

AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

**COMMUNICATIONS WORKERS OF AMERICA,
Relating to Roosevelt Care Center, Middlesex County**

Dated as of July 1, 2002

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by and between
Middlesex County Improvement Authority
and
Communications Workers of America**

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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 **COMMUNICATIONS WORKERS OF AMERICA** (hereinafter referred to as the "Union").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Union has been selected as the exclusive bargaining agent for non nursing positions by the employees at Roosevelt Care Center, as 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 Chapter 303 of the Pamphlet Laws of 1968, of the State of New Jersey concerning terms and conditions of employment at Roosevelt Care Center, Middlesex County ("Roosevelt Care Center"); 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 with respect to Roosevelt Care Center, 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; and

WHEREAS the terms of this agreement are subject to the ratification of the members of the Union at the Roosevelt Care Center and approval of the members of the MCIA.

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 enter into a agreement on a new three-and-one-half year contract to run from July 1, 2002 to December 31, 2005.

ARTICLE I
NON-DISCRIMINATION

The MCIA is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither the MCIA nor the Union shall discriminate against any employee because of race, creed, sex, age, nationality, religion, marital status, handicap, affectional orientation, political or Union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE 2
RECOGNITION

The Union is hereby designated as the sole and exclusive bargaining agent for persons employed by the MCIA at Roosevelt Care Center, Middlesex County ("Roosevelt Care Center" or RCC) in the job titles or positions set forth in Exhibit 1 which is attached hereto and which by this reference is made a part hereof as if set forth in full herein. All other job titles or positions are excluded. Notwithstanding the above, the following positions will not be represented by the Union: seasonal, per diem, temporary (for 6 months or less), part time employees that are regularly scheduled to work 8 hours or less per week and employees who have retired from the MCIA at RCC and who have been rehired by the MCIA.

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

Any new title authorized for use by the MCIA at Roosevelt Care Center will be negotiated for inclusion or exclusion from 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 Employer - Employee Relations Act constituting Chapter 100 of the Pamphlet Laws of 1941, of the State of New Jersey, as amended and supplemented by Chapter 303 of the Pamphlet Laws of 1968, of the State of New Jersey (the "Employer Employee Act").

It is further agreed to and understood that the Union will be promptly notified of persons employed by the MCIA subsequent to the date hereof that are subject to Union membership.

ARTICLE 3

AUTHORIZED REPRESENTATIVES; COLLECTION OF UNION DUES

1. General. Authorized representatives of the Union, with their Supervisor's permission, shall have the right to enter upon the premises of the Employer during working hours for the purpose of negotiations and grievance procedures relative to enforcement of the final Agreement reached, so long as such visits do not interfere with proper service to the public, patients or ongoing 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 Employer a list of duly elected stewards as of the first day of each contract year.

2. Agency Shop. 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 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.

The MCIA further agrees to deduct from the pay of each Employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, an amount equal to eighty-five percent (85%) of the monthly Union dues, during each calendar month, commencing with the third (3rd) month of employment of such Employees, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the MCIA to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, (501 Third Street, Northwest, Washington, DC 20001-2797) by the tenth (10th) day of the month following the calendar month in which such deductions were made.

Deductions for dues for any employee in this bargaining unit shall be limited to the Communication Workers of America, the duly certified majority representative.

There is hereby established, pursuant to Chapter 477, P.L. 1979 of New Jersey, a "demand and return" system which is available to those employees who pay to the Union as majority representative of a particular unit, a representation fee in lieu of dues as provided for in the foregoing law or any amendments thereto.

a) Criteria for Demand and Return. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings hereinafter set forth, a return of any part of that fee paid by him/her which represents the employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals

in collective negotiations and contracts administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the MCIA.

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 or July 1 effective as of the aforesaid respective date). The request must be in writing to the President of the Union and the MCIA.

ARTICLE 4

WAGES

A. Wages for July 1, 2002 to December 31, 2002

1. Effective on the first day of the pay period closest to August 1, 2002, but subject to prior ratification by the CWA members and approval by the MCIA, (the "new hourly wage rate effective date") all full time employees except Certified Nursing Assistants shall continue to work a 35 or 40-hour workweek, as appropriate, at the same hourly rate that was in effect on June 30, 2002. To calculate these employees' hourly rates effective on the new hourly wage rate effective date the following calculation will be made:
 - a. First the employee's current hourly rate will be multiplied by 35 hours and then by 52 weeks. (E.g., if current rate is \$14.74, then $\$14.74 * 35 * 52 = \$26,826$.)
 - b. Next add to the above amount the percentage longevity that the employee is currently receiving. (E.g., if 2% longevity, then 2% of \$26,826 is \$536.54. (Note, however, that the amount included as longevity shall not exceed \$2,100.) Then adding this to \$26,826 produces \$27,362.54.)
 - c. Finally, divide the amount obtained in b, above, by 52 weeks and then by 35 hours. (E.g., $\$27,362.54/52/35 = \15.03 .) This is the new hourly rate.
 - d. For those few employees who work a 40 hour work week, the same calculations that are described above shall be made, except that in steps a and c, 40 shall be substituted for 35.
2. As of the new hourly wage rate effective date, all full time Certified Nursing Assistants shall commence working a 37.5 hour work week with an additional 30 minute per day unpaid meal break. To calculate a Certified Nursing Assistant's hourly rate the following calculation will be made:
 - a. First take the Certified Nursing Assistant's current hourly rate and multiply that by 35 hours and then by 52 weeks. (E.g., if current rate is \$14.74, then $\$14.74 * 35 * 52 = \$26,826$.)
 - b. Next add to the above amount the percentage longevity that the Certified Nursing Assistant is currently receiving. (E.g., if 2% longevity, then 2% of \$26,826 is \$536.54. Then adding this to \$26,826 produces \$27,362.54.) (Note, however, that the amount included as longevity shall not exceed \$2,100.)
 - c. Next calculate the amount of 52 weeks of overtime at 2 ½ hours per week at the old hourly rate set forth in (a) above. (E.g., $\$14.74 * 2.5 * 1.5 * 52 = \$2,874.30$.)
 - d. Next add the amount obtained in c, above, to the amount obtained in b, above. (E.g., $\$27,362.54 + \$2,874.30 = \$30,236.84$.)

- e. Finally, divide the amount obtained in d, above, by 52 weeks and then by 37.5 hours. (E.g., $\$30,236.84/52/37.5 = \15.51 .) This is the new hourly rate.
 3. After the new hourly rate has been determined, each employee shall be placed on the appropriate step on Appendix II-02-04 by finding the appropriate salary range for the employee's job title (see Appendix I) that is closest to the new hourly rate that was established in 1 (d) or 2 (e), as applicable, above. In no case shall an employee's rate as determined in 1 (d) or 2 (e), as applicable, above, be lowered when being placed on the salary guide in Appendix II-02-04. In the event the employee's salary exceeds the maximum salary on salary guide 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 in 1 (d) or 2 (e) above.
 4. Beginning on the new hourly wage rate effective date and thereafter, no employee represented by the Union shall be entitled to longevity pay.
- B. Wages for calendar year 2003.
 1. Effective on January 1, 2003, all employees who have at least six months service at the RCC and whose December 31, 2002 salary is below step 9 of the salary guide shall be advanced one step on the salary guide, thus providing the employee with a 3.5% increase.
 2. Effective on January 1, 2003, all employees whose December 31, 2002 salary is at or above step 9 of the salary guide shall be given an increase that is equal to 3% of the 9th step of the salary guide.
- C. Wages effective January 1, 2004
 1. Effective on January 1, 2004, all employees who have at least six months service at the RCC and whose December 31, 2003 salary is below step 9 of the salary guide shall be advanced one step on the salary guide, thus providing the employee with a 3.5% increase.
 2. Effective on January 1, 2004, all employees whose December 31, 2003 salary is at or above step 9 of the salary guide shall be given an increase that is equal to 3.5% of the 9th step of the salary guide.
- D. Wages effective January 1, 2005
 1. Effective on January 1, 2005 a new Appendix II-05 shall be created by eliminating the old Step 1, renumbering steps 2-9 as steps 1-8, and then adding a new step 9 that is 3.5% greater than step 8.
 2. Effective on January 1, 2005 all employees who have at least six months service at the RCC and whose December 31, 2004 salary is below step 9 of the salary guide (Appendix II-05) shall be advanced one step on the salary guide, thus providing the employee with a 3.5% increase.
 3. Effective on January 1, 2005, all employees whose December 31, 2004 salary is at or above step 9 of the salary guide (Appendix II-05) shall be given an increase that is equal to 3.5% of the 9th step of the salary guide.
- E. No benefits positions

1. The parties agree to the creation of a “no benefits position (NBP) for Certified Nursing Assistants.” However the exact details of how this position will be paid will be negotiated between representatives of the CWA and the MCIA who will meet to negotiate these details shortly after the ratification and approval of this agreement. Upon the parties reaching agreement, it shall be reduced to writing and become a Side Letter of Agreement. Issues to be negotiated include:

- When employees are hired into an NBP they will not be entitled to receive certain benefits, including medical/surgical/major medical insurance, prescription insurance, dental insurance and vision care reimbursement and in some instances, leave time. However, the MCIA will calculate the dollar value of these benefits and provide the Union with that value and the methodology and rates utilized for determining this value. Once the NBP value has been determined, this amount will be added to the employee’s hourly rate of pay in the form of a differential (not into the base pay).
- Future raises will be calculated on the normal hourly rate (the rate without the NBP differential). Each July 1 the NBP differential shall be recalculated and the employee will have the NBP differential adjusted accordingly.
- At any time, the employee may give the MCIA advance notice that he/she wants to commence health coverage and the NBP differential will then be discontinued effective on the first day that health benefits commence. Health benefit coverage will commence in accordance with existing plan requirements.
- Any employee who currently has MCIA-provided health benefits coverage may waive health benefits coverage and go into a NBP. To do this, the employee must give the MCIA advance notice and the health benefit coverage will end and the NBP differential will begin. At any time, the employee may give the MCIA at least 15 days advance notice that he/she wants to commence health coverage and the NBP differential will then be discontinued effective on the date of health benefit coverage. Health benefit coverage will commence in accordance with existing plan requirements.
- Overtime rates will not be calculated on the NBP differential.
- Such other issues as the parties identify that will impact on the NBP.

F. Establishment of Pay Periods.

Payroll will be made on a bi-weekly basis.

G. Differentials.

1. Shift Differential. The shift differential for working second or third shifts shall be \$.50 per hour in additional pay.
2. Weekend Differential. The differential for working during a weekend shall be \$.75 per hour in additional pay. 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.

3. Out of Title Differential. In the event that (at the request and direction of the MCIA) an employee is required to perform the duties which may be supervisory in nature and/or those that are not part of the employee's normal job description, such employee shall receive \$1.00 per hour in additional pay for the period that such additional duties are performed.

H. 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.

I. New Employees.

Effective July 1, 2002 and thereafter the MCIA will hire new employees under the wage rates that are outlined in the salary guide (Appendix I and in Appendix II-02-04 or Appendix II-05, whichever is operative at the time). The MCIA may hire a new employee up to the 4th step on the salary guide.

J. Promotions.

In the event that MCIA determines to promote an employee to a position where there is an increase in duties and responsibilities, such employee shall be entitled to receive an increase in compensation. Such increase shall, at a minimum, result in compensation equal to the lowest salary in the range for the new position.

K. Demotions.

In the event that MCIA determines to demote an employee to a position where there is a decrease in duties and responsibilities, such employee shall be entitled to receive compensation based upon the same level, in the salary range of the lower position as held by the employee in his/her prior position.

ARTICLE 5
HOURS OF WORK

1. Hours of Work. The present hours of work are to remain in effect until mutually changed. Either party shall have the right to request a change, and such a request is to be the subject of negotiations.
2. Full-time Certified Nurse Assistants shall work a 37.5 hour work week.
3. During each 7, 7.5 or 8-hour shift, each employee will be entitled to thirty (30) minutes for a meal without pay. In the event that an employee is required to work through the 30-minute break period provided for meals (or a portion thereof), and same has been previously authorized by the employee's immediate supervisor (or other authorized personnel), such employee will be paid for such 30-minutes (or portion thereof), at time and one half (1-1/2) their base wage.

ARTICLE 6

BREAKS

Employees will receive two (2) fifteen (15) minute paid breaks during each full 7, 7.5 or 8-hour shift. If an employee is required to work in excess of a full 7, 7.5 or 8-hour shift, an additional fifteen (15) minute paid break will be provided for each additional 1/2 shift worked.

ARTICLE 7
OVERTIME

(a) **General.** All Employees shall be expected to complete their work in the time allotted for the normal working day.

Overtime will not be paid unless the overtime is pre-scheduled by the Administration and will be paid (holiday situations excluded) only for time in excess of the normal work-week as defined in Article 5. Overtime accessibility to employees will be offered according to seniority on a rotational basis (starting at the top of the seniority list and then going down through the names and then starting again at the top of the list). The seniority list will be maintained by Department and shift and where appropriate by specialties within the Department. Overtime opportunities that are offered to an employee, but declined, will count for purposes of the overtime rotation. Seniority shall mean date of hire in that title and current uninterrupted service. Any employee working overtime beyond thirty-five (35) hours, thirty-seven and-one-half (37.5) hours or forty (40) hours per week, as the case may be, will be paid at the rate of time and one-half (1-1/2) their base wage for the amount of hours worked in excess of thirty-five (35) hours, thirty-seven and-one-half (37.5) hours or forty (40) hours per week, as the case may be. Scheduled vacation time, personal time and holiday time (including floating holidays) will count as time worked for purposes of determining eligibility for overtime pay. However, sick time will not count as time worked for purposes of determining eligibility for overtime pay. An employee may request compensatory time for the overtime worked. However, the Roosevelt Care Center Administration retains the final authority on the right to grant compensatory time.

(b) **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 at regular pay. If additional time is required or if the call back time causes the employee to exceed thirty-five (35) hours, thirty-seven and-one-half (37.5) or forty (40) hours, as the case may be, such call back time shall be paid at time and one-half (1-1/2) of base wage. 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).

In the event that MCIA requires that an employee provide snow removal services after the employee's regular work day, such employee shall receive payment for work performed at the rate of 1-1/2 times their normal rate.

ARTICLE 8
MEDICAL BENEFITS

- (a) Medical and Related Benefits. It is mutually understood and agreed that all medical coverages, dental coverages, drug prescription plan coverages and vision care programs that are provided to employees of the MCIA as of the date of this Agreement shall remain in effect and shall be applicable to those MCIA employees that are represented by the Union; provided however, the MCIA may, with the consent of the Union, provide substitute dental coverage that is equal to or better than the coverage provided by the County. In such event, the terms and conditions regarding eligibility and employee contribution shall be the same (or more favorable) than presently provided by the MCIA. At such time as the contracts for medical coverage, dental coverage, drug prescription plan coverage and vision care programs that are in effect and applicable to MCIA employees expire and new contracts are negotiated and executed and implemented by the MCIA with respect to their employees, the parties agree to modify this Agreement to reflect any changes in such medical coverages, dental coverage, drug prescription plan coverage and vision care programs. It is the expressed intent of the parties hereto, and the MCIA and the Union agree, that the terms and conditions relating to the provision of medical benefits, dental coverage, drug prescription plan coverage and vision care programs currently provided by the MCIA to its employees shall be equivalent to the terms and conditions relating to the provision by MCIA of medical benefits to the employees employed at Roosevelt Care Center and represented by the Union. This Agreement and understanding shall be applicable during the term of this Agreement.
- (b) New Jersey State Temporary Disability Program. The MCIA will provide disability insurance for all Employees 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.
- (c) Payment of N.J. 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 N.J. 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.
- (d) Extended Medical Benefits The MCIA, during the term of this Agreement, will extend (up to a maximum of ninety (90) days) the health insurance coverage of eligible employees and their covered dependents enrolled in the benefits program upon exhaustion of such employee's accumulated sick and

vacation leave and who are granted approved sick leave without pay. The cost of such extended health benefits shall be paid by MCIA.

**ARTICLE 9
HOLIDAYS**

Section I. (Calendar year 2002)

During calendar year 2002, the MCIA will provide the following eleven (11) paid holidays:

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

During calendar year 2002, full-time employees shall observe and be paid for holidays in accordance with MCIA's posted observance schedule for such holidays. Holidays not worked shall be counted as days worked for overtime computation. All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half (1-1/2) for the holiday worked after giving effect to unauthorized or unexcused leave. In order to be eligible for holiday pay, an employee shall work his/her last scheduled work-day prior to the holiday and the next scheduled work day following the holiday. Exceptions to this provision shall be authorized absences, if requested, or verifiable illness, by the Employee.

During calendar year 2002, part-time employees, as defined in Article 17 hereof, will receive time and one-half (1-1/2) regular pay for working on a holiday.

For employees working the 11:00 p.m. to 7:30 a.m. shift, a holiday shall be deemed to begin at 11:00 p.m. on the eve of the holiday.

Section II. Calendar year 2003 and thereafter)

Beginning in the calendar year 2003 and thereafter, the following shall replace the above-described holiday provisions.

The MCIA will provide the following six (6) paid holidays:

New Year's Day
Martin Luther King Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

For employees working a shift that straddles two calendar days, the holiday shall be deemed to begin on the

eve of the holiday.

Employees scheduled to work a holiday will be paid their regular rate of pay plus time and a half for the hours worked that day and employees not scheduled to work the holiday who volunteer to work and who actually work, will also be paid time and a half for the holiday hours worked.

Employees who were hired prior to January 1 of the current year will be entitled to six (6) floating holidays in addition to the above six holidays. Employees may utilize floating holidays on any day except during the months of July, August or December or on one of the above-described six holidays. To utilize a floating holiday, the employee must request the day off at least one week in advance. Requests for floating holidays may not be denied unless not requested in accordance with the terms of this provision. Floating holidays that are not scheduled to be utilized prior to December 1 may not be utilized but will be paid to the employee on a day-for-day basis. This payment will be made prior to December 20. Floating holidays may not be carried over into the next calendar year.

ARTICLE 10
PERSONAL DAYS

All full-time Employees shall be entitled to three (3) paid personal days per year. If a full-time employee requires additional personal days from time to time, such full-time employee may request (in writing) that up to two (2) additional days in any year be provided by the MCIA. If provided, such additional paid personal days would be unpaid. Part-time employees shall not be entitled to any paid personal days.

Personal days may be taken on separate days or consecutively; however, the Employee will give the MCIA three (3) days notice for each personal day to be taken.

ARTICLE 11
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) scheduled working days leave with pay in the event of the death of the employee's spouse or child. In the event of the death of a parent, brother, sister, grandparent or grandchild or any other person acting in the capacity of a parent, the employee shall receive three (3) scheduled working days leave with pay. In the event of the death of a mother-in-law or father-in-law the Employee shall receive one (1) full-time day leave, with pay 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 up to one (1) additional day to return to work. Such additional day shall be taken with pay. Notwithstanding the foregoing to the contrary, in the event that an Employee requires leave for bereavement (in addition to the amount of paid leave provided), such Employee may request additional leave in writing. The MCIA, in the reasonable exercise of its discretion, will consider such requests on a case-by-case basis.

It is understood and agreed that bereavement leave will be communicated to the Department Head by the Employee. 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.

**ARTICLE 12
VACATIONS**

The MCIA will recognize the length of prior continuous employment by the County of Middlesex at Roosevelt Care Center for determining vacation leave for any employee employed by the MCIA since June 14, 1997 and previously employed by the County of Middlesex ("Original Employee"). Such Original Employee will be entitled to take paid vacation leave in each year in accordance with the schedule below. Further, for all Original Employees, the MCIA will (solely for purposes of determining the amount of paid vacation leave) utilize the date of hire of such Original Employee by the County in order to determine the amount of vacation leave an Original Employee will be entitled to during the term of the Collective Bargaining Agreement.

All other employees ("New Employees") shall not be granted paid vacation leave until completion of one (1) full year of continuous employment. Vacation leave will, however, be accrued by such New Employees during such initial year of employment but may not be taken until the end of the first year of employment.

All employees shall accrue paid vacation leave based upon the following schedule:

<u>For Original Employees</u>		<u>For New Employees</u>	
<u>Years of Service</u>	<u>Amount of Vacation</u>	<u>Years of Service</u>	<u>Amount of Vacation</u>
0-3 years	12 days	0-3 years	10 days
4-6 years	15 days	4-6 years	12 days
7-9 years	18 days	7-9 years	15 days
10+ years	20 days	10+ years	18 days
21+ years	25 days		

In order to transition from a July through June vacation period to a calendar year vacation period (January to December), employees shall be entitled to ½ of their annual vacation allotment for the period July 1, 2002 through December 31, 2002 and then will, thereafter, receive vacation leave as set forth herein on a calendar year basis. In the event that an employee needs to borrow from his/her 2003 vacation allotment during this transition period in order to take a planned vacation, he/she shall be so entitled.

If termination of employment occurs before the end of the year and more vacation days have been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay. Part-time employees (as defined in Article 17 hereof) 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 on or prior to May 1 of each year. Such requests shall cover the period from May 1 to and including April 30 of the following year. If more than one (1) Employee requests the same date for vacation, allocation of vacation among such requests shall be made on the basis of seniority, which shall mean date of hire. At least one month prior to May 1 of each year the MCIA will distribute a form to each employee that notifies them of the May 1 deadline and provides for the employee to request vacation time. Any vacation time not submitted by May 1 must be requested with advance notice that will normally be 30 days in advance, except that exceptional circumstances of less than 30 days will not be unreasonably denied. Vacation time may be used on less than a full-time basis by agreement of the Employee's immediate supervisor.

Beginning in calendar year 2003, an employee may carry over only up to one calendar year's worth of vacation time into the next calendar year and this will be only with the written permission of the supervisor. Any employee who was hired prior to January 1, 2002 and who carries more than one 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, with the written permission of the supervisor.

ARTICLE 13
SICK LEAVE

Except with respect to previously accrued and unused sick time accrued while employed by the County prior to the Initial Employment Date, as described below, 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 eleven (11) days per year and such sick leave shall be deemed to have been earned as of the first day of such ninety (90) day period. If termination of employment occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the employee's final pay.

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.

Sick days accrued and unused by any employee while employed by the County prior to the Initial Employment Date shall be carried forward and recognized by the MCIA for Original Employees. If an employee that was previously employed by the County is subsequently employed by the MCIA as a New Employee, no accrued and unused sick days accrued while employed by the County prior to the Initial Employment Date will be recognized by the MCIA.

In the event that the MCIA requires a doctor's certificate to verify an illness, the MCIA will reimburse the Employee for one-half of the Employees unreimbursed out-of-pocket costs in obtaining said verification. The total cost to MCIA per occurrence shall, however, be limited to the amount of twenty-five (\$25.00) dollars.

To the extent applicable, the requirements of N.J.S.A. 34:15-1 shall govern and control an Employee's Injury Leave and Compensation Benefits, including the requirements for reimbursement and the basis for not granting an injury leave.

ARTICLE 14
YEARLY SICK TIME BUY OUT

At the end of each calendar year all employees may apply for and receive a cash payment for sick days accumulated 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 accumulated and not used up to a maximum of (a) five (5) days pay for sick days accrued and unused for Original Employees while employed by the County and carried forward to employment by the MCIA as of the Initial Employment Date, and (b) one (1) days pay for every three and two-thirds (3-2/3) days pay for sick days accrued and unused from and after the Initial Employment Date. At the time of the purchase, the remaining sick days accrued but not bought out will be carried forward by the MCIA and credited to the employee. Only those employees having used less than fifty per centum (50%) of sick leave accrued during the then current year shall qualify for participation in the year sick-time buyout program.

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

The initial Employment Date is June 14, 1997.

ARTICLE 15
LONGEVITY

Effective as of the new hourly rate effective date, employees shall no longer receive longevity payments.

ARTICLE 16

DISCIPLINE OR DISCHARGE; GRIEVANCE PROCEDURES

No employee will be disciplined by discharge without just cause.

Any alleged violation of this Agreement, or any dispute with regard to its meaning or application may constitute "grievance". Disputes concerning matters that involve 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 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's 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's Executive Director, or his/her designee, within five (5) working days after receiving the answer from the MCIA's Executive Director, or his/her designee, under this 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's Executive Director, or his/her designee, under Step 3.

Arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and such party shall request that a list of arbitrators be furnished to the MCIA and to the Employee. If the MCIA and the Employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence (and within the meaning of this Agreement), and the arbitrator shall render his/her decision in writing. The decision of the arbitrator shall be final and binding on the parties. The cost of the arbitrator's fee shall be shared equally by the MCIA and the Union. Time extensions may be mutually agreed to by the MCIA and the Employee.

ARTICLE 17
PART-TIME EMPLOYEES

Except as hereinafter provided, part-time employees (including provisional employees but excluding seasonal employees) shall not be entitled to any benefits afforded hereunder to full-time employees. Part-time employees will, however, receive one and one-half (1-1/2) times regular pay for working on a holiday. In addition, part-time employees shall be entitled to receive shift differential (as provided in Article 4(e)(1) hereof) and weekend differential (as provided in Article 4(e)(2) hereof).

Part-time employees who are Original Employees and their eligible family shall be entitled to receive (at the sole cost of MCIA) traditional medical coverage, dental coverage, drug prescription plan coverage and/or vision care coverage on the same basis and to the same extent as provided by the MCIA to full-time Union-represented employees of the MCIA.

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

For purposes of the terms and conditions of employment described herein, "part-time employee" means an employee who is normally scheduled to work less than (a) twenty (20) hours per week if such employee is an Original Employee, or (b) twenty-four (24) hours per week if such employee is a New Employee. For purposes of these terms and conditions of employment, employees who are regularly scheduled to work between twenty (20) or twenty-four (24) hours, as the case may be, and forty (40) hours per week shall be entitled to receive vacation, personal days, sick days, bereavement leave and holidays afforded under this Agreement to full-time employees; however, such vacation, personal days, sick days bereavement leave and holidays shall be pro-rated for such part-time employees, such part-time employees, calculated on the basis of a percentage of hours normally scheduled to work as compared to forty (40) hours per work week.

ARTICLE 18
ECONOMY LAYOFFS

The MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center, provided however, that the Union and the affected employee(s) are provided with 45 days advance notice of the names of the employees who are targeted for layoff. Where applicable, such layoffs shall be made on the basis of an evaluation as to whether each potentially affected employee is "minimally qualified" to perform the job/position. In the event that two (2) or more individuals are "minimally qualified" to perform the job/position, such economic layoff decisions as to such employees will be implemented on the basis of inverse order of seniority. For purposes of the foregoing, if an employee could (with up to two (2) weeks of training) be deemed to be "minimally qualified" for the job/position, such employee will be deemed to be "minimally qualified" for purposes of any economic layoff decisions. If an employee is not "minimally qualified" for the job/position, the seniority of such employee shall not be considered by the MCIA in making such economic layoff decisions.

In the event that the MCIA anticipates that there may be a need to reduce staff and that such a reduction could result in the layoff of any represented employee, the MCIA will discuss with the Union the possibility of ways to avoid laying off any employee, including the possibility of a buyout/severance package. Notwithstanding such discussions, the MCIA shall not be required to provide buyout/severance packages. Such discussions shall take place as far in advance as is practicable.

ARTICLE 19

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 (whether earned prior to or subsequent to the Initial Employment Date for Original Employees), as reflected on the MCIA's personnel records; provided however, that the amount of such lump sum payment shall not exceed \$15,000.

ARTICLE 20
PERSONNEL FILES

The MCIA and the Union agree that the MCIA may retain and utilize the personnel files in existence for Original Employees; provided however, that any disciplinary 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 proceedings to be held and/or performance evaluations to be undertaken subsequent to the Initial Employment Date.

Written reprimands or derogatory reports entered in an employee's personnel file subsequent to the Initial Employment Date will not be considered by the MCIA 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 subsequent to the Initial Employment Date 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 evaluations within a twenty-four (24) month period.

Employees shall have the right to inspect their own individual personnel files upon request to the MCIA. The MCIA recognizes and agrees to permit this review and examination at any reasonable time. The Employee shall have the right to define, explain, or object, in writing, to anything found in his or her personnel file. This writing shall become a part of the employee's personnel file.

ARTICLE 21
FAMILY LEAVE

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

ARTICLE 22
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 of the United States of America and is required to engage in field training as is authorized by law, such Employee may take an unpaid leave of absence. Such unpaid leave of absence shall be in addition to use of any paid 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 23

JURY DUTY

Any Employee called to serve as a juror shall be paid for the time served on the jury on the basis of such Employee's regular salary for a period of up to ten (10) working days.

ARTICLE 24

JOB VACANCY - JOB BIDDING

(a) All vacancies, job openings and newly created jobs within the bargaining unit will be posted for a minimum of five (5) working days prior to filling. A copy of the posting shall be given to the applicable Local President. All notices shall contain pertinent information concerning the job, including pay, and shall remain posted for five (5) working days. If one or more bids are received and all things are equal, seniority shall prevail.

Current employees shall be given the opportunity to transfer to a new or different shift or job location. However, it is understood that on some occasions, the MCIA may have to hire a New Employee on a particular shift or job location for the necessary period of time to meet the Roosevelt Care Center service requirements as required by the MCIA, but not to exceed a period of six (6) months prior to the Union employee being given the opportunity to transfer a new shift or job location. If more than one (1) current employee requests a transfer to a new or different shift or job location, decisions concerning such transfer will be made on the basis of seniority, which shall mean date of hire.

(b) With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

(c) The MCIA will present to and discuss with an Employee, or at his/her request, with his/her representative, the reasons for selecting an Employee of less seniority for a higher job on the basis of ability and qualification rather than on the basis of seniority.

(d) The determination of abilities and qualifications of an Employee shall be made solely by the MCIA.

ARTICLE 25

RIGHTS AND PRIVILEGES OF THE UNION

(a) The MCIA agrees to make available to the Union all public information concerning the financial operations of the MCIA and Roosevelt Care Center, together with public information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the MCIA's Public Information Officer.

(b) Whenever any representative of the Union or any Employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss in pay.

(c) The Union will have the use of bulletin boards and mailboxes.

(d) The MCIA will provide the Union with a bulletin board to be used exclusively by the Union.

(e) The Personnel Department at Roosevelt Care Center will notify the Chief Steward(s) of the Union, in writing, by the tenth (10th) of each month, of all employees hired in the previous month.

(f) The Personnel Department at Roosevelt Care Center will notify the Union of any pending disciplinary action.

(g) The applicable Local President shall have copies of all MCIA personnel policies applicable to Roosevelt Care Center. Furthermore, all additions, changes and deletions shall be provided to the applicable Local President prior to the effective date of implementation.

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

ARTICLE 26

SAFETY

The MCLIA agrees to assure the safety and adequacy of all work areas and equipment provided for the Employees' use. Where safety equipment is provided, it is the responsibility of the Employee to utilize such equipment. Failure to use such safety equipment may be cause for disciplinary action.

The Union will be entitled to appoint one (1) member per Local of the Union to the Safety Committee.

ARTICLE 27

MEALS

All Employees shall be provided with one-half hour (1/2 hour) per 7 or 8 hour shift for meals without pay. The MCIA shall not provide free meals. Employees may purchase meals, if desired, at discounted rates. The MCIA shall pay, on January 1 of each year during this Agreement, each employee employed at Roosevelt Care Center and represented by the Union, a meal allowance of \$450 per year. Such payment shall not be included in the Employee's base salary.

ARTICLE 28

MILEAGE

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

ARTICLE 29
EMPLOYEE PHYSICALS

Except for State mandated "PPD tests", which shall be provided by the MCIA without cost to the Employees, no other physicals or medical procedures will be provided by the MCIA to the Employees.

ARTICLE 30
MANAGEMENT RIGHTS

All of the rights, power and authority possessed by the MClA prior to the date of the signing of this Agreement are retained exclusively by the MClA, subject only to such limitations as are specifically provided in this Agreement.

ARTICLE 31
SEMINARS, CONVENTIONS AND
PROFESSIONAL ASSOCIATIONS

Any Employee attending a seminar, convention and/or professional association conventions which is related to performance of their duties at Roosevelt Care Center or with respect to continuing education, if assigned or with the agreement of the Administrator, or his/her designee, shall be paid for the amount of time spent attending such seminar, as reflected on the Employee's time card. In addition, in such event, the MCLIA shall pay (a) any applicable registration fee for such seminar, and (b) the out-of-pocket costs incurred by such Employee for meals up to an aggregate of thirty-five dollars (\$35.00).

ARTICLE 32

REQUIRED LICENSURES

Any licensing of full-time employees of the Union employed at Roosevelt Care Center (at the time of licensing) required by the State of New Jersey or the United States of America shall be paid for by the MCIA.

Full-time Employees shall be entitled to membership in professional associations that are directly related to and conditional to receipt of required licenses. In such case, the dues for such professional associations shall be paid by the MCIA. The determination as to whether such memberships are required shall be made by the MCIA.

ARTICLE 33
EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will use its best efforts to assign an Employee returning from educational leave with the same shift worked by such Employee prior to commencement of the educational leave.

ARTICLE 34

TUITION AID

The MCIA shall establish a fund that, at the discretion of the Union, can be utilized to assist Employees attending institutions of higher learning or vocational/technical schools, as long as such educational activities relate to the jobs/positions held by such Employees at Roosevelt Care Center. The MCIA shall make an annual contribution to the fund in the aggregate amount of \$5,000 per year. Any amount not utilized during the year shall be carried forward to the next year, except that any funds not utilized, or not obligated to be utilized, that are remaining at the end of the contract (December 31, 2005) shall revert back to the MCIA. The Union will notify the Administrator on a periodic basis, of any distribution made from the fund and such notice shall set forth the name of the recipient of such distributions, the amount received and the purpose to which the distribution will be applied.

ARTICLE 35

UNION CONFERENCE DAYS

Thirty (30) days per year will be provided to Local 1034 for attendance by its designated members at Union conferences. Such designation shall be in writing and shall be executed by an authorized Union representative and whenever possible the notice will be given two weeks in advance. In addition, if requested in writing, Local 1034 shall be provided with up to sixty (60) additional days per year of unpaid leave for attendance by its respective officers or stewards at Union conferences.

ARTICLE 36

NO STRIKE OR LOCK-OUT

Neither the Union nor the Employee or the MCIA shall interfere, instigate, promote, sponsor, engage in, or condone any strike, lockout, or concerted work stoppage. In the event that any Employee violates the terms of the no strike clause, the MCIA shall have the right to discharge or otherwise discipline such Employee for the breach of the no strike clause. The sole question shall be whether the Employee has engaged in the prohibited activity.

ARTICLE 37

COMPUTATION OR TYPOGRAPHICAL ERRORS

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

ARTICLE 38

DURATION OF AGREEMENT

The term of this Agreement shall commence on July 1, 2002 and shall expire on December 31, 2005. Negotiations with respect to a new Collective Bargaining Agreement that will govern terms and conditions of employment after expiration of this Agreement shall commence (if requested in writing by either party) at least sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 2005.

ARTICLE 39

UTILIZATION OF "PER DIEM" EMPLOYEES

In developing and implementing a staffing plan for Roosevelt Care Center, the MCIA refrain from utilizing "per diem" personnel from outside employment agencies unless it 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, MCIA shall satisfy such staffing requirements in the following order of priority:

First: MCIA part-time and MCIA "per diem" (provisional) employees;

Second: MCIA full-time employees through payment of overtime, if applicable;

Third: "Per diem" personnel from outside employment agencies.

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

ARTICLE 40
COVERAGE OF UNION MEMBERS UNDER
MALPRACTICE LIABILITY INSURANCE

The MCIA will include the employees represented by the Union and employed by MCIA at Roosevelt Care Center under the malpractice liability insurance maintained by Roosevelt Care Center.

ARTICLE 41

PARTICIPATION IN P.E.R.S. PENSIONS

As a public employer, the MCI A will participate in the Public Employee Retirement System (PERS) and the rules and regulations governing participation in such pension system (including employer-employee contributions) shall apply. The MCI A shall carry out all obligations imposed upon it to assure continued participation therein by all Employees. Among other things, the MCI A shall make such contribution to P.E.R.S. (including withholdings from Employees' paychecks) as required to maintain current eligibility. In addition, the MCI A shall make such withholdings from Employees' paychecks for purposes of purchasing life insurance policies through P.E.R.S. in the same manner and in the same amount as previously withheld by the County prior to June 14, 1997.

ARTICLE 42

UNIFORMS

- A. The MCLIA shall provide a uniform allowance in the amount of \$180 for all full time employees in the following titles:
- C.N.A
 - CHHA
 - Food Service Worker
 - Cook
 - Laundry Worker
 - Maintenance Repairer
 - Stationary Engineer and Chief Stationary Engineer
 - Receiving & Supply Clerk and Receiving and Supply Supervisor
 - Building Maintenance Worker
 - Security Officer and Supervising Security Officer
- B. The MCLIA shall provide a uniform allowance in the amount of \$135 for all full time employees in the following titles:
- Administrative Assistant 3 (Ward Clerk)
 - Food Service Supervisors (Dietitian, Sr. Dietitian & Food Service Manager)
 - Certified Nursing Assistant Trainer
- C. This payment shall be made annually in January of each year, beginning in January 2003.
- D. In the event an employee's uniform is destroyed during the course of business, the MCLIA will reimburse the employee for the cost of replacement. This shall not be utilized for replacing uniforms that need to be replaced as a result of the normal wear and tear on the job.

ARTICLE 43
SUCCESSORSHIP

The MCIA hereby agrees (and shall cause the County to abide by such agreement) that Roosevelt Care Center shall not be sold or leased unless the agreement of sale or lease expressly provides that the new owner or lessee shall recognize the Union as the duly authorized representative of the Employees employed at Roosevelt Care Center holding the positions/titles set forth on Exhibit I attached hereto, and (b) the terms and conditions set forth in this Agreement shall continue in full force and effect.

ARTICLE 44
EXISTING LAW

The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws or administrative regulations.

ARTICLE 45
PETTY CASH POLICY

Petty cash is available in the Business Office and is used for postage, transportation, and emergency purchases of a minor nature. Notwithstanding the foregoing, petty cash cannot be used in a manner that circumvents the purchasing policies and procedures of MCIA.

The following procedure shall be used to obtain petty cash:

1. Obtain approval of Administration Officer of the Department.
2. Present the request and Administrative approval to the Business Office.
3. If an advance is requested, the amount of the required advance will be disbursed and receipts and change (if any) will be returned to the Business Office by the Employee.
4. If moneys have been spent with an advance, the receipt (together with the Administrative approval) should be presented to the Business Office in order to obtain reimbursement.

ARTICLE 46
SAVINGS CLAUSE

It is mutually understood and agreed that benefits enjoyed as of the expiration of this Agreement shall remain in effect until such time as a renewal or replacement Collective Bargaining Agreement is executed, unless otherwise mutually agreed to (in writing) by the MCIA and the Union.

ARTICLE 47

LABOR MANAGEMENT

A labor management committee consisting of two (2) members of each local of the Union will meet on a quarterly basis with the Administrator or his/her designee to discuss improvements and procedures in patient care. However, any changes to be made will be determined by the Administration.

ARTICLE 48

SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits will be limited to Workmen's Compensation and those benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, medical, dental, prescription vision or other benefits provided hereunder for full-time or part-time employees or any other indirect contractual benefits.

IN WITNESS WHEREOF, the parties intending to be legally bound under and in accordance with the terms of this Agreement, hereby set their hands as of the first day of July, 2002.

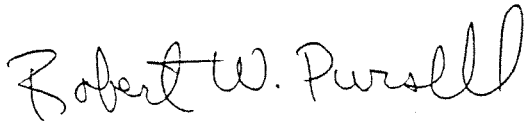
MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY


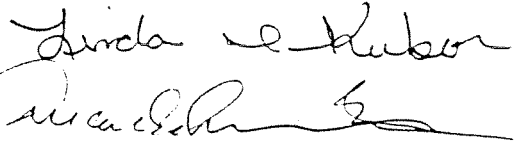
By: 
Leonard J. Roseman, Chairman

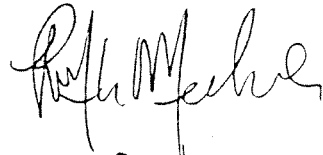
ATTEST:





Robert L. Mantz, Secretary

COMMUNICATIONS WORKERS OF
AMERICA

By: 



Appendix I

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>REPLACES</u>	<u>RANGE</u>
Dietary	Food Service Worker	Food Service Worker	3
	Food Service Worker	Senior Food Service Worker	3
	Food Service Worker	Porter	3
	Cook	Cook	7
	Food Service Supervisor	Dietitian	7
	Food Service Supervisor	Senior Dietitian	7
	Food Service Supervisor	Food Service Manager	7
	Food Service Clerk	Stock Clerk	3
	Food Service Clerk	Clerk Typist	3
	Food Service Clerk	Acct. Clerk Typist	3
Housekeeping	Building Maintenance Worker	Building Service Worker	3
	Building Maintenance Worker	Sr. Building Service Worker	3
	Building Maintenance Worker	Building Maintenance Worker	3
Laundry	Laundry Worker	Laundry Worker	3
	Laundry Worker	Assist. Laundry Supervisor	3
	Laundry Supervisor	Laundry Supervisor	7
Maintenance & Grounds	Maintenance Repairer	Maintenance Repairer	5
	Maintenance Repairer	Senior Painter	5
	Maintenance Repairer	Plumber	5
	Maintenance Repairer	Electrician	5
	Maintenance Repairer	Grounds Keeper	5
	Chief Stationary Engineer	Chief Stationary Engineer	20
	Stationary Engineer	Stationary Engineer	11
Business Office	Administrative Assist. 2	Supv. Acct. Clerk Typing	8
	Administrative Assist. 1	Supv. Acct. Clerk	10
	Administrative Assist. 3	Senior Cashier	6
	Administrative Assist. 3	Data Entry Mach. Operator	6
	Administrative Assist. 3	Senior Acct. Clerk Typing	6
Admissions Office	Administrative Assist. 1	Assist. Admit. Officer	10
	Administrative Assist. 2	Administrative Secretary	8
Security	Security Officer	Security Officer	4
	Supervising Security Officer	Supervisor Security Officer	10
Social Work	Social Work Supervisor	Psy. Social Worker Supervisor	14
	Social Worker	Senior Social Worker Inst.	12
	Social Worker	Social Worker	12

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>REPLACES</u>	<u>RANGE</u>
Switchboard	Switchboard Supervisor	Switchboard Supervisor	3
	Switchboard Operator	Switchboard Operator	2
Payroll	Administrative Assist. 3	Prin. Clerk Typing	6
Receiving & Supply	Receiving and Supply Clerk	Central Supply LPN	5
	Receiving and Supply Clerk	Central Supply Aide	5
	Receiving and Supply Supervisor	Supervisor Hosp. Stores	10
	Receiving and Supply Clerk	Senior Stock Clerk	5
	Receiving and Supply Clerk	Inventory Control Clerk	5
	Receiving and Supply Clerk	Assist. Store Keeper	5
Recreation	Recreation Therapy Aide	Recreation Therapy Aide	5
	Recreation Therapist	Recreation Therapist	8
	Sr. Recreation Therapist	Sr. Recreation Therapist	10
	Chief Recreation Therapist	Chief Recreation Therapist	15
	Agency Aide	Agency Aide	5
	Driver	Driver	5
Personnel	Administrative Assist. 2	Supervising Clerk	8
Medical Records	Administrative Assist. 1	Medical Records Admin.	10
	Administrative Assist. 2	Supervising Clerk	8
	Administrative Assist. 2	Medical Records Supervisor	8
	Administrative Assist. 2	Sr. Med. Records Clerk	8
MDS	Administrative Assist. 1	MDS Encoder	10
Education/Restorative	CNA Trainer	CNA Trainer	4
	Restorative Aide	Restorative Aide	4
Occupational Therapy	Admin. Assist. 3	Sr. Clerk Typing	6
Staffing	Administrative Assist. 1	Senior Staffing Coord.	10
	Assist. Scheduler	Staffing Coord.	3
Nursing	Administrative Assist. 3	Ward Clerk	6
	Certified Nursing Assistants	Certified Nursing Attendant	4
Hospice	CHHA	CHHA	4
	Administrative Assist. 3	Receptionist	6

Appendix II-02-04

Effective July 1, 2002

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Exceeds Salary Maximum</u>
1	\$7.50	\$7.76	\$8.03	\$8.32	\$8.61	\$8.91	\$9.22	\$9.54	\$9.88	salary is greater than step 9
2	\$8.25	\$8.54	\$8.84	\$9.15	\$9.47	\$9.80	\$10.14	\$10.50	\$10.86	salary is greater than step 9
3	\$9.00	\$9.32	\$9.64	\$9.98	\$10.33	\$10.69	\$11.06	\$11.45	\$11.85	salary is greater than step 9
4	\$9.75	\$10.09	\$10.44	\$10.81	\$11.19	\$11.58	\$11.99	\$12.41	\$12.84	salary is greater than step 9
5	\$10.50	\$10.87	\$11.25	\$11.64	\$12.05	\$12.47	\$12.91	\$13.36	\$13.83	salary is greater than step 9
6	\$11.25	\$11.64	\$12.05	\$12.47	\$12.91	\$13.36	\$13.83	\$14.31	\$14.81	salary is greater than step 9
7	\$12.00	\$12.42	\$12.86	\$13.30	\$13.77	\$14.25	\$14.75	\$15.27	\$15.80	salary is greater than step 9
8	\$12.75	\$13.20	\$13.66	\$14.14	\$14.63	\$15.14	\$15.67	\$16.22	\$16.79	salary is greater than step 9
9	\$13.50	\$13.97	\$14.46	\$14.97	\$15.49	\$16.03	\$16.60	\$17.18	\$17.78	salary is greater than step 9
10	\$14.25	\$14.75	\$15.27	\$15.80	\$16.35	\$16.93	\$17.52	\$18.13	\$18.77	salary is greater than step 9
11	\$15.00	\$15.53	\$16.07	\$16.63	\$17.21	\$17.82	\$18.44	\$19.08	\$19.75	salary is greater than step 9
12	\$15.75	\$16.30	\$16.87	\$17.46	\$18.07	\$18.71	\$19.36	\$20.04	\$20.74	salary is greater than step 9
13	\$16.50	\$17.08	\$17.68	\$18.29	\$18.93	\$19.60	\$20.28	\$20.99	\$21.73	salary is greater than step 9
14	\$17.25	\$17.85	\$18.48	\$19.13	\$19.80	\$20.49	\$21.21	\$21.95	\$22.72	salary is greater than step 9
15	\$18.00	\$18.63	\$19.28	\$19.96	\$20.66	\$21.38	\$22.13	\$22.90	\$23.70	salary is greater than step 9
16	\$18.75	\$19.41	\$20.09	\$20.79	\$21.52	\$22.27	\$23.05	\$23.86	\$24.69	salary is greater than step 9
17	\$19.50	\$20.18	\$20.89	\$21.62	\$22.38	\$23.16	\$23.97	\$24.81	\$25.68	salary is greater than step 9
18	\$20.25	\$20.96	\$21.69	\$22.45	\$23.24	\$24.05	\$24.89	\$25.76	\$26.67	salary is greater than step 9
19	\$21.00	\$21.74	\$22.50	\$23.28	\$24.10	\$24.94	\$25.81	\$26.72	\$27.65	salary is greater than step 9
20	\$21.75	\$22.51	\$23.30	\$24.12	\$24.96	\$25.83	\$26.74	\$27.67	\$28.64	salary is greater than step 9
21	\$22.50	\$23.29	\$24.10	\$24.95	\$25.82	\$26.72	\$27.66	\$28.63	\$29.63	salary is greater than step 9
22	\$23.25	\$24.06	\$24.91	\$25.78	\$26.68	\$27.61	\$28.58	\$29.58	\$30.62	salary is greater than step 9
23	\$24.00	\$24.84	\$25.71	\$26.61	\$27.54	\$28.51	\$29.50	\$30.54	\$31.60	salary is greater than step 9

Appendix II-05

Effective January 1, 2005

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Exceeds Salary Maximum</u>
1	\$7.76	\$8.03	\$8.32	\$8.61	\$8.91	\$9.22	\$9.54	\$9.88	\$10.23	salary is greater than step 9
2	\$8.54	\$8.84	\$9.15	\$9.47	\$9.80	\$10.14	\$10.50	\$10.86	\$11.24	salary is greater than step 9
3	\$9.32	\$9.64	\$9.98	\$10.33	\$10.69	\$11.06	\$11.45	\$11.85	\$12.27	salary is greater than step 9
4	\$10.09	\$10.44	\$10.81	\$11.19	\$11.58	\$11.99	\$12.41	\$12.84	\$13.29	salary is greater than step 9
5	\$10.87	\$11.25	\$11.64	\$12.05	\$12.47	\$12.91	\$13.36	\$13.83	\$14.31	salary is greater than step 9
6	\$11.64	\$12.05	\$12.47	\$12.91	\$13.36	\$13.83	\$14.31	\$14.81	\$15.33	salary is greater than step 9
7	\$12.42	\$12.86	\$13.30	\$13.77	\$14.25	\$14.75	\$15.27	\$15.80	\$16.35	salary is greater than step 9
8	\$13.20	\$13.66	\$14.14	\$14.63	\$15.14	\$15.67	\$16.22	\$16.79	\$17.38	salary is greater than step 9
9	\$13.97	\$14.46	\$14.97	\$15.49	\$16.03	\$16.60	\$17.18	\$17.78	\$18.40	salary is greater than step 9
10	\$14.75	\$15.27	\$15.80	\$16.35	\$16.93	\$17.52	\$18.13	\$18.77	\$19.43	salary is greater than step 9
11	\$15.53	\$16.07	\$16.63	\$17.21	\$17.82	\$18.44	\$19.09	\$19.75	\$20.44	salary is greater than step 9
12	\$16.30	\$16.87	\$17.46	\$18.07	\$18.71	\$19.36	\$20.04	\$20.74	\$21.47	salary is greater than step 9
13	\$17.08	\$17.68	\$18.29	\$18.93	\$19.60	\$20.28	\$20.99	\$21.73	\$22.49	salary is greater than step 9
14	\$17.85	\$18.48	\$19.13	\$19.80	\$20.49	\$21.21	\$21.95	\$22.72	\$23.52	salary is greater than step 9
15	\$18.63	\$19.28	\$19.96	\$20.66	\$21.38	\$22.13	\$22.90	\$23.70	\$24.53	salary is greater than step 9
16	\$19.41	\$20.09	\$20.79	\$21.52	\$22.27	\$23.05	\$23.86	\$24.69	\$25.55	salary is greater than step 9
17	\$20.18	\$20.89	\$21.62	\$22.38	\$23.16	\$23.97	\$24.81	\$25.68	\$26.58	salary is greater than step 9
18	\$20.96	\$21.69	\$22.45	\$23.24	\$24.05	\$24.89	\$25.76	\$26.67	\$27.60	salary is greater than step 9
19	\$21.74	\$22.50	\$23.28	\$24.10	\$24.94	\$25.81	\$26.72	\$27.65	\$28.62	salary is greater than step 9
20	\$22.51	\$23.30	\$24.12	\$24.96	\$25.83	\$26.74	\$27.67	\$28.64	\$29.64	salary is greater than step 9
21	\$23.29	\$24.10	\$24.95	\$25.82	\$26.72	\$27.66	\$28.63	\$29.63	\$30.67	salary is greater than step 9
22	\$24.06	\$24.91	\$25.78	\$26.68	\$27.61	\$28.58	\$29.58	\$30.62	\$31.69	salary is greater than step 9
23	\$24.84	\$25.71	\$26.61	\$27.54	\$28.51	\$29.50	\$30.54	\$31.60	\$32.71	salary is greater than step 9