union within thirty (30) days of employment with the MCIA 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.

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/her fee which is used for partisan, political, or ideological purposes.

**ARTICLE 4**

**WAGES**

A. Wages

	<u>01/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>
Registered Nurse	\$21.75	\$21.75	\$22.51
Licensed Practical Nurse	17.25	17.25	17.85

All rates are limited to the negotiated amounts.

B. Wages for July 1, 2002 to December 31, 2002 (to be effective on the New Wage Rate Effective Date):

1. The New Wage Rate Effective Date shall be effective on the first day of the pay period closest to August 15, 2002. To calculate the employee's hourly rates as of the New Wage Rate Effective Date, the following calculation will be made:

a) First the employee's current hourly rate will be multiplied by forty (40) hours and then by 52 weeks. (e.g., if current rate is \$20.00, then  $\$20.00 \times 40 \text{ hours} \times 52 \text{ weeks} = \$41,600.00$ .)

b) Next add to the above amount the longevity that the employee is currently receiving (e.g., if 2% longevity, then 2% of \$30,000.00 is \$600.00.) Add this amount to \$41,600.00 to get a total of \$42,200.00. (Note, however, that the amount included as longevity shall not exceed \$2,100.00.)

c) Divide the amount obtained in b, above, by 52 weeks and then by 40 hours. (e.g.,  $\$42,200.00 / 52 / 40 = \$20.29$ ). This is the new hourly rate.

2. After the new hourly wage rate has been determined, each employee shall be placed on the appropriate step on Appendix I by finding the appropriate salary wage for the employee's job title (Appendix I) that is closest to the new hourly rate that was established above. In no event shall an employee's rate be lowered when being placed on

the salary guide in Appendix I. In the event the employee's salary exceeds the maximum salary or salary guide on Appendix I for his/her job title, then the employee's salary shall be placed in the "exceeds salary maximum" category and the employee shall receive his/her new hourly rate as determined above.

C. Beginning on the New Wage Rate Effective Date and thereafter, no employee represented by the Union shall be entitled to longevity pay.

D. Wages for Calendar Year 2003.

1. Effective on January 1, 2003, all employees of the Union who have at least six (6) months service at Roosevelt Care Center shall receive a 3.5% wage rate increase to their base rate.

E. Wages effective January 1, 2004.

1. Effective on January 1, 2004, all employees of the Union who have at least six (6) months service at Roosevelt Care Center shall receive a 3.5% wage increase to their base rate.

F. Wages effective January 1, 2005.

1. In January 2005, the 1<sup>st</sup> step of Exhibit A will be deleted and one step will be added to the end step (see Exhibit B).

a) Steps will be added to the end (see Exhibit B).

2. Effective on January 1, 2005, all employees of the Union who have at least six (6) months service at Roosevelt Care Center shall receive a 3.5% wage rate increase to their base rate.

G. No Frills Position.

1. The parties agree to the creation of a "no frills position"("NFP"). This position has been established for new and existing employees who choose to forego all benefits, including, but not limited to, medical, vacation, personal leave, bereavement leave, sick leave and holidays.

2. In lieu of receiving the benefits, the base starting rate for an LPN will be \$17.25 plus the "no frills" differential of \$7.00 for a rate of \$24.25 and the base starting rate

for an RN will be \$21.75 plus the "no frills" differential of \$7.50 for a rate of \$29.25.

3. The NFP is subject to the following:

- a). Benefits that are not available to an employee in an NFP position include medical, drug prescription, dental, vision, paid holidays, paid vacation, paid sick leave, paid bereavement days, paid personal days, paid shift and weekend differentials and paid fees (such as licensing).
- b). New employees, at the time of hire, can opt to be placed in a regular position with benefits or a "no benefits" position at the NFP rate.
- c). Existing employees can move between a "benefits" position and a "no benefits position" during the established open enrollment period near the end of each calendar year. (For this year only, there will be a special added open period on September 1, 2002.)
- d). Existing employees that switch to the "no frills position" will receive a pro-rated amount of leave time for that part of the year worked as a regular employee. Accrued leave time will not be lost and may be used in accordance with MCIA policies.
- e). Existing employees that switch to the "no frills position" would do so at their hourly rate in effect at that time. The NFP differential would be added to that rate.
- f). This program is open to full-time employees who work the normal 40 hour workweek and to those part-time employees who work 32 or 24 hours per week. The NFP differential will be paid only for time worked.
- g). Employees in this program must participate, if eligible, in the pension plan (P.E.R.S.).
- h). Future wage increases will be based on Article 4 Wages Increases based on the base rate without NFP differential.

- i) The NFP differential will be re-evaluated in January of each year and if necessary, recalculated to a new rate.
- j). Overtime worked beyond the 40 hours per week will be calculated on time worked only and at 1-1/2 times the normal base hourly rate (in range), not including the NFP differential.
- k). All NFP employees shall be required to work at least half of the scheduled holidays and every other weekend. NFP employees shall receive only the rate and differential as set forth in Section G.2 hereinabove for holiday hours worked and shall not receive weekend or shift differentials.
- l). Employees in the NFP cannot select specific benefits which they wish to forego. The only options are "with benefits" or "with no benefits".
- m). Seniority and Union membership is unaffected by this program.
- n). Full-time employees are required to take 20 days of unpaid leave per year (part-time employees are pro-rated) and must follow the same request policy as regular employees.
- o). Employees must adhere to the same scheduling requirements as other employees as set forth in MCIA policies and procedures.
- p). The NFP shall be subject to compliance with all applicable federal, state and local laws and regulations.

H. The MCIA and the Union shall have the ability to develop and institute a program for employees who will work the weekend shift only. The MCIA and the Union shall develop a wage rate for such employee.

I. Establishment of Pay Periods. Payroll will be made on a bi-weekly basis and will be paid on a Thursday. Payroll will be available at 7:30 a.m. on such date, barring any unforeseen circumstances.

J. Differentials. Shift and weekend differentials will be paid to employees working the particular shift or weekend except NFP.

(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 p.m. - 11:30 p.m.	\$ 2.25
11:00 p.m - 7:30 a.m	\$ 2.50

Shift differential shall not be paid to the NFP.

(2) Weekend differential. A differential shall be paid to Employees working on a Saturday or Sunday at the rate 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.

Weekend differential shall not be paid to the NFP.

K. There shall be an approved twelve (12) hour per day weekend only program. Employees working the weekend only program will receive their base rates plus shift and weekends differentials, if applicable. In addition, employees working the weekend only program are entitled to medical benefits and pro-rated leave time in accordance with the rules applicable to part time employees. Preference will be given to existing nurses who wish to transfer to the weekend program. In the event that an existing nurse transfers to the program and later wishes to return to an eight (8) hour shift, the facility will honor this request at the earliest possible time to do so. Contract benefits shall apply to the Employees working the weekend only program based on the hours worked.

The base rate for new employees is set forth in Article 4, Wages.

L. Court Attendance Time by Subpoena. Any employee attending Court in a

Roosevelt Care Center related matter and who is summoned to Court by the MCIA shall be paid for such time. The amount of time spent in Court shall commence when the employee arrives at Court and shall end at the recess or adjournment of that day's Court session, in each case as reflected on the Employee's time card; provided however, any employee that is a plaintiff in a matter covered by this provision shall not be paid for time spent in Court on such matter, but may use available personal and vacation time. Employees will be allowed off for personal subpoena. It will be the employee's responsibility to notify the MCIA immediately for the need to have time off for scheduling purposes. Employees taking time off for personal subpoena must use leave time for such purpose, if available, otherwise such time off shall be without pay.

L. Out of Title Work.

In the event the Employee works out of title with a Supervisor's permission, his/her rate will be \$3.00/hour in addition to the Employee's regular rate of pay for the time performing the job. During the period the Employee is working out of title, the Employee will not be required to discipline other employees. The Employee will be given an orientation for the job that the Employee is working out of title.

**ARTICLE 5**  
**HOURS OF WORK**

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

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

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

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

During such 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), 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.

For the 11-7:30 shift, the weekend will be Friday and Saturday.

Flexible work schedules will be made available as long as current employees are not displaced, subject to approval by the MCIA.

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

2. Every Other Weekend Off. The Roosevelt Care Center Nursing Director or his/her designee will post a working schedule which will assign employees every other weekend off. However, the MCIA may schedule employees electing to do so, to work one day of every weekend or other alternatives so long as the weekend time is satisfied and provided that the alternative schedule does not involuntarily disrupt another employee's schedule. The Union will be provided with a list of exceptions. In the event an employee's weekend rotation schedule is changed, the employee will be provided with thirty (30) days



notice. Employees who are usually scheduled to work on Monday through Friday will not be required to work weekends. If such employees volunteer to work on a weekend, such employee shall be entitled to overtime pay if the employee works over forty (40) hours during such week.

3. The MCIA agrees to make every reasonable effort to provide staff nurses (as well as other critical personnel) with transportation to and/or from work during snow emergencies. Such transportation is expected to be provided on behalf of the MCIA by the Middlesex County Office of Emergency Management.

4. Work Schedule. The MCIA shall draft a monthly work schedule which will be posted at least two weeks in advance.

5. Utilization of Hospice Nurses. At any time that the number of residents at the Hospice does not require full utilization of the hours for nursing staff assigned to the Hospice, the MCIA may assign such "excess" nursing staff from the Hospice to other areas of Roosevelt Care Center rather than dismissing such nurses for the remainder of their shift. Hospice Nurses will be utilized between buildings.

HPNA offers a national Hospice certification. Any Employee who takes a National Hospice Certification Course, passes such course and becomes certified while employed by the MCIA shall be paid for such certification, and the MCIA shall provide such Employee with a one time incentive bonus of \$1,000.00 payable six (6) months following certification, provided such Employee is employed by the MCIA at the time of entitlement to such incentive.

6. 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.

7. There will be no rotation of shifts. If an Employee makes a choice to rotate shifts, it will be voluntary not to impact the other staff. The Union will be provided with a list of all employee schedules who have chosen to rotate shifts.

8. Weekend Only Shift.

Weekend only shifts shall be from 7 a.m. through 7 p.m. on Saturday and 7 a.m. through 7 p.m. on Sunday for the first shift and 7 p.m. Friday through 7 a.m. Saturday and 7 p.m. Saturday through 7 a.m. Sunday for the second shift.

## **ARTICLE 6**

### **BREAKS**

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

All Employees working their regular scheduled eight (8) hour shift shall receive a thirty (30) minute meal break without pay. If relief is not provided to the Employee or if the Employee remains in the unit working during the meal break and break, the Employee shall be paid provided that the Employee receives prior approval of the supervisor.

**ARTICLE 7**  
**OVERTIME**

1. General. All employees shall be expected to complete their work in the time allotted for the normal working day. An employee shall notify and receive prior approval from a supervisor, prior to staying overtime to complete mandatory paperwork. Employees requested to work overtime 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.

Overtime shall be scheduled on a seniority basis and on a reasonable equalized basis where such work is in the nature and normal routine of the job. Seniority shall mean date of hire in that title and current uninterrupted service. The MCIA will use the Utilization of Employees Clause. If overtime is mandatory, the employees will be paid double time their base wage for the hours worked.

Employees may be excused from overtime providing that the employee has good and sufficient cause. If requested excuses are of such number that fewer employees than those necessary to do the work required results, those Employees with the least length of continuous service with the ability to perform the necessary work will be assigned to the job in order of reverse seniority by shift.

Personal leave, vacation leave and bereavement leave shall be considered hours worked for overtime purposes.

The NFP will receive overtime after forty (40) hours worked at the rate of one and a half time base wage rate.

2. Call Back Time. If an employee is called back to work after completion of a normal shift or workday, such employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) of their base pay. The call back commences when an employee reports to work and ends when the employee leaves work (in each case as reflected on the employee's time card).

## ARTICLE 8

### MERIT INCREASES - PROMOTIONS-NEW EMPLOYEES

1. Merit Increases. It is understood and agreed that pursuant to the intent of the Employer Employee Act, all wage increases are limited to the negotiated amounts set forth in this Agreement or otherwise arrived at by means of the bargaining process. The only exceptions to this policy will be represented by promotion to a higher position. In such cases, the promoted employee shall receive a salary that is at least equal to the minimum salary payable for the position, as set forth in the salary range for such position for new employees.

2. New Employees. Although it will be the normal practice to hire new employees at the first step of the range, there might be occasional exceptions for recruitment purposes. The MCI reserves the right to hire up to the fourth step of a range under certain conditions. Individual nurses hired above the 1<sup>st</sup> step would be in accordance with the following schedule:

1 - 3 years of pertinent and recent experience	-	Step 1
3 - 6 years of pertinent and recent experience	-	Step 2
6 - 9 years of pertinent and recent experience	-	Step 3
9 + years of pertinent and recent experience	-	Step 4

An Employee working at the facility at the time a new employee is hired under this exception who has the same or more experience of the type of the new hire and who would be bypassed by a new hire above the minimum rate will receive the same base salary rate as the new employee commencing with such new employee's successful completion of probationary period.

## **ARTICLE 9**

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

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

**ARTICLE 10**  
**MEDICAL BENEFITS**

1. Medical Coverage.

A. Traditional Coverage. All full time employees and employees' eligible family (as defined by the Middlesex County Health Insurance Fund), who currently have traditional medical coverage, shall be covered by traditional medical coverage. Major medical coverage for eligible employees and family shall also be supplied.

At such time as the contracts for medical coverage presently in effect through the Middlesex County Health Insurance Fund expire and new contracts are negotiated and executed by the Health Insurance Fund, the MCIA will subject any changes resulting from such new contract which results in a decrease in coverage to collective bargaining with the Union. Any changes resulting from such new contracts which result in an increase in the cost of such coverage may, at the option of the MCIA, be subject to collective bargaining with the Union.

B. Health Maintenance Organization (HMO). Three (3) Health Maintenance Organizations will be available to all other eligible employees as an alternative to traditional medical coverage and major medical. In the event that HMO coverage is elected, the employee may be subject to a payroll deduction or an additional payroll deduction, if applicable, depending upon the type of coverage elected.

C. Full time Employees shall not be required to contribute to the cost of medical coverage. All part time Employees shall be entitled to receive the same medical coverage as provided full time Employees; however, such part time Employees shall contribute (through a payroll deduction) in the following manner:

10% of the cost of such coverage -	32 + hour employees
20% of the cost of such coverage -	24 + hour employees

2. Dental Plan. MCIA will provide dental coverage for all full time employees that is substantially equivalent to or superior to the coverage currently provided by the MCIA.

During the term of this Agreement, with respect to all eligible employees (and eligible employees families), the cost of such dental coverage shall be shared between the Employee and the MCIA on the same basis that such costs are shared between the MCIA and such employee as of the date hereof for family coverage. Single coverage for employee only will continue at no cost. The Employee's cost of the dental coverage shall be paid through payroll deduction.

3. Drug Prescription Plan. All full time employees and full time employees' families will be covered by a Drug Prescription Program. With respect to full time employees, the cost of the Drug Prescription Program shall be paid by the MCIA; however, there will be a co-pay of \$3.00 per prescription drug to be paid by the employee for non-generic drugs and the co-pay for generic drugs will be \$0. With respect to part time employees, ten percent (10%) of the cost of such Drug Prescription Plan shall be paid by part time employees working thirty-two (32) or more hours per week and twenty percent (20%) of the cost of such Drug Prescription Plan shall be paid by employees working twenty-four (24) to thirty-two (32) hours per week (through payroll deduction).

4. 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:

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

This reimbursement will not exceed and is limited to a total of \$110.00 for a combined cost for the above during a two (2) year period.

The Vision Care Program shall apply only to the full time employee and not to an employee's family members. Full time Employees shall present the vision care bills and proper documentation to the MCIA for reimbursement.

Part time employees working at least thirty-two (32) hours per week shall be



reimbursed 90% of the \$110.00 reimbursement. Part time employees working at least twenty-four (24) to thirty-two (32) hours per week shall be reimbursed 80% of the \$110.00 reimbursement.

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

7. Payment of New Jersey State Health Benefits - Traditional Coverage for Retirees. Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the MCIA agrees to provide New Jersey State Health Benefits - Traditional Medical Coverage and Major Medical to a retired employee and his/her dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a state or locally Administered Retirement System.

## ARTICLE 11

### HOLIDAYS

The paid holiday schedule will be as follows:

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

Full time and part time employees shall observe and be paid for holidays in accordance with MCIA's posted observance schedule for such holidays. All full time or part time employees working on Martin Luther King Day, President's Day, Memorial Day, Veteran's Day and the Day after Thanksgiving Day, will receive regular pay at straight time for hours worked plus holiday pay for holiday worked at time and one-half regular pay. Any full time or part time employees working on New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, will receive regular pay at straight time for the holiday plus holiday pay for the hours worked at two times regular pay. Holiday hours will not exceed standard shift of eight (8) hours. 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 or part time employees scheduled off on a holiday shall receive their regular time rate and no compensatory day. Holidays not worked will be counted as hours worked for purpose of overtime.

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.

Employees shall provide the MCIA with sixty (60) days written notice concerning holiday requests. The MCIA will respond within two (2) weeks as to whether the holiday will be granted. If not responded to within the two (2) week period, such holiday will be deemed to be approved. Approval will be determined on a seniority basis at the time of the request. In the event an employee works on a specified holiday one year, the employee shall be granted the holiday off the next year, regardless of seniority, provided that written notice requesting the holiday is given to the MCIA at least sixty (60) days prior to the holiday.

Employees shall be required to work a minimum of five (5) holidays per year. Special circumstances will be reviewed by the MCIA for any employee requesting to work less than five (5) holidays.

Employees regularly scheduled to work Monday through Friday may volunteer to work a holiday.

If a holiday falls during an Employee's vacation an additional vacation day may be taken.

## ARTICLE 12

### PERSONAL DAYS

All full time employees shall have three (3) paid personal days per year. Part time employees shall be entitled to paid personal days prorated based on the percentage of hours regularly scheduled to work per week over forty (40) hours. Personal days may not be carried over to the following year. Any personal days accrued and earned but unused by year-end shall be forfeited.

Personal days may be taken on separate days or consecutively; however, the Employee will give the three (3) days notice for each personal day to be taken. There will be no refusal of time off with proper notice.

Time off will be calculated as hours worked for the purpose of overtime.

Employees of the Union shall be permitted to use no more than two (2) personal days in the last quarter of any calendar year and no personal days may be scheduled between December 15<sup>th</sup> and December 31<sup>st</sup> of any year.

If termination of employment occurs before year-end and the employee has taken more personal leave than they are entitled to, the per diem rate of pay for the excess days shall be deducted from the final pay.

**ARTICLE 13**  
**BEREAVEMENT**

All full time employees (after ninety (90) continuous days of employment with the MCIA) shall be entitled to receive a maximum of four (4) full time days leave with pay in the event of the death of his/her spouse or child, and a maximum of three (3) days leave with pay in the event of the death of a mother, father, mother-in-law or father-in-law.

It is understood and agreed that bereavement leave will be communicated to the Department Head by the employee, and said employee shall be granted up to three (3) days leave of absence consisting of the working days next following the day of death or the time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the Employee with a prior notification to and authorization from 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 the time set forth herein; provided, however, if long-distance travel is required (as evidenced by written documentation provided by the Employee and approved by the Employee's immediate supervisor), the Employee may utilize a reasonable amount of additional time to return to work by utilizing any accrued and earned unused vacation or personal days. Time off without pay will not be subject to the attendance policy.

Part time employees shall be entitled to bereavement leave based on a percentage of hours normally scheduled to work over a forty (40) hour week.

Paid Bereavement time off will be calculated as time worked for purposes of overtime.

## ARTICLE 14

### VACATIONS

The MCIA will recognize the length of prior continuous employment of employees employed by the County of Middlesex (the "County") at Roosevelt Care Center for determining vacation leave for Employees and continuously employed by the MCIA in determining years of service for vacation purposes. Employees shall not be granted paid vacation leave until completion of one (1) full year of continuous employment with the MCIA. Vacation leave will, however, be accrued by such employees during such initial year of employment but may not be taken until the end of the first year of employment. All employees shall accrue paid vacation leave based upon the following schedule:

<u>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 - 25 years	30 days

Notwithstanding the foregoing, to the extent an employee currently receives more vacation leave than permitted by the above schedule, such employee shall continue at such level until reaching the next level.

Part time employees working 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.

Vacation requests must be submitted in writing to the MCIA at least thirty (30) days prior to the requested vacation date. When submitted, a written response will be given within two (2) weeks. If not responded to within the appropriate time, the request will be

deemed approved. The MCIA shall provide notice to employees in November to remind employees to schedule vacations beginning January of the following year and in May for the remainder of that year beginning July. Vacations shall be granted by seniority at the time of the request.

If termination of employment occurs before year-end and the Employee has taken more vacation time than they are entitled to, the pro rated rate of pay for the excess days shall be deducted from the final pay.

Beginning in calendar year 2003, an Employee may carry over only up to one (1) year's worth of vacation time into the next calendar year and this will be only with the prior written permission of the supervisor. Any Employee who was hired prior to January 1, 2002 and who carries more than one (1) year of vacation time into calendar year 2003 may request to cash in any vacation time in excess of the one-year carried over. Employees who want to cash in this vacation time must notify the Personnel Department in writing by December 31, 2002. In the event that the MCIA approves of the request to cash in any vacation days, the Employee will be paid for any of these vacation days at the Employee's hourly rate as of December 31, 2002 in the first pay period following such date. Any excess vacation time beyond the one- year that is carried into 2003 that is not cashed in, must be scheduled to be utilized in 2003 such that only one year may be carried into 2004 if prior written permission of the supervisor is obtained.

Vacation time off will be calculated for purposes of overtime as time worked.

**ARTICLE 15**  
**SICK LEAVE**

An Employee shall not be granted paid sick leave until completion of ninety (90) days of continuous employment. Upon completion of ninety (90) days of continuous employment, such employees shall be granted paid sick leave of one (1) day per month (i.e., twelve (12) 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.

If termination occurs before the end of the year and more sick leave has been taken than earned, the pro rated 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 employment for which the Employee has a claim for Workmen'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.

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

Sick days may be carried over.

Sick days will be based on a calendar year.

Use of sick leave shall not be treated as a disciplinary matter unless patterned, abusive or used in connection with other leave time.



Part time employees regularly scheduled to work twenty-four (24) hours or more per week, shall be entitled to a prorated number of sick days based on the percentage of hours regularly scheduled to work over a forty (40) hour work week.

## ARTICLE 16

### YEARLY SICK TIME BUY OUT

At the end of each calendar year, an Employee may apply for and receive a cash payment for sick days earned and credited and not used during the current calendar year. Such payment shall be equal to one (1) day's pay for every three (3) days sick time credited and not used to a maximum of (a) five (5) days pay for sick days credited and not used for employees previously employed by the County and carried forward to employment by the MCIA, and (b) three (3) days for sick time credited and not used from and after employment by the MCIA. Employees electing to receive a cash payment for the sick days shall be deemed to have used the three (3) or (5) sick days, as applicable.

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.

Only those Employees having used less than fifty percent (50%) of sick time accrued during the then current calendar year shall be deemed to qualify for participation in the yearly sick-time buy-out program for such calendar year.

Part time workers, working twenty-four (24) or more hours per week, will be credited with sick days and their eligibility for buy-out on a prorata 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 31<sup>st</sup> 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 based on the wage rates of the prior year.

## **ARTICLE 17**

### **LONGEVITY**

Effective July 1, 2002, longevity will be discontinued. The salary adjustment change will be effective the first pay period of August 2002. This is being done to accommodate longevity in the base pay (for those who already are receiving longevity) and to equalize all employees onto the salary chart at the correct range and step.

## ARTICLE 18

### DISCIPLINE BY DISCHARGE; GRIEVANCE PROCEDURE

No Employee will be disciplined by discharge without just cause. Unless certain violations are considered inherently wrong and require prompt severe action, disciplinary action will normally be taken in the progressive measures. Progressive discipline shall be the application of corrective measures by increasing degrees, designed to motivate the Employee to undertake the required improvement. All other things being equal, the sequence and/or severity of the disciplinary action shall be taken uniformly. Disciplinary action shall be instituted uniformly to the extent all other things are equal.

Any alleged violation of this 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:

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

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

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

Director or his/her designee within five (5) working days after receiving the answer from the MCIA Executive Director or his/her designee, under Step 3.

Step 4. If the grievance has not been resolved between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the MCIA Executive Director or his/her designee under Step 3. The American Arbitration Association 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. The fees and expenses of the arbitration shall be paid equally by the Union and the MCIA.

Any time period referenced in the grievance procedure may be extended by mutual agreement.

Notwithstanding the foregoing, grievances concerning terminations, if timely filed within ten (10) days of the occurrence, shall proceed immediately to Step 3.

The Steps and extension of time may be waived by mutual agreement.

Local Representatives may have paid leave for the purpose of processing grievance and attending scheduled grievance meetings with management and for reporting to the grievant the status of the grievance.

## **ARTICLE 19**

### **ADHERENCE TO PUBLIC EMPLOYEES RELATION COMMISSION**

The MCIA and the Union understand and agree that all rules promulgated by the Public Employees Relation Commission concerning any matter whatever not specifically covered in this Agreement shall be binding upon both parties.

## ARTICLE 20

### PART TIME EMPLOYEES

Part time employees (including provisional employees but excluding seasonal employees) shall be entitled to only those benefits set forth herein. Part time employees shall be entitled to receive shift differential (as provided in paragraph 4(c) hereof) and weekend differential (as provided in paragraph 4(d) hereof).

For purposes of the terms and conditions of employment described herein, "part time employee" means an employee who is normally scheduled to work at least twenty-four (24) hours per week. For purposes of these terms and conditions of employment, where entitled to benefits herein employees who are regularly scheduled to work between twenty-four (24) hours and forty (40) hours per week shall be entitled to receive the benefits and coverages on a pro-rated basis under this Agreement to the extent set forth herein. Employees normally scheduled to work less than twenty-four (24) hours per week shall receive no benefits.

Part time employees working a minimum of twenty-four (24) hours per week shall receive holiday pay pursuant to Article XI.

## ARTICLE 21

### ECONOMY LAYOFFS

The MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center, provided, however, that the Union will be provided with forty-five (45) days advance notice. 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.

Lay off shall be instituted in inverse order of seniority by job title (if able to perform the job). The Union will be notified as soon as possible of any potential layoff. The MCIA agrees to discuss with the Union the economic and non-economic impact of any potential layoff.



## **ARTICLE 22**

### **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 23**

### **DISABILITY INSURANCE**

The MCIA agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981, in accordance with P. L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and the employee.

Short term disability is through New Jersey State Disability. Long term disability is available through PERS after ten (10) years of employment. Information regarding both disability plans may be acquired through the Human Resource Office.

### **WORKERS COMPENSATION**

Workers Compensation is provided by the New Jersey State Workers Compensation and information is available at the Human Resource Office.

**ARTICLE 24**  
**PERSONNEL FILES**

The MCIA and the Union agree that the MCIA may retain and utilize the personnel files in existence for Employees.

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

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

Any disciplinary information (i.e., written reprimands, derogatory reports and/or unsatisfactory performance evaluations) entered in such personnel files prior to the Initial Employment Date shall not be utilized by the MCIA with respect to any disciplinary actions to be taken, grievance procedure to be held and/or performance evaluations to be undertaken subsequent to the Initial Employment Date.

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 and the Union representative before they become part of the Employee's personnel file. Union representatives shall not be entitled to confidential,

medical or psychological information concerning Employees without the Employee's written consent and waiver to release such information to the Union.

All reports shall be shown to an Employee before they become part of the Employee's personnel file with a copy to the Union Representative present.

**ARTICLE 25**  
**FAMILY LEAVE**

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

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

C) Upon an Employee's return from family leave under the Family Medical Leave Act, the Employee shall be reinstated to the Employee's former position or a position that is comparable in terms of pay, seniority, benefits and other terms and conditions of employment. Reinstatement is not required where a reduction in force has occurred.

D) Upon an Employee's return from the first twelve (12) months family medical leave, an additional twelve (12) months unpaid leave period will be granted. The Employee may not be reinstated to the Employee's former position or a position that is "comparable. Medical Benefits pursuant to the Collective Bargaining Agreement will continue during FMLA. In the event of additional approved leaves, the payment of the continuation of medical benefits will be made available under COBRA. Health care will be paid for by MCIA only during FMLA (first twelve weeks).

One week vacation may be saved by an Employee for vacation upon return to work. Adoptive leave will be given pursuant to FMLA.

**ARTICLE 26**  
**MILITARY LEAVE**

Any Employee who is a member of the National Guard, Navy, Air National Guard or a reserve component of any of the Armed Forces for the United States and is required to engage in field training as is authorized by law, such Employee may take a military leave of absence without pay for the period of such training. Such leave of absence shall be in addition to any accrued and unused vacation leave. In such event, any affected Employee may return to his/her job/position at the end of the required military leave and such Employee will, for all purposes, be considered to be continuously employed by the MCIA during the period of such military leave.

## **ARTICLE 27**

### **JURY DUTY**

Should an Employee be called to serve as a juror, before any court, he/she shall be paid for the time spent on jury duty on the basis of such Employee's regular salary up to ten (10) working days. If the Employee is scheduled longer than the two (2) week period, the Employee may request the Personnel Department to review the leave period.

## ARTICLE 28

### JOB VACANCY - JOB BIDDING

In the event that the MCIA finds the need or plans a newly created job or when a job vacancy exists within the Union, the MCIA will notify the president of the Union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information including job title, job description, rate of pay, department, unit assignment and shift, 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.

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

When a job vacancy develops as a result of termination, promotion, or other changes of status of any employee covered by this Agreement, or when a new position is created, the MCIA will inform the Employees and the Union of such vacancy by posting on the bulletin board and copying the Union President. The following information will be included in such posted bid: job title, job description and rate of pay, department or unit assignment and shift.

All applicants not selected will be notified in writing within ten (10) days by the Director of Nursing stating the reasons why he or she was not selected.

Job vacancy shall be filled within fourteen (14) days after an employee is selected to fill the vacancy unless a longer period of time is agreed to among the MCIA, the Union and the employee.



## ARTICLE 29

### RIGHTS AND PRIVILEGES OF THE UNION

1. The MCIA agrees to make available to the Union all public information concerning the MCIA. All requests shall be made through the Human Resources Office who shall forward such request to the MCIA's Public Information Officer. Information will be given to the Union in a timely manner as not to impede the Union in its investigation. With respect to information which may be necessary for the Union to process any grievance or complaint, all requests shall be made through the Human Resources Office.

2. The Union Local President shall have copies of all Roosevelt Care Center and MCIA Personnel Policies supplied by the MCIA. Furthermore, all additions, changes and deletions shall be provided to the Local President prior to the effective date of implementation.

3. Whenever any Representative of the Union or any Employee is scheduled by the parties to participate in negotiations or grievance procedures to meet with management, he/she shall be paid for such time.

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

The President shall be the chairperson to all Union Committees.

The Union will provide to the MCIA yearly a list of names, addresses and telephone numbers of the Officers and Stewards of PACE Local 2-1426.

If a Union Representative who works 3-11 or 11-7 attends union meetings during the day, time arrangements will be made for coverage on the regular shift, with no penalty, if needed and they will be paid for time spent in such meetings.

## ARTICLE 30

### SAFETY

The MCIA agrees 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.

The Union will appoint one (1) member of the Union to the Safety Committee. Accident issues will be discussed at the Safety Committee including intervention methods to prevent this accident in the future will be recommended to assure safety and adequacy of all working areas. Employees will be paid for time to attend such Safety Committee meetings.

There shall be a Safety Committee with the President of the Union or his/her designee. The function of the committee shall be to advise the appropriate authority concerning occupational safety, health and security matters. In the discharge of its functions, the safety committee shall review existing practices and rules relating to occupational safety and health; recommend actions to provide adequate security to protect employees working alone on evenings and night shift; recommend changes in existing practices and rules; review accidents, issues and recommend corrective actions and preventive measures; assure safety and adequacy of all working areas and equipment; responsibility of the employee to use the equipment provided. The Union shall appoint a member to the safety committee. MCIA will provide a safe environment at all times.

When an Employee feels staffing levels are not adequate, the MCIA will address with the Union the needs of the Employees to secure a safe environment.

## **ARTICLE 31**

### **MEAL**

All Employees shall be provided with one-half hour ( $\frac{1}{2}$  hour) per shift for meals without pay. The MCIA shall not provide free meals. Employees may purchase meals, if desired, at discounted rates arranged with the food service company.

## **ARTICLE 32**

### **MILEAGE**

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

## **ARTICLE 33**

### **EMPLOYEE'S PHYSICALS**

The MCIA shall pay for the state mandated physical and tests required by the State of New Jersey Department of Health to be performed every two (2) years or in compliance with the State of New Jersey Department of Health and Senior Services Regulations.

## ARTICLE 34

### NURSE PRACTICE COMMITTEE

A Nurse Practice Committee consisting of four (4) members of the nursing staff will meet on a monthly basis with the Nursing Director on a date and time mutually agreed upon. The President of the Local and/or designee or International Representative may attend such meeting. The Committee will have two (2) agendas:

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

Agendas should be submitted in advance from both parties. Notwithstanding the foregoing, changes to the agenda may be made by the MCIA and/or Union, if such changes represent a comparable substitute for or supplement to the foregoing provisions. In such event, the MCIA or Union shall provide prior written notice of such changes prior to the meeting. The Director and Union will give a written response within thirty (30) days of meeting to open issues.

Employees who are authorized to attend such committee meetings may do so with pay.

**ARTICLE 35**  
**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 36**

### **SEMINARS**

All Employees attending a seminar or continuing education class related to performance of their duties at Roosevelt Care Center or with respect to continuing nursing education generally, if assigned by the Administrator, or his/her designee, shall be paid for the amount of time spent attending such seminar and such time shall be counted as hours worked, as reflected on the Employee's time card.

With prior written approval of the administration, continuing education, such CEU certification, etc., classes shall be paid and the Employee shall receive the day's pay with expenditures if so required.



## **ARTICLE 37**

### **REQUIRED LICENSURES**

Any licensing of the full-time or part-time Employees of the Union employed at Roosevelt Care Center (at the time of licensing) required by the State of New Jersey shall be paid for by the MCIA. The MCIA shall not be required to pay for licensing for NFP employees.

**ARTICLE 38**  
**RULES OF THE MCIA**

All rules and regulations promulgated by the MCIA will be observed by the Employees.

**ARTICLE 39**  
**EDUCATIONAL LEAVE**

When or where possible, in light of staffing requirements and openings, the MCIA shall provide an employee returning from education 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 40

### TUITION REIMBURSEMENT

The MCIA agrees to establish a fund available to the Union to assist Employees in attending educational or training activities which will, in the judgment of the Administrator, serve the best interests of the facility. The MCIA agrees to make available to the Union up to \$12,500.00 per year for such fund. All requests for disbursements from the fund shall be made through the Personnel Department.

The MCIA and the Union will form a Labor Committee. This Committee will meet quarterly to review reimbursements.

Geriatric Certification. Reimbursement for geriatric certification will be paid from this fund.

## ARTICLE 41

### UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted eighteen (18) aggregate days per calendar year to attend a Union conference or convention. If attended during scheduled working days, the Union shall request these days at least one (1) week in advance when possible. It is also understood that the total cost in salary of nine (9) aggregate days will be the Union's responsibility and nine (9) days will be paid by the MCIA.

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, twelve (12) times per calendar year for the purpose of attending union meetings.

A Union person will be a local executive board member or designee by the board.

## **ARTICLE 42**

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

Neither the Union nor any 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 43

### COMPUTATION OR TYPOGRAPHICAL ERRORS/AMENDMENTS

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.

The MCIA and the Union agree that any future interim or permanent changes to this Agreement which require the consent and approval of the parties shall be in writing and shall be signed by the Union Shop Chairperson, Local Union President, the Union's International Representative and a representative of the MCIA.

## ARTICLE 44

### CONTRACTING OR SUBCONTRACTING

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

The MCIA will utilize Article 46, UTILIZATION OF EMPLOYEES prior to contacting outside agencies.

The MCIA agrees that no agency nurse will take preference to staffing and assignments over MCIA nurses.

Supervisors will not perform work assigned to the Bargaining Unit. Members of the Union will not be responsible for training students, new and agency nurses. In the event the MCIA's policy changes so that nurses take charge of the units, the MCIA agrees that agency nurses will not take charge of the units.

When a staff nurse requests/needs assistance in the performance of a task, he/she will request assistance from the Supervisor.

All professionals need to respond to the needs of the residents irrespective of Bargaining Unit situations.



## **ARTICLE 45**

### **DURATION OF CONTRACT**

It is hereby agreed that this Agreement shall remain in full force and effect from July 1, 2002 until December 31, 2005.

The parties agree to commence negotiation for an agreement commencing January 1, 2006 upon notice in writing by either party at least sixty (60) days and not more than one hundred twenty (120) days prior to January 1, 2006.

## ARTICLE 46

### UTILIZATION OF EMPLOYEES

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

- First: MCIA part time employees through payment of overtime, if applicable;
- Second: MCIA full time employees through payment of overtime, if applicable;  
and
- Third Agency nurses from outside employment agencies.

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

**ARTICLE 47**  
**COVERAGE OF UNION MEMBERS UNDER**  
**MALPRACTICE LIABILITY INSURANCE**

The MCIA will include all Employees represented by the Union and employed by MCIA at Roosevelt Care Center under the malpractice liability insurance for Roosevelt Care Center.

## ARTICLE 48

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

As a public employer, the MCIA will participate in the Public Employee Retirement System. The MCIA shall carry out all obligations imposed upon it to assure continued participation therein by all Employees. Among other things, the MCIA shall make such contribution to P.E.R.S. (including withholdings from Employees' paychecks) as required to maintain current eligibility. In addition, the MCIA shall make such withholdings from Employees' paychecks for purposes of purchasing life insurance policies through P.E.R.S. as may be required by P.E.R.S.

## **ARTICLE 49**

### **STATE OF EMERGENCY/TRANSPORTATION**

In the event of a State of Emergency, the MCIA shall make transportation available to Employees. In the event emergency and health care workers are exempt from any travel restrictions during a State of Emergency, the employee will use its best efforts to report to work. If not possible, they may use a sick or vacation day. In the event the administrator of the facility declares a weather emergency, any Employee who works the day shall receive double time for hours worked.

**ARTICLE 50**  
**SEVERABILITY**

In the event any provision of this Agreement or application thereof to any Employee or group of Employees is held contrary to law by a court of competent jurisdiction, said provision or application thereof will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application will continue in full force and effect. The parties will meet not later than twenty (20) days after such holding for the purpose of attempting to legalize the provision affected.

**ARTICLE 51**  
**ORIENTATION**

New Employees or Employees transferred from one unit to another shall receive appropriate on-site orientation which may include but not limited to, familiarization of the Employee with the procedures, objectives and philosophies, organization structure and channels of communication open to the Employee. "On-site" orientation shall begin from the first day of duty and continue as long as necessary. For new Employees, the Union will be provided with thirty (30) minutes during such orientation period to explain its role at the facility. The Director of Nursing will inform the President of the Local as to the time and place of the meeting.

## **ARTICLE 52**

### **SUCCESSORSHIP CLAUSE**

The MCIA hereby agrees that in the event Roosevelt Care Center is sold or leased, the new owner or lessee shall be required to recognize the Union as the duly authorized representatives of the Employees at Roosevelt Care Center holding the positions and titles set forth on the attached, the terms and conditions set forth in this Agreement shall continue in full force and effect for the duration of the Agreement and such purchaser or lessee shall offer employment to a majority of the work force of the current Union employees.



**ARTICLE 53**  
**DEFINITIONS**

Full-time shall mean employees regularly scheduled to work forty (40) hours per week.

Regular part-time shall mean employees regularly scheduled to work a minimum of twenty-four (24) hours and a maximum of thirty-nine (39) hours per week. An Employee who is regularly scheduled to work a minimum of twenty-four (24) hours a week and is not a full time employee shall be entitled to receive benefits on a pro-rated basis. An Employee who is regularly scheduled to work less than twenty-four (24) hours per week shall not be entitled to any benefits or paid leaves. The only benefit provided to such Employee shall be holiday pay at time and one-half regular pay for any holiday worked.

Temporary shall mean an Employee scheduled to work for a fixed period of time not to exceed ninety (90) days. Such Temporary Employee shall not be entitled to benefits or paid leave.

Agency Nurses shall mean nurses provided by a staffing agency for the purpose of emergency staffing needs. Agency nurses shall not displace MCIA employees with regard to staffing needs. If Agency nurses become employees of Roosevelt Care Center, they will be given credit for time served with the Agency when at Roosevelt Care Center for the purpose of seniority, except for pension.

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 1st day of ~~July~~ ~~August~~ 2002.

**MIDDLESEX COUNTY IMPROVEMENT  
AUTHORITY**

**Attest:**

Jacque Eaker  
Jacque Eaker, Secretary

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

**PROFESSIONAL NURSES AND HOSPITAL  
PERSONNEL DIVISION OF PAPER  
ALLIED INDUSTRIAL, CHEMICAL &  
ENERGY WORKERS INTERNATIONAL  
UNION, AFL-CIO, CLC AND ITS PACE  
LOCAL 1426**

By: Virginia C. Woodward 6/16/2003

**Name: Virginia C. Woodward  
International Representative**

By: Elizabeth Rivera

**Name: Elizabeth Rivera, President  
PACE Local 2-1426**

By: Ed Solis

**Name: Ed Solis, Treasurer**

By: Idene Buzon

**Name: Ilene Buzin, Secretary**

By: Michelle Goonetilleke

**Name: Michele Goonetilleke,  
Sgt @ Arms and Steward**

By: \_\_\_\_\_

**Name: Alice Arnold, Steward**

**EXHIBIT 1**  
**BASE SALARY FOR NEW EMPLOYEES**

<u>Title</u>	<u>Hourly</u>		
	<u>01/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>
Registered Nurses	\$21.75	\$21.75	\$22.51
Licensed Practical Nurses	17.25	17.25	17.85

**PACE International Union, AFL-CIO, CLC  
MEMBERSHIP APPLICATION — AUTHORIZATION**

I hereby request and accept membership in the PACE International Union AFL-CIO, CLC and do hereby authorize said Union, through its agents to represent me in collective bargaining and enter into contracts with my employer.

Signature \_\_\_\_\_ Local No. \_\_\_\_\_

Name (Print) \_\_\_\_\_  
First Name - Middle Initial - Last Name

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip Code \_\_\_\_\_

Previous Membership: Yes  No  Local No. \_\_\_\_\_

Date Employed \_\_\_\_\_ Initiation Fee Paid \$ \_\_\_\_\_

Social Security No. \_\_\_\_\_ Clock No. \_\_\_\_\_

Employed By \_\_\_\_\_ Dept. \_\_\_\_\_

**PACE International Union, AFL-CIO, CLC  
MEMBERSHIP APPLICATION — AUTHORIZATION**

I hereby request and accept membership in the PACE International Union AFL-CIO, CLC and do hereby authorize said Union, through its agents to represent me in collective bargaining and enter into contracts with my employer.

Signature \_\_\_\_\_ Local No. \_\_\_\_\_

Name (Print) \_\_\_\_\_  
First Name - Middle Initial - Last Name

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_ Zip Code \_\_\_\_\_

Previous Membership: Yes  No  Local No. \_\_\_\_\_

Date Employed \_\_\_\_\_ Initiation Fee Paid \$ \_\_\_\_\_

Social Security No. \_\_\_\_\_ Clock No. \_\_\_\_\_

Employed By \_\_\_\_\_ Dept. \_\_\_\_\_

**CHECK—OFF AUTHORIZATION**

I hereby assign to my Local Union affiliated with the PACE International Union from any wages earned or to be earned by me, the amount of my monthly dues and initiation fee in said Union.

I authorize and direct any employer to deduct such amounts from my pay each month and to remit the same to the order of the financial secretary of my Local Union in accordance with the terms of this Agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date appearing below or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner, and I further agree and direct that, regardless of my membership status in the Union, this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement with the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each collective bargaining agreement, whichever occurs sooner.

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Name (Print) \_\_\_\_\_ PACE Local No. \_\_\_\_\_

Address \_\_\_\_\_ City and State \_\_\_\_\_

Social Security No. \_\_\_\_\_ Clock No. \_\_\_\_\_

Employed by \_\_\_\_\_ Dept. \_\_\_\_\_

**ROOSEVELT CARE CENTER**

<b>JOB TITLE</b>	REGISTERED NURSE			
<b>JOB CODE</b>	20			
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing			
<b>REPORTS TO</b>	Supervising Nurse, Unit Manager, ADON and DON			
<b>POSITIONS SUPERVISED</b>	LPNs, CNAs, Ward Clerks, Restorative Aides/Escorts			

**JOB SUMMARY:**

Under direction and general supervision, provides assessment and implementation of direct nursing care to residents in a long-term care facility.

**ESSENTIAL JOB FUNCTIONS:**

Identifies and documents initial assessment of the resident's needs for immediate nursing action following admission. Assesses nursing needs of the resident in order to detect pertinent changes in the clinical picture and identifies appropriate changes necessary in the care plan; Develops, plans, evaluates, and documents care based on this assessment utilizing MDS form.

Initiates appropriate referrals to other departments, services, and/or outside agencies for resident care.

Gives comprehensive patient/resident care.

Consults with supervisors and others regarding significant changes in resident's condition and relays appropriate information to succeeding shift.

Collaborates with of the health care team to complete MDS and care planning in compliance with facility and regulatory agency requirements.

Interprets clinical data and notifies the physician of immediate changes in management that are indicated.

Ensures that medical and emergency equipment /devices including alarms are in operating condition, and are available and functioning.

Participates in wound care rounds.

Assists in the orientation and training of new personnel.

Provides clinical supervision of LPN's, CNA's and other ancillary staff.

Maintains established departmental policies and procedures, objectives, quality assurance program, safety, environmental and infection control standards; promotes adherence to Resident Bill of Rights.

## **REGISTERED NURSE**

### **OTHER JOB DUTIES:**

Attends and participates in required inservice training.  
Relieves Unit Manager or other supervisor as required.  
Does related work as required.

### **BASIC COMPETENCIES EDUCATION:**

Graduation from an accredited school of nursing.  
Current and valid NJ licensure as an RN.

### **EXPERIENCE:**

Preferred but not required.

## ROOSEVELT CARE CENTER

<b>JOB TITLE</b>	Registered Nurse (Wound Care)			
<b>JOB CODE</b>	20			
<b>JOB DESIGNATION</b>	Management	Supervisory	Non-Supervisory	Union
(check one)	[ ]	[ ]	[ X ]	[ X ]
<b>DEPARTMENT</b>	Nursing			
<b>REPORTS TO</b>	Assistant Director of Nursing; Associate Director of Nursing; Director of Nursing			
<b>POSITIONS SUPERVISED</b>	None			

**JOB SUMMARY:**

In collaboration with the treating physician assesses residents with wounds and participates in the development of appropriate treatment plans. Does necessary follow up to assure that appropriate treatment regime is followed and that resident is responsive.

**ESSENTIAL JOB FUNCTIONS:**

Participates in the orientation and training of new nurses in wound care policy and techniques and oversees competencies completion.

Inservices staff on policies and procedures for wound care.

On new admissions assesses wound status and works with the physician to develop an effective treatment plan.

Does follow-up with all staff nurses to assure competencies are addressed and up to date.

On at least a weekly basis does rounds and coordinates with consulting physicians to assure that treatment plans are implemented; condition of cases is satisfactory and documentation is accurate and timely.

Investigates acquired wounds and furnishes reports to Director of Nursing.

Assures that necessary wound care supplies are available and appropriate.

Coordinates with the Rehabilitation staff to assure that their activities are compatible and complimentary to the care of wounds.

**OTHER JOB DUTIES:**

Coordinates with staff in the implementation of trials on new products and techniques approved by the Administration.

Upholds departmental policies and procedures, quality programs, safety and infection control standards.

Participates in interdisciplinary care plan meetings with staff.



Attends and participates in inservice training and meetings and maintains currency with developments in the field.

Does related work as required.

**BASIC COMPETENCIES EDUCATION:**

Graduation from an accredited school of Nursing.

Current and valid New Jersey licensure as an Registered Nurse.

**EXPERIENCE:**

Professional nursing experience in the handling of wounds is preferred.

## ROOSEVELT CARE CENTER

<b>JOB TITLE</b>	LPN INSTRUCTOR			
<b>JOB CODE</b>	14			
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing			
<b>REPORTS TO</b>	DON; Associated DON; ADON			
<b>POSITIONS SUPERVISED</b>	CNA Instructor			

### JOB SUMMARY:

Under direction, is responsible for the theoretical and clinical teaching of professional and non-professional nursing staff, as well as mandatory education of facility employees.

### ESSENTIAL JOB FUNCTIONS:

Performs ongoing needs assessment for the Staff Development Department to meet State, Federal and Professional Guidelines for educational programming; maintains timely and accurate record keeping of attendance at programs; insures that personnel are afforded ample opportunity to partake in programming by virtue of the scheduled and the repeating of programs.

Prepares individualized and creative lesson plans for the educational topics and tailors these educational programs to different levels of staff as appropriate.

Coordinates clinical experience, assignments for new nursing staff and students; performs follow-up and monitoring of nursing staff and students performance and satisfaction; monitors the compliance with the State Department of Health requirements for recertification, registration and education of nurses aides.

Monitors individual staff members performance in order to develop remedial educational programs according to policy.

Develops, plans and implements orientation program for new employees, students and promoted employees that meet state and federal requirements; provides educational programming that is in concert with Standards of Nursing Practice and in concert with Standards of Gerontological Nursing; utilizes the video tape mechanism so that live presentations can be re-broadcast frequently; distributes monthly calendar to all departments; acts as the educational clearing house for all departmental issues regarding learning; maintenance of standards and certification and licensure issues.

Maintains Clinical Library of books, videos, and journals in an orderly manner.

Insures that the inclusion of technical advancement in the practice of nursing is included in the professional standards and procedures of the Nursing department; provides consultation to Nursing Administration on matters of education content and or necessary policies/procedures.

## **LPN Instructor**

Participates in Quality Assurance studies and Nursing research as assigned; monitors the effectiveness of the educational programming through self assessment and intradepartment auditing.

### **OTHER JOB DUTIES:**

Attends and participates in required inservice training programs as well as professional conferences and seminars and maintaining currency with developments in the field.

Does related work as required.

### **BASIC COMPETENCIES EDUCATION:**

Current NJ licensure as LPN

### **EXPERIENCE:**

Three years of experience in nursing with at least one year of experience in training in nursing areas

## ROOSEVELT CARE CENTER

<b>JOB TITLE</b>	<b>LICENSED PRACTICAL NURSE</b>			
<b>JOB CODE</b>	14			
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing			
<b>REPORTS TO</b>	Registered Nurse, Supervising Nurse, Unit Manager, ADON, DON			
<b>POSITIONS SUPERVISED</b>	CNAs, Restorative Aides, Escorts			

### JOB SUMMARY:

Under direction provides nursing care to residents in a long-term care facility and in the absence of RN, acts as Team Leader in a unit.

### ESSENTIAL JOB FUNCTIONS:

Provides direct care, such as administration of medications, and treatments and to assigned residents. Completes rounds as appropriate.

Monitors residents condition and responds appropriately, notifying RN or Nursing Supervisor as needed.

Documents pertinent information regarding resident responses and nursing interventions in resident's medical records.

Monitors specific data such as medications, lab/diagnostic results and therapies.

Assist in completion of MDS and care planning process under RN direction.

Orients residents and their families to long term care environment and maintains liaison with families.

Participates in committees and conferences as well as orients and assists other clinical personnel.

Initiates appropriate referrals to other departments, services, and/or outside agencies for resident care.

Gives comprehensive patient/resident care.

Consults with supervisors and others regarding significant changes in resident's condition and relays appropriate information to succeeding shift.

Ensures that medical and emergency equipment/devices including alarms are in operating condition, and are available and functioning.

Participates in wound care rounds.

Assists in the orientation and training of new personnel.

## LICENSED PRACTICAL NURSE

Maintains established departmental policies and procedures, objectives, quality assurance program, safety, environmental and infection control standards; promotes adherence to Resident Bill of Rights.

### **OTHER JOB DUTIES:**

Attends and participates in required inservice training.  
Does related work as required.

### **BASIC COMPETENCIES EDUCATION:**

Ability to read, write, speak and understand English sufficiently to perform the job.  
Graduation from an accredited school of practical nursing plus a current NJ license to practice as a Licensed Practical Nurse.

### **EXPERIENCE:**

One year of experience in clinical nursing is preferred.

## ROOSEVELT CARE CENTER

<b>JOB TITLE</b>	LICENSED PRACTICAL NURSE/RELIEF NURSE (11-7)		
<b>JOB CODE</b>			
<b>JOB DESIGNATION</b> (check one)	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	NURSING		
<b>REPORTS TO</b>	NURSING SUPERVISOR		
<b>POSITIONS SUPERVISED</b>	C.N.A.		

### JOB SUMMARY

Under supervision of a professional nurse, renders nursing care to residents and performs related work as required and within the limits of training.

### ESSENTIAL JOB FUNCTIONS

#### A. RESIDENT CARE

1. Collects data from resident, family or significant others and records on Initial Data Base form, 24 hour nursing assessment, and provides data to R.N. for MDS inclusion.
2. Contributes to the formulation and updating of plan of care and implements plan of care under the direction of the Registered Nurse or Assistant Director of Nursing - Clinical Administration.
3. Gives direct nursing care to assigned residents (e.g., medications, treatments, dressing changes, resident care, TPR) according to established standards.
4. Recognizes changes in resident condition and responds appropriately, notifying Unit Manager or Nurse Supervisor as needed and the physician as indicated.
5. Documents pertinent information regarding resident's responses and nursing interventions in resident's/resident's medical record.
6. Administers medication according to hospital policies; understands and monitors age specific data including meds, lab/diagnostic results, etc.

#### B. RESIDENT CARE RELATED DUTIES

1. Applies principles of infection control and safety in the performance of resident/resident care.
2. Communicates effectively with the appropriate Supervising Personnel and other member of the Health Care Team (IDC) including physicians regarding resident's/resident's needs and/or changes in condition.

3. Responds appropriately in crisis situation; able to prioritize.
4. Reports significant unit problems to the R.N./ Unit Manager / Nurse Supervisor.
5. Demonstrates understanding and complies with all regulatory agencies; ability to assume being team leader in the absence of an R.N.
6. Resident care responsibilities are delivered with a knowledge of resident growth and development and are appropriate to the ages of the residents served and complies with Bill of Rights.
7. Participates in preceptor teaching; nursing research activities (CQI).
8. Maintains established departmental policies and procedures, objectives, quality assurance program, safety, environmental, and infection control standards. Promotes adherence to the Resident's Bill of Rights. Understands psychosocial, cultural, religious, and economic needs of geriatric resident.
9. Customer Service: respect, flexibility, knowledge, confidence, professionalism, pleasant attitude, patience and helpfulness. All responses should be timely, professional, caring, and respectful in accordance with Customer Service Performance expectations. Communicates effectively.

#### **OTHER JOB DUTIES**

Orients resident and family to new environment; develops rapport with residents family and/or significant others.

Orients LPNs, Nurses Aides and orderlies as required.

Participates on unit committees and in CQI activities as assigned.

Participates in resident care conferences and in staff development activities as required.

Assists other personnel as needed.

Performs other related duties as required.

Assumes responsibility of unit when relieving peers for break. Follows up on all issues identified and acts according to professional standards.

#### **BASIC COMPETENCIES**

##### **Education:**

Graduation from an accredited school of Practical Nursing or equivalent education as described by the State Education Law. Current NJ license as an LPN or Temporary Permit to practice as a Practical Nurse. If practicing under a temporary permit, must obtain licensure within 12 months of date of hire.

Successful completion of Progressive Care Orientation Program required.

CPR certification required.

Successful completion of Progressive Care Orientation Program required.  
CPR certification required.

**Experience:**

CPR; Med pass; BGM; dressing change

**Skills:**

Clinical nursing skills appropriate for an LPN.

Good oral and written communication skills.

Good interpersonal skills.

Speaks, reads and writes English to the extent required by the position.

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**JOB SETTING/PHYSICAL DEMANDS**

All resident care areas; contact with residents, visitors, staff.

Frequent prolonged standing/walking.

Lifts, positions, pushes, and/or transfers residents.

Protective clothing worn: face shield, gloves, impermeable gown, particulate respirator.

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**POTENTIAL EXPOSURES (Category I, II, III)**

Blood	I	Formaldehyde	III
Body Fluid	I	Radiation	III
Etho	III	Glutaraldehyde	III

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The above statements are intended to describe the general nature and level of work being performed.

They are not intended to be construed as an exhaustive list of all possibilities, duties and skills required of personnel so classified.

**APPROVALS**

Department Director	Date
Administrator	Date
Human Resources	Date



**ROOSEVELT CARE CENTER**

<b>JOB TITLE</b>	CENTRAL SUPPLY/LPN			
<b>JOB CODE</b>				
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	Maintenance, Plant and Grounds			
<b>REPORTS TO</b>	Administrator			
<b>POSITIONS SUPERVISED</b>	NONE			

**JOB SUMMARY:**

Under direction, does the work involved in operating the central supply facility for ordering, storage, and distribution of specialized medical equipment and supplies.

**ESSENTIAL JOB FUNCTIONS**

In conjunction with the Nursing Department, establishes PAR levels and maintains the inventory of special medical supplies and equipment such as wound care items, general care products and therapeutic medical maintenance equipment.

Cleans and does minor repairs to suction and other medical equipment.

Performs the clerical work involved with vendor transactions and the business office.

Maintains the service inventory and distribution of syringes for the Nursing Department.

**OTHER JOB DUTIES:**

Attends required inservice training as well as participation in other training and development programs.  
Does related work as required.

**BASIC COMPETENCIES EDUCATION:**

Licensure as a New Jersey Practical Nurse.

**EXPERIENCE:**

One year of experience as an LPN which shall have included experience with the use and handling of specialized medical supplies and equipment of the type used in a long term care facility.

**ROOSEVELT CARE CENTER**

<b>JOB TITLE</b>	Licensed Practical Nurse (Employee Health/Risk Management)			
<b>JOB CODE</b>	14			
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ X ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing			
<b>REPORTS TO</b>	Director of Nursing; Associate Director of Nursing			
<b>POSITIONS</b>	None			
<b>SUPERVISED</b>				

**JOB SUMMARY:**

Under the general direction and supervision of the DON & Associate DON, formulates and implements the facility wide employee health and risk management programs, including the training aspects, preventive medical procedures and on-going practices & procedures.

**ESSENTIAL JOB FUNCTIONS:**

Participates in the orientation process by educating new employees in risk management & employee health requirements, procedures & processes.  
 For staff employees participates in continuing education seminars and in-house training & development programs. Schedules & conduct in-servicing programs for staff.  
 Assists management in establishing & implementing comprehensive policies & procedures related to risk management and employee health. Investigates incidents and accidents occurring at the facility related to health & safety and makes recommendations to the Director of Nursing for corrective interventions in conjunction with the IDC team.  
 Collects & analyzes data and statistics relating to health & safety and makes recommendation to DON & Associate DON for correction or improvements.  
 Recommends improvements & corrective actions to employee health & safety and risk management practices & procedures.

Assists in completing pre-employment & physical examinations for new employees and annual health examinations for staff, assists & participates with Physicians in health examination and completes annual health screening questionnaires.  
 Oversees and/or assists in Mantoux testing, hepatitis B vaccinations, rubella screening & influenza and other health screening vaccinations.  
 Investigates all medication errors and provides factual reports & recommendations for improvement to DON or Associate DON.  
 Analyzes statistical and other data from CQI reports in the areas of risk management & employee health & safety and reports issues and recommendations for changes or improvements to the DON Associate DON.

**OTHER JOB DUTIES:**

Attends & participates in facility and other meetings and committees relating to employee health & risk management.  
 Attends and participates in in-service training, meetings, and maintains currency with developments in the field  
 Does related work as required.

**BASIC COMPETENCIES:**

Graduation from an accredited school of Nursing.

Current and valid New Jersey licensure as a Licensed Practical Nurse.

**EXPERIENCE:**

Professional nursing experience in the area of employee health & risk management is preferred.

<b>JOB TITLE</b>	REGISTERED NURSE (HOSPICE)			
<b>JOB CODE</b>				
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing (Hospice)			
<b>REPORTS TO</b>	Hospice Supervisor			
<b>POSITIONS SUPERVISED</b>	LPNs, CHHAs, Clerks, Volunteers			

**JOB SUMMARY:**

Under direction and general supervision, provides assessment and implementation of direct nursing care to residents of the Hospice or to patients residing at home.

**ESSENTIAL JOB FUNCTIONS:**

Assumes primary responsibility for direct care of terminally ill residents at home or in the Hospice.

Completes a nursing assessment of resident and their families, including appropriateness of the Hospice program.

Carries out physicians medical orders and interprets orders and care plan to resident and family; instructs residents and families in managing care plan; delegates resident care responsibilities to LPNs, CHHAs, and volunteers and supervises their activities.

Participates in bereavement assessment, planning and follow-up services.

Assesses nursing needs of the resident in order to detect pertinent changes in the clinical picture and identifies appropriate changes necessary in the care plan; develops plans, executes, evaluates and documents care based on this assessment.

Order supplies and medications for the nursing operation.

Gives comprehensive patient/resident care.

Consults with Supervisors and others regarding significant changes in resident's condition and relays appropriate information to succeeding shift.

Collaborates with the health care team to complete MDS and care planning in compliance with facility and regulatory agency requirements.

Interprets clinical data and notifies the physician of immediate changes in management that are indicated.

Ensures that medical equipment and devices, including alarms, are in operating condition, functioning and are available.

Participates in resident care rounds.

Assists in the orientation and training of new personnel.

Maintains established departmental policies and procedures, objectives, quality assurance programs, safety, environmental and infection control standards, promotes adherence to Resident Bill of Rights.

**OTHER JOB DUTIES:**

Attends and participates in required inservice training.  
Does related work as required.

**BASIC COMPETENCIES EDUCATION:**

Graduation from an accredited school of nursing.  
Current and valid NJ licensure as an RN.

**EXPERIENCE:**

Experience in Hospice care, home care, med-surgical or oncologic nursing is preferred.

**BARBARA E. CHEUNG MEMORIAL HOSPICE**

<b>JOB TITLE</b>	LICENSED PRACTICAL NURSE (HOSPICE)			
<b>JOB CODE</b>				
<b>JOB DESIGNATION</b> (check one)	Management [ ]	Supervisory [ ]	Non-Supervisory [ X ]	Union [ X ]
<b>DEPARTMENT</b>	Nursing (Hospice)			
<b>REPORTS TO</b>	Hospice Supervisor; Registered Nurse (Hospice)			
<b>POSITIONS SUPERVISED</b>	CHAAs, Clerks, Volunteers			

**JOB SUMMARY:**

Under direction, provides direct nursing care to residents of the Hospice or the patients residing at home.

**ESSENTIAL JOB FUNCTIONS:**

Provides direct care, for terminally ill residents at their homes or in the Hospice.

Carries out physicians medical orders and interprets orders and care plan to residents and families and instructs residents and families in managing care plan.

Monitors resident's condition and responds appropriately, notifying the supervisor as needed.

Documents pertinent information regarding resident responses and nursing interventions in the resident's medical records.

Administers medications and monitors specific data such as medications, lab/diagnostic results and therapies.

Orders supplies and medications for the Nursing Operation.

Applies Infection Control procedures.

Participate in an on-going evaluation of the care plan with the Interdisciplinary Team, revising goals as necessary to insure that the resident's/family's needs are met.

Documents care and prepares records and report as required.

**OTHER JOB DUTIES:**

Attends required inservice training programs.

Does related work as required.

**BASIC COMPETENCIES EDUCATION:**

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

Graduation from an accredited school of practical nursing plus a current NJ license to practice as an LPN.

**EXPERIENCE:**

One year of experience in clinical Hospice nursing is preferred.

Winn-Dixie  
 40 Hours @ 3.5%  
 August 8, 2002

Salary Guide for 2002 through 2004

Hours/Week Percentage RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		Red Line Hourly In Annual Inc	
	HOURLY ANNUALLY	HOURS ANNUALLY	HOURS ANNUALLY	HOURLY ANNUALLY	HOURS ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY	HOURLY ANNUALLY		HOURLY ANNUALLY
1	7,500	15,600.00	7,625	16,146.00	8,042	16,711.14	8,314	17,296.03	8,604	17,901.31	8,907	18,527.81	9,219	19,163.35	9,542	19,847.57	9,876	20,542.29	0.2963	616.30
2	8,250	17,160.00	8,388	17,760.70	8,877	18,382.42	9,147	19,025.76	9,467	19,691.57	9,784	20,380.67	10,113	21,093.90	10,462	21,832.10	10,836	22,596.29	0.3359	677.87
3	9,000	18,720.00	9,315	19,375.20	9,640	20,053.28	9,974	20,755.07	10,327	21,481.41	10,681	22,233.33	11,032	23,011.46	11,404	23,826.83	11,831	24,650.50	0.3555	739.44
4	9,750	20,280.00	10,013	20,989.90	10,445	21,724.56	10,810	22,485.01	11,188	23,272.08	11,580	24,086.61	11,983	24,929.63	12,409	25,802.19	12,831	26,705.33	0.4143	862.78
5	10,500	21,840.00	10,875	22,604.40	11,247	23,395.63	11,641	24,214.53	12,049	25,062.18	12,478	25,936.26	12,923	26,847.18	13,351	27,786.93	13,867	28,759.54	0.4444	924.35
6	11,250	23,400.00	11,648	24,219.60	12,051	25,066.70	12,471	25,944.05	12,907	26,852.18	13,361	27,791.92	13,822	28,764.74	14,312	29,711.46	14,814	30,713.54	0.4741	986.13
7	12,000	24,960.00	12,420	25,833.60	12,854	26,731.78	13,306	27,673.57	13,770	28,642.22	14,253	29,644.78	14,751	30,682.29	15,267	31,756.19	15,801	32,847.16	0.5037	1,047.70
8	12,750	26,520.00	13,163	27,448.30	13,582	28,409.06	14,021	29,420.30	14,481	30,472.48	14,953	31,559.50	15,431	32,700.05	15,927	33,925.66	16,441	35,242.66	0.5333	1,109.26
9	13,500	28,080.00	13,925	29,062.80	14,361	30,079.92	14,817	31,132.82	15,293	32,225.53	15,781	33,422.53	16,281	34,750.00	16,793	37,410.61	17,327	39,030.58	0.5629	1,170.83
10	14,250	29,640.00	14,688	30,677.50	15,136	31,731.78	15,603	33,422.53	16,081	35,161.14	16,571	37,749.81	17,073	40,322.48	17,587	45,349.66	18,123	50,242.66	0.5926	1,232.61
11	15,000	31,200.00	15,520	32,892.00	16,064	34,622.27	16,623	37,664.42	17,197	40,707.77	17,787	44,751.94	18,393	48,991.68	19,015	54,429.66	19,653	60,282.66	0.6222	1,294.18
12	15,750	32,760.00	16,303	33,906.70	16,818	35,093.34	17,462	38,051.10	18,121	41,173.39	18,796	42,617.42	19,487	47,282.33	20,194	52,949.66	20,917	59,092.66	0.6518	1,355.74
13	16,500	34,320.00	17,075	35,521.20	17,582	36,764.42	18,293	39,511.04	19,029	42,663.44	19,784	46,467.07	20,556	50,751.94	21,345	55,691.66	22,151	61,842.66	0.6815	1,417.32
14	17,250	35,880.00	17,858	37,135.90	18,478	38,435.70	19,255	41,510.56	20,055	44,963.44	20,877	49,617.42	21,726	54,607.07	22,604	60,429.66	23,511	67,282.66	0.7111	1,479.09
15	18,000	37,440.00	18,630	38,750.40	19,281	40,106.77	19,957	43,240.08	20,655	46,319.94	21,384	50,282.66	22,146	54,941.09	22,901	60,842.66	23,692	68,592.66	0.7407	1,540.66
16	18,750	39,000.00	19,463	40,365.10	20,085	41,777.84	20,889	44,448.91	21,727	48,333.79	22,604	52,949.66	23,511	58,282.66	24,431	66,429.66	25,377	75,092.66	0.7703	1,602.22
17	19,500	40,560.00	20,125	41,979.60	20,889	43,448.91	21,820	46,969.60	22,674	50,074.70	23,556	54,025.46	24,482	59,167.42	25,431	68,429.66	26,377	78,592.66	0.8000	1,664.00
18	20,250	42,120.00	20,988	43,594.30	21,692	45,120.19	22,451	48,428.64	23,374	51,914.10	24,311	57,177.90	25,142	62,607.42	26,077	70,429.66	26,923	80,092.66	0.8296	1,725.37
19	21,000	43,680.00	21,750	45,208.80	22,497	46,791.06	23,280	49,833.41	24,147	53,704.14	25,029	58,833.84	25,842	65,117.11	26,722	75,558.18	27,593	85,242.66	0.8592	1,787.14
20	21,750	45,240.00	22,513	46,823.50	23,292	48,462.34	24,117	51,588.58	24,987	55,494.19	25,832	60,251.18	26,736	66,117.11	27,593	76,722.66	28,407	87,429.66	0.8888	1,848.70
21	22,500	46,800.00	23,275	48,438.00	24,066	50,133.41	24,962	53,617.62	25,819	57,284.24	26,699	62,607.42	27,556	69,167.42	28,377	78,429.66	29,151	89,692.66	0.9185	1,910.48
22	23,250	48,360.00	24,038	50,052.70	24,906	51,804.48	25,777	55,617.62	26,679	59,494.19	27,556	65,117.11	28,407	72,092.66	29,151	80,429.66	29,777	91,962.66	0.9481	1,972.05
23	24,000	49,920.00	24,800	51,667.20	25,709	53,475.55	26,602	58,147.14	27,405	62,607.42	28,280	67,282.66	29,151	74,092.66	30,029	82,429.66	30,604	94,962.66	0.9777	2,033.62
24	24,750	51,480.00	25,563	53,281.90	26,512	55,146.83	27,409	60,806.38	28,213	65,117.11	29,029	70,429.66	29,842	76,117.11	30,604	83,429.66	31,377	97,429.66	1.0074	2,095.39
25	25,500	53,040.00	26,325	54,896.40	27,316	56,817.70	28,222	62,607.42	29,029	68,429.66	29,842	74,092.66	30,604	80,429.66	31,377	88,429.66	32,151	99,962.66	1.0370	2,156.96
26	26,250	54,600.00	27,188	56,511.10	28,119	58,488.98	29,029	65,117.11	30,125	70,429.66	31,029	76,117.11	31,899	82,429.66	32,722	90,429.66	33,558	102,962.66	1.0666	2,218.53
27	27,000	56,160.00	27,950	58,125.60	28,921	60,160.05	29,954	67,282.66	30,983	72,092.66	31,899	78,429.66	32,722	84,429.66	33,604	90,429.66	34,429	104,962.66	1.0962	2,280.10
28	27,750	57,720.00	28,713	59,740.30	29,726	61,831.12	30,769	69,167.42	31,847	74,092.66	32,722	80,429.66	33,604	86,429.66	34,429	94,429.66	35,377	106,962.66	1.1259	2,341.87
29	28,500	59,280.00	29,475	61,354.80	30,529	63,502.19	31,598	71,092.66	32,703	76,117.11	33,604	82,429.66	34,429	88,429.66	35,377	96,429.66	36,250	108,962.66	1.1555	2,403.44
30	29,250	60,840.00	30,238	62,969.30	31,334	65,173.47	32,430	73,092.66	33,562	78,429.66	34,429	84,429.66	35,377	90,429.66	36,250	98,429.66	37,151	110,962.66	1.1851	2,465.01
31	30,000	62,400.00	31,000	64,584.00	32,136	66,844.34	33,216	75,092.66	34,429	80,429.66	35,377	86,429.66	36,250	92,429.66	37,151	100,429.66	38,029	112,962.66	1.2148	2,526.78
32	30,750	63,960.00	31,823	66,198.70	32,942	68,515.62	34,093	77,092.66	35,286	82,429.66	36,147	88,429.66	37,151	94,429.66	38,029	102,429.66	38,899	114,962.66	1.2444	2,588.35
33	31,500	65,520.00	32,602	67,813.20	33,743	70,186.69	34,926	79,092.66	36,077	84,429.66	37,029	90,429.66	38,029	96,429.66	39,029	104,429.66	40,029	116,962.66	1.2740	2,649.92
34	32,250	67,080.00	33,378	69,427.90	34,547	71,857.97	35,762	81,092.66	37,883	86,429.66	38,029	92,429.66	39,029	98,429.66	40,029	106,429.66	41,029	118,962.66	1.3036	2,711.49
35	33,000	68,640.00	34,153	71,042.40	35,354	73,528.83	36,577	82,692.66	38,790	88,429.66	39,029	94,429.66	40,029	100,429.66	41,029	108,429.66	42,029	120,962.66	1.3332	2,773.06
36	33,750	70,200.00	34,931	72,657.10	36,153	75,200.11	37,419	84,292.66	39,697	90,429.66	40,029	96,429.66	41,029	102,429.66	42,029	110,429.66	43,029	122,962.66	1.3628	2,834.81
37	34,500	71,760.00	35,707	74,271.60	36,957	76,871.18	38,208	86,092.66	40,597	92,429.66	41,029	98,429.66	42,029	104,429.66	43,029	112,429.66	44,029	124,962.66	1.3924	2,896.40
38	35,250	73,320.00	36,483	75,886.30	37,760	78,542.26	39,023	87,892.66	41,497	94,429.66	42,029	100,429.66	43,029	106,429.66	44,029	114,429.66	45,029	126,962.66	1.4220	2,958.18
39	36,000	74,880.00	37,260	77,500.80	38,564	80,213.33	39,918	89,692.66	42,397	96,429.66	43,029	102,429.66	44,029	108,429.66	45,029	116,429.66	46,029	128,962.66	1.4516	3,019.74
40	36,750	76,440.00	38,036	79,115.30	39,367	81,884.61	40,745	91,492.66	43,297	98,429.66	44,029	104,429.66	45,029	110,429.66	46,029	118,429.66	47,029	130,962.66	1.4812	3,081.31
41	37,500	78,000.00	38,812	80,730.00	40,170	83,555.47	41,576	93,292.66	44,197	100,429.66	45,029	106,429.66	46,029	112,429.66	47,029	120,429.66	48,029	132,962.66	1.5108	3,142.88

2002 ~ 2003 ~ 2004  
 40 Hour Week



Salary Guide for 2005

Hours/Week Percentage RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		Red Line			
	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	HOURLY	ANNUALLY	Hourly Inc	Annual In
1	7,625	16,146.00	8,034	17,296.03	8,664	17,901.31	8,907	18,527.81	9,219	19,176.35	9,541	19,847.57	9,876	20,548.29	10,228	21,261.34	10,597	22,037.10	10,982	22,875.50	0.3457	719.06
2	8,538	17,760.70	8,837	18,382.42	9,374	19,323.33	9,798	20,380.67	10,143	21,093.90	10,496	21,832.10	10,856	22,596.29	11,233	23,387.10	11,626	24,205.33	12,035	25,051.28	0.4148	862.78
3	9,315	19,375.20	9,640	20,053.28	10,013	20,755.07	10,388	21,481.41	10,801	22,233.33	11,254	23,016.66	11,656	23,831.11	12,088	24,687.88	12,551	25,576.01	13,045	26,508.08	0.4494	934.75
4	10,093	20,989.90	10,445	21,724.56	10,810	22,485.01	11,185	23,272.08	11,581	24,086.61	12,003	24,928.33	12,473	25,807.22	12,973	26,724.45	13,503	27,578.74	14,063	28,471.11	0.4839	1,006.51
5	10,875	22,604.40	11,247	23,395.63	11,641	24,214.53	12,049	25,062.13	12,478	25,936.26	12,928	26,847.18	13,400	27,794.96	13,894	28,711.46	14,411	29,674.75	14,951	30,613.04	0.5185	1,078.48
6	11,652	24,219.10	12,051	25,066.70	12,473	25,944.05	12,907	26,852.18	13,361	27,791.92	13,836	28,764.74	14,332	29,717.16	14,849	30,697.05	15,388	31,643.40	15,948	32,605.70	0.5531	1,150.21
7	12,420	25,833.60	12,847	26,737.78	13,306	27,673.57	13,770	28,642.22	14,252	29,644.78	14,756	30,682.29	15,274	31,756.19	15,806	32,867.74	16,354	34,022.16	16,918	35,367.34	0.5877	1,222.41
8	13,197	27,448.30	13,652	28,409.06	14,136	29,403.30	14,630	30,432.48	15,141	31,497.65	15,671	32,600.05	16,221	33,741.14	16,790	35,126.66	17,379	36,922.16	17,977	38,270.34	0.6222	1,294.18
9	13,975	29,063.00	14,461	30,079.92	14,967	31,132.82	15,491	32,222.53	16,036	33,350.30	16,599	34,517.60	17,178	35,725.66	17,770	38,270.34	18,384	40,922.16	19,014	43,687.34	0.6568	1,366.14
10	14,748	30,677.50	15,265	31,751.20	15,793	32,862.54	16,323	34,012.78	16,874	35,203.17	17,446	36,437.60	18,031	37,710.61	18,631	40,300.58	19,246	43,436.72	19,876	46,151.10	0.6913	1,437.90
11	15,520	32,292.00	16,088	33,422.27	16,638	35,193.10	17,200	36,321.58	17,784	37,856.03	18,389	39,532.91	19,014	41,719.87	19,659	44,138.58	20,324	47,127.78	21,000	49,910.01	0.7259	1,509.87
12	16,301	33,906.70	16,878	35,106.70	17,462	36,321.58	18,073	37,592.88	18,706	38,908.69	19,360	40,270.46	20,034	42,030.84	20,727	44,592.78	21,440	47,247.41	22,163	50,010.01	0.7605	1,581.84
13	17,075	35,521.20	17,652	36,764.42	18,298	38,051.10	18,934	39,382.93	19,588	40,761.34	20,267	42,188.02	20,970	44,657.07	21,697	47,247.41	22,440	49,301.20	23,200	51,910.01	0.7950	1,653.60
14	17,858	37,135.90	18,477	38,435.70	19,125	39,781.04	19,799	41,173.39	20,487	42,614.42	21,206	44,058.98	21,940	46,033.33	22,699	48,072.66	23,474	50,300.58	24,237	53,050.01	0.8296	1,725.57
15	18,630	38,750.40	19,281	40,106.77	19,950	41,510.56	20,655	42,963.44	21,384	44,657.07	22,126	46,023.33	22,900	47,634.08	23,702	49,301.20	24,521	51,026.77	25,344	53,151.15	0.8642	1,797.54
16	19,403	40,365.10	20,085	41,771.84	20,783	43,240.08	21,620	44,969.60	22,500	46,933.49	23,414	49,383.64	24,354	51,388.50	25,328	53,555.62	26,322	56,033.33	27,326	58,500.01	0.8987	1,869.30
17	20,185	41,979.60	20,889	43,444.91	21,620	44,969.60	22,500	46,933.49	23,414	49,383.64	24,354	51,388.50	25,328	53,555.62	26,322	56,033.33	27,326	58,500.01	28,326	61,000.01	0.9333	1,941.26
18	20,958	43,594.30	21,692	45,120.19	22,451	46,822.50	23,323	48,428.64	24,237	50,123.63	25,159	51,776.40	26,126	53,555.62	27,137	56,033.33	28,182	59,525.00	29,256	62,000.01	0.9678	2,013.02
19	21,730	45,208.80	22,495	46,791.06	23,280	48,428.64	24,147	50,123.63	25,159	51,776.40	26,126	53,555.62	27,137	56,033.33	28,182	59,525.00	29,256	62,000.01	30,366	64,000.01	1.0024	2,084.99
20	22,513	46,823.50	24,092	48,462.34	24,147	50,123.63	25,159	51,776.40	26,126	53,555.62	27,137	56,033.33	28,182	59,525.00	29,256	62,000.01	30,366	64,000.01	31,634	66,000.01	1.0370	2,156.96
21	23,287	48,438.00	24,906	50,133.41	25,777	51,617.62	26,699	53,471.14	27,540	55,284.24	28,504	57,289.15	29,468	59,465.82	30,431	61,364.33	31,434	63,735.07	32,366	66,000.01	1.0716	2,228.93
22	24,060	50,052.70	25,709	51,804.48	26,609	53,471.14	27,540	55,284.24	28,504	57,289.15	29,468	59,465.82	30,431	61,364.33	31,434	63,735.07	32,366	66,000.01	33,311	68,000.01	1.1061	2,300.69
23	24,840	51,667.20	26,512	53,471.14	27,440	55,077.07	28,403	56,974.70	29,353	58,744.88	30,303	60,644.88	31,253	62,465.82	32,203	64,138.58	33,153	66,000.01	34,088	68,000.01	1.1407	2,372.66
24	25,613	53,281.90	27,316	55,146.83	28,272	56,817.70	29,139	58,644.88	30,012	60,365.82	30,882	62,033.33	31,746	63,735.07	32,603	65,440.01	33,453	67,000.01	34,913	69,000.01	1.1753	2,444.62
25	26,395	54,896.40	28,119	56,817.70	29,034	58,500.01	29,934	60,365.82	30,831	62,033.33	31,746	63,735.07	32,603	65,440.01	33,453	67,000.01	34,263	68,000.01	35,738	70,000.01	1.2098	2,516.38
26	27,168	56,511.10	28,919	58,488.98	29,839	60,365.82	30,743	62,033.33	31,653	63,735.07	32,563	65,440.01	33,453	67,000.01	34,263	68,000.01	35,048	69,000.01	36,563	71,000.01	1.2444	2,588.35
27	27,940	58,125.60	29,723	60,160.05	30,644	62,033.33	31,468	63,735.07	32,303	65,440.01	33,153	67,000.01	33,946	68,000.01	34,738	69,000.01	35,513	70,000.01	36,313	71,000.01	1.2789	2,660.11
28	28,721	59,740.30	30,529	61,831.12	31,468	63,735.07	32,203	65,440.01	32,953	67,000.01	33,603	68,000.01	34,253	69,000.01	34,913	70,000.01	35,663	71,000.01	37,063	72,000.01	1.3135	2,732.08
29	29,495	61,354.80	31,334	63,502.19	32,203	65,440.01	32,953	67,000.01	33,603	68,000.01	34,253	69,000.01	34,913	70,000.01	35,663	71,000.01	36,413	72,000.01	37,813	73,000.01	1.3481	2,804.05
30	30,278	62,969.50	32,138	65,173.47	33,034	67,000.01	33,746	68,000.01	34,438	69,000.01	35,203	70,000.01	36,013	71,000.01	36,763	72,000.01	37,513	73,000.01	38,263	74,000.01	1.3827	2,876.02
31	31,050	64,584.00	32,940	66,844.54	33,831	68,500.01	34,513	69,000.01	35,263	70,000.01	36,043	71,000.01	36,813	72,000.01	37,563	73,000.01	38,313	74,000.01	39,013	75,000.01	1.4172	2,947.78
32	31,823	66,198.70	33,643	68,515.62	34,626	70,000.01	35,313	71,000.01	36,063	72,000.01	36,813	73,000.01	37,613	74,000.01	38,313	75,000.01	39,013	76,000.01	39,763	77,000.01	1.4518	3,019.74
33	32,605	67,813.20	34,346	70,186.69	35,426	71,500.01	36,113	72,000.01	36,813	73,000.01	37,613	74,000.01	38,313	75,000.01	39,013	76,000.01	40,013	77,000.01	40,513	78,000.01	1.4864	3,091.71
34	33,378	69,427.90	35,149	71,867.76	36,226	73,000.01	37,013	74,000.01	37,813	75,000.01	38,613	76,000.01	39,413	77,000.01	40,213	78,000.01	41,013	79,000.01	41,763	80,000.01	1.5209	3,163.47
35	34,150	71,042.40	35,952	73,548.83	37,013	75,000.01	37,813	76,000.01	38,613	77,000.01	39,413	78,000.01	40,213	79,000.01	41,013	80,000.01	41,813	81,000.01	42,513	82,000.01	1.5555	3,235.44
36	34,913	72,657.10	36,755	75,229.90	37,813	76,000.01	38,613	77,000.01	39,413	78,000.01	40,213	79,000.01	41,013	80,000.01	41,813	81,000.01	42,613	82,000.01	43,313	83,000.01	1.5900	3,307.20
37	35,705	74,271.60	37,558	76,911.18	38,613	78,000.01	39,413	79,000.01	40,213	80,000.01	41,013	81,000.01	41,813	82,000.01	42,613	83,000.01	43,413	84,000.01	44,113	85,000.01	1.6246	3,379.17
38	36,488	75,886.30	38,361	78,592.46	39,413	80,000.01	40,213	81,000.01	41,013	82,000.01	41,813	83,000.01	42,613	84,000.01	43,413	85,000.01	44,213	86,000.01	44,913	87,000.01	1.6592	3,451.14
39	37,260	77,500.80	39,164	80,273.74	40,213	82,000.01	41,013	83,000.01	41,813	84,000.01	42,613	85,000.01	43,413	86,000.01	44,213	87,000.01	45,013	88,000.01	45,713	89,000.01	1.6938	3,523.10
40	38,033	79,115.50	39,967	81,955.02	41,013	83,000.01	41,813	84,000.01	42,613	85,000.01	43,413	86,000.01	44,213	87,000.01	45,013	88,000.01	45,813	89,000.01	46,513	90,000.01	1.7283	3,594.86
41	38,815	80,730.00	40,770	83,644.30	41,813	84,000.01	42,613	85,000.01	43,413	86,000.01	44,213	87,000.01	45,013	88,000.01	45,813	89,000.01	46,613	90,000.01	47,313	91,000.01		

# 2005 40 HOUR WEEK

# ROOSEVELT CARE CENTER

**Subject: Attendance**

**No.: HR 2.1**

**Department: Facility Wide (Human Resources) Effective: June 17, 2002**

**Authorization: Executive Director**

**Supercedes: April 17, 2000**

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## **I. Purpose**

This policy has been established to define what constitutes an excessive absence and/or tardiness problem and other attendance related infractions, as well as appropriate action to be taken.

## **II. Policy**

All employees are expected to work a regularly scheduled shift in order to provide high quality care on a continued basis. Excessive absence and tardiness is disruptive.

An employee may call out sick for his/her own illness or to take care of an immediate family member who is ill.

Management reserves the right to enforce disciplinary action for excessive absenteeism, patterned absenteeism, no call/no show, missed punches and excessive tardiness based upon the following criteria:

## **III. Definitions:**

Occurrence: Each individual day or days absent in a row is considered one occurrence.

Excused Absences: (will not warrant disciplinary action)

- a) Jury Duty with appropriate documentation and notification;
- b) Death of immediate family member (see Bereavement Policy);
- c) Military leave;
- d) Approved seminar attendance;
- e) Family Leave of Absence
- f) Maternity Leave of Absence
- g) Union Meeting according to applicable Bargaining Unit contract.

- h) Any other leave permitted by collective bargaining contract, (vacation, personal).
- i) Accrued sick time

**Excessive Absenteeism:** For employees that work at least four days a week, more than three (3) occurrences of absence in a 90-day period is considered excessive. For employees who work three (3) days a week or less, two (2) occurrences in a 90-day period is considered excessive.

**Patterned Absence:** Absences on the weekend or the day after or before a weekend, holiday or scheduled day off will be considered a patterned absence.

**No Call No Show:** Failure to call and failure to show up for a scheduled shift, ( regular or overtime). One (1) no call/no show occurrence will be cause for a Suspension with loss of pay and a notice that termination may be the next step if it occurs again. A second one-(1) day no call no show within a 12 month period will be grounds for termination. No call/no show for three (3) consecutively scheduled work days constitutes job abandonment. This includes not returning from a leave of absence or occupational injury leave on the scheduled day of return. In all cases, extenuating circumstances will be considered and reviewed.

**Missed Punches:** Employees are responsible for clocking in and out. In order to be compensated correctly, employees are responsible for clocking in at the scheduled beginning of their shift and at the scheduled end of their shift. There is a (7) seven minute window, which allows an employee to clock in/out no more than (7) seven minutes

prior to or after their scheduled shift. This prevents the employee from being docked pay if they are a few minutes late and is only to be used in emergency situations. If excessive clocking in after the exact scheduled shift time is determined, progressive disciplinary action will begin.

Clocking in/out more than (7) seven minutes prior to or after the scheduled shift time will result in incidental overtime, which will also lead to progressive discipline if found to be unauthorized.

If an employee has missed a punch more than (3) three times in any one-month period, progressive disciplinary action will begin unless there are extenuating circumstances.

Failure to clock greatly inconveniences the Department Head/Supervisor who needs to verify the appropriate time. As a result, if an employee fails to clock in/out, the employee will not be paid for that time until the next pay period if the Payroll Dept. isn't notified according to the procedure prior to the end of the pay-period.

Excessive Tardiness: For employees who work at least four (4) days a week, more than three (3) occurrences of clocking in late in a 90-day period is considered excessive. For employees who work Three (3) days or less, two (2) occurrences in a 90-day period is considered excessive.

#### **IV. Procedure:**

1. Employees are expected to be in uniform and in their work area at the start time of their shift and remain on duty until the end of their shift. A record of attendance will be maintained by each department supervisor. Attendance records will be updated daily to reflect the most current attendance information. Each department will submit a monthly absentee report to the

Executive Director indicating all call outs, highlighting staff deemed excessive per this policy and action taken.

2. Clocking in and going back out to park a car or for any other reason before reporting to unit/dept. is unacceptable and grounds for Progressive Disciplinary action.
3. An employee who is unable to report to work on time must telephone the facility at least two (2) hours before they are expected to begin work or, in the event of an emergency, as soon as possible. The employee must talk to a supervisor on duty for their department. Nursing personnel must talk to the

Staffing Office as well as the Supervisor on duty. In the event that the employee's department is not open two (2) hours before their scheduled shift they are to leave a message with the facility's Switchboard Operator who will document the call in their call-out log. Housekeeping Dept. employees are to tell the Switchboard Operator and then be transferred to the Dept. Director's voice mail and leave a message. Hospice staff are to call Hospice directly and speak with the supervisor. If the supervisor is not present they are to call back. Progressive Disciplinary action may result if the employee fails to follow the above procedure when calling out.

4. Other infractions which result in Progressive Disciplinary action include but are not limited to the following:
  - a) Leaving early without the supervisor's approval;
  - b) Unauthorized absence from work station
  - c) Unauthorized absence from work (taking an unapproved day off)
5. When an employee returns to work, after being out sick, he/she is fully responsible for completing form for sick time and obtaining signatures required on the form. The employee is also responsible for forwarding the signed copy of the form directly to the Payroll Department. If sick time is available, it must be utilized.
6. If the employee is out for more than three (3) consecutively scheduled work days, he/she must provide a physician's note documenting the illness. This documentation must be presented upon return to work and submitted along with the absence form.
7. If an employee must leave during their shift due to illness or an emergency, he/she must notify their immediate supervisor. Employees must remember to

clock out when leaving the facility, (if physically possible).

8. When an employee agrees to work overtime, that shift will then be regarded as a scheduled shift and attendance will be required. A call in and absence will be regarded in the same way as it would be for a regular shift and may be subject to Progressive Disciplinary action.
9. If an employee misses a punch, he/she must complete a Missed Punch form available in the Payroll and Staffing Departments. Their supervisor must sign the form and then the employee is to return it to the Staffing Dept. (Nursing Dept. personnel) or the Payroll Dept. (non-Nursing personnel) no later than 24 hours after the missed punch. The employee will not be paid for that shift if this form is not completed. If the form is late, the employee will be paid in the following pay check.

V. **Procedure for Nursing Personnel:**

1. The employee must call Roosevelt Care Center and request to speak to the Staffing Office. The employee must identify himself/herself, unit and reason for calling out. It is the employee's responsibility to obtain the name of the individuals who receive their call in order to prevent any confusion as to whether the employee called out or not.
2. The Staffing Coordinator/Supervisor and the Switchboard log time the call was placed on daily staffing sheet.
3. If calling out for the day shift, he/she must call the Staffing Office ext. directly and leave a clear message which will include their name, title, shift and reason for calling out.

**APPROVAL SIGNATURES**

Signed: *Trish Damico*

Title: Administrator

Date: 7/9/02

Signed: *Alfred Sant*

Title: Director Human Resources

Date: 7/9/02