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PROFESSIONAL NURSES AND HOSPITAL PERSONNEL  
DIVISION OF UNITED PAPERWORKERS INTERNATIONAL UNION,  
AFL-CIO, CLC AND ITS UPJU LOCAL 1426

and

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

by and between

AGREEMENT

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Agreement  
 by and between  
 Middlesex County Improvement Authority  
 and  
 Professional Nurses and Hospital Personnel  
 Division of United Paper Workers International Union,  
 AFL-CIO, CLC and its UPIU Local 1426

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THIS AGREEMENT made as of the first day of July 1997, between the MIDDLESEX COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey (hereinafter known as the "MCIA") and the PROFESSIONAL NURSES AND HOSPITAL PERSONNEL, DIVISION OF UNITED PAPERWORKERS INTERNATIONAL UNION, AFL-CIO, CLC AND ITS UPIU LOCAL 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 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; 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.

The MCIA is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or Union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

**NON-DISCRIMINATION**

**ARTICLE I**

ARTICLE 2

RECOGNITION

The Union is hereby designated as the exclusive bargaining agent for the Registered Nurses and Licensed Practical Nurses, Local #1426, employed by the MCI A at Roosevelt Care Center, Middlesex County ("Roosevelt Care Center") in the following job titles. All other titles are excluded.

Title

- Graduate Nurse (Licensed)
- Asst. Utilization Review Coordinator
- Public Health Nurse
- Graduate Nurse (Unlicensed)
- Practical Nurse (Licensed)

Part-time employees shall receive benefits as indicated herein.

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

Article 4 hereof.

Any new title authorized for use by the MCI A at Roosevelt Care Center will be

negotiated for inclusion or exclusion from this bargaining unit. If the parties are unable

to agree on the inclusion or exclusion of a title, the Union or the MCI A will pursue

statutory procedures under the New Jersey MCI A - 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").



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 MCI/A 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 MCI/A 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 MCI/A and the Roosevelt Care Center Personnel Office with any modifications to such list.

(A) The MCI/A 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 MCI/A 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 MCI/A to the United Paperworkers International Union (U.P.I.U.), AFL-CIO, CLC, 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 1st or July 1st. 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, any new employee who does not join the Union within thirty (30) days of initial employment with the MCIA, and any employee previously employed by the County or the MCIA at Roosevelt Care Center who does not join the Union within ten (10) days of re-entry into employment within the Union 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 fee which is used for partisan, political, or ideological purposes.

ARTICLE 4  
WAGES

(a) Base Salary. Effective July 1, 1997, employees represented by the Union and

employed by MCIA as of June 14, 1997 (the "Initial Employment Date") (such employees are hereinafter referred to as "Original Employees") will receive a base salary equal to the amount set forth on the MCIA's offer of employment to such employee (and acceptance thereof) which offers and acceptance of employment are by this reference made a part hereof as if set forth in full herein. The parties hereto agree that a copy of each offer of employment (and acceptance thereof) shall be kept on file by the MCIA in the Roosevelt Care Center Personnel Office and shall be available, as needed, for future reference to determine the base salary of any Original Employee.

Any person employed by the MCIA subsequent to the Initial Employment Date (such employees are hereinafter referred to as "New Employees") will receive a base salary for the applicable position/title on Exhibit 1 which is attached hereto and which by this reference is made a part hereof as if set forth in full herein. A copy of each offer of employment to any New Employee (and acceptance thereof) shall be kept on file by the MCIA in the Roosevelt Care Center Personnel Office and shall be available, as needed, for future reference to determine the base salary of each New Employee.

Original Employees and New Employees are collectively referred to herein as the "Employees"; -

(b) Salary Increases. The base salaries payable to Employees hereunder will be increased on each anniversary date of this Agreement (i.e. July 1) during the term of this

Agreement except for an increase which shall be implemented on January 1, 1998 as set

forth below. The amount of such increases will be as follows:

• There shall be a base wage adjustment equal to three per centum (3%) on each of the following dates:

January 1, 1998	3%
July 1, 1998	3%
July 1, 1999	3%
July 1, 2000	3%
July 1, 2001	3%

• Of the three per centum (3%) increase in base wages effective on January 1, 1998, one per centum (1%) of such increase shall be applied retroactively to June 14, 1997 for Original Employees and the date of hire for New Employees. Payment of such retroactive portion shall be made by MCIA to those employees on the payroll as of December 20, 1997 payroll and will be paid on December 19, 1997.

All Employees in the Union being carried on the MCIA payroll or on approved leaves of absence, upon return to employment will receive a wage increase to be negotiated between the parties as of the date of such return to employment.

(c) Establishment of Pay Periods. Payroll will be made on a semi-monthly basis. Employees working during the period from the 1st to the 15th day of each month will be paid on the 20th day of such month. Employees working during the period from the 16th day to the last day of each month will be paid on the 5th day of the following month.

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

(e) 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

beginning at 11:00 p.m. on Sunday night.  
 11:00 p.m. on Saturday night and shall be deemed to be working on Monday for the shift  
 p.m. on Friday night, shall be deemed to be working on Sunday for the shift beginning at  
 7:30 a.m. shift shall be deemed to be working on Saturday for the shift beginning at 11:00  
 With respect to weekend differential, Employees working the 11:00 p.m. to

Period	Amount
July 1, 1997 to June 30, 2000, inclusive	\$1.25/hr.
July 1, 2000 to June 30, 2002, inclusive	\$1.50/hr.

working on a Saturday or Sunday as follows:

2. Weekend Differential. A differential shall be paid to Employees

Shift	Period	Amount (\$/hr.)
3-11:30 p.m.	July 1, 1997 to June 30, 2000, inclusive	\$1.00/hr.
	July 1, 2000 to June 30, 2002, inclusive	\$1.25/hr.
11 p.m.-7:30 a.m.	July 1, 1997 to June 30, 2000, inclusive	\$1.25/hr.
	July 1, 2000 to June 30, 2002, inclusive	\$1.50/hr.

Employee that is a plaintiff in a matter covered by this provision shall not be paid for time spent in Court on such matter.

MCLA - RN/LPN

Collective Bargaining Agreement

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 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.

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. The form and content of such required documentation shall be agreed to by Solomon Health Group, LLC ("Solomon"), the MCI's management contractor for Roosevelt Care Center, and the Union.

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, it is understood that the (every other weekend off) schedule is subject to change, depending on proper nurse staffing related to patient care as determined by the MCI. Solomon (as MCI's agent) may request any Employee that so desires to

voluntarily work on successive weekends. Any Employee that voluntarily agrees to work on successive weekends will receive overtime pay for working on a successive weekend, if the total hours worked in a week exceeds forty (40) hours.

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, Offices of Emergency Management.

4. 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 agrees to cause Solomon to 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.

5. 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.



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

**ARTICLE 6  
BREAKS**

ARTICLE 7  
OVERTIME

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

(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 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). Alternatively, at the written request of the Employee, at any time during the term of this Agreement, in lieu of the foregoing payment for call back, the MCI-A agrees to make payment of \$100 per case for which the Employee is called back. In such event, subsequent to receipt of such written notice from the Employee, such alternative method of compensation shall remain in effect until such time as the Employee provides written notice to the MCI-A stating that the alternative method of payment for call back time shall be terminated. Thereafter, the method of payment described in the first sentence of this paragraph (b) shall govern.

ARTICLE 8

MERIT INCREASES - PROMOTIONS-NEW EMPLOYEES

(a) 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.

(b) New Employees: It is the intention of the MCIA, in cooperation with the Union, to hire New Employees at the minimum of the rate range.

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.

**SEASONAL EMPLOYEES (SUMMER HELP)**

**ARTICLE 9**

ARTICLE 10

MEDICAL BENEFITS

(a) Traditional Coverage. All full-time employees and employees' eligible family employees and family that are Original Employees shall also be supplied. (as defined by the Middlesex County Health Insurance Fund) that are Original Employees shall be covered by traditional medical coverage. Major Medical coverage for eligible employees and family that are Original Employees shall also be supplied.

All full-time New Employees shall be entitled to receive the same medical insurance as provided for full-time Original Employees; however, such persons shall contribute (through payroll deduction) ten per centum (10%) of the cost of such medical coverage and Major Medical coverage.

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 MCI 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 MCI, be subject to collective bargaining with the Union.

(b) Health Maintenance Organization (HMO). Three (3) Health Maintenance Organizations will be available to all eligible employees as an alternate to traditional medical coverage, and Major Medical. The MCI will contribute the same amount toward HMO coverage as is contributed toward traditional coverage (as provided in (a) above. 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) Dental Plan. MCI A will provide dental coverage for all full-time employees that is substantially equivalent to or superior to the coverage provided by the County of Middlesex, New Jersey (the "County") for County employees as of June 13, 1997. With respect to all eligible employees (and eligible employees' families) that are Original Employees, the cost of such dental coverage shall be shared between the Employee and the MCI A on the same basis that such costs were shared between the County and such employee prior to the Initial Employment Date.

With respect to all eligible employees (and eligible employees' families) that are New Employees, the cost of such dental coverage shall be shared between the employee and the MCI A in a manner to be negotiated with the Union at the time that MCI A selects a dental plan to replace the County's dental plan.

(d) Drug Prescription Plan. All full-time employees and full-time employees' family will be covered by a Drug Prescription Program. With respect to Original Employees, the cost of the Drug Prescription Program shall be paid by the MCI A; 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 New Employees, ten per centum (10%) of the cost of such Drug Prescription Plan shall be paid by such New Employee (through payroll deduction) and there will be a co-pay of \$5.00 per prescription drug for non-generic drugs and \$1.00 per prescription drug for generic drugs, in each case, to be paid by the employee.

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

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

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 employee and not to an employee's family members.

With respect to Original Employees, the cost of the Vision Care Program shall be paid by the MCI. With respect to New Employees, such employees shall contribute (through payroll deduction) ten per centum (10%) of the cost of such Vision Care Program, to the extent used by the employee.

(f) New Jersey State Temporary Disability Program. The MCI 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.

(g) 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 MCI agrees to provide N.J. State Health Benefits - Traditional Medical Coverage and Major Medical to a retired employee and his dependents, if any if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System.

Full-time Employees shall observe and be paid for holidays in accordance with MCIA's posted observance schedule for such holidays. All full-time Employees working on a holiday will receive regular pay at straight time for hours worked plus holiday pay for a holiday worked at straight time. During the period from July 1, 2000 to June 30, 2002, inclusive, any full-time employees working on Christmas Day will receive regular pay at straight time for the holiday plus holiday pay for the hours worked on Christmas Day at one and one-half (1-1/2) regular pay. Holiday hours will not exceed standard shift of 8.0 hours. Part-time Employees 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.

All full-time Employees scheduled off on a holiday shall receive their regular time rate and no compensatory day.

Any hours paid for at over-time 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.

The paid holiday schedule will be as follows:

**ARTICLE 11  
HOLIDAYS**

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



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.

ARTICLE 12

PERSONAL DAYS

All full-time Employees who are Original Employees shall have two (2) paid personal days per year. All full-time employees who are New Employees shall be entitled to one (1) paid personal day per year. Part-time Employees shall not be entitled to any paid personal days. Personal days may not be carried over to the following year. Any personal days accrued and earned but unused by any Employee while employed by the County shall be carried forward and recognized by the MCI for all Original Employees; provided however, that such accrued and earned but unused personal days shall be used by the Employee on or prior to June 14, 1998 or such accrued and unused days will be forfeited. If an Employee that was previously employed by the County is subsequently employed by the MCI as a New Employee, no accrued and unused personal days accrued while employed by the County prior to the Initial Employment Date will be recognized by the MCI.

Personal days may be taken on separate days or consecutively; however, the Employee will give the MCI three (3) days notice for each personal day to be taken. 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 15th and December 31st of any year. This shall not include previously approved personal days for 1997.

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 three (3) full-time days leave with pay in the event of the death of his/her spouse, child, parent, brother, sister, grandparent or grandchild.

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 regularly scheduled work, not to exceed three (3) days; 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 up to one (1) additional day to return to work by utilizing any accrued and earned unused vacation or personal days.-

**ARTICLE 14  
VACATIONS**

Employees that are Original Employees shall accrue and be granted paid vacation leave from and after July 1, 1997 and may utilize such vacation leave as same is accrued. Employees that are New 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 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>	
Years of Service	Amount of Vacation	Years of Service	Amount of Vacation
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

Part-time Employees 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.

Any vacation approved by the County prior to the Initial Employment Date shall be honored by the MCIA. In such event, such vacation may be taken by an Employee without pay if a sufficient amount of vacation leave has not been accrued by such Employee

hereunder prior to the date of such previously approved vacation. Any vacation taken without pay, as described above, shall not be deemed to be an absence from work for disciplinary or performance evaluation purposes.

Vacation days earned and accrued and unused by any Employee while employed by the County shall be carried forward and recognized by the MCIA for all Original Employees; provided however, that such earned and accrued but unused vacation days shall be used by the Employee on or prior to June 14, 1998 or such accrued and unused vacation days will be forfeited. If an employee that was previously employed by the County is employed by the MCIA as a New Employee, no accrued and unused vacation days will be recognized by the MCIA.

ARTICLE 15  
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 six (6) hours per month (i.e. nine (9) 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.

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 MCI/A for Original Employees. If an employee that was previously employed by the County is subsequently employed by the MCI/A 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 MCI/A.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the Employee's final pay.

Days lost due to injury or illness arising out of or caused by County employment for which the Employee has a claim for Workmen's Compensation, which has been approved by the appropriate MCI A 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 MCI A.

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 Original Employees while employed by the County and carried forward to employment by the MCI as of the Initial Employment Date, and (b) three (3) days for sick time credited and not used from and after the Initial Employment Date.

At time of sick leave purchase, any remaining sick days not bought out will be carried forward by the MCI and credited to the employee.

Only those employees having used less than fifty per centum (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 (1/2) day.

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



ARTICLE 17  
LONGEVITY

Employees having completed eight (8) years of service (from the Initial Employment Date for Original Employees and from the date of hire for New Employees) shall be entitled to receive longevity payments (in addition to other compensation provided hereunder) based upon their base salary (up to a maximum of \$30,000) in accordance with the following schedule:

<u>Years of Service</u>	<u>% of Base Pay</u>
9-15 years	2%
16-20 years	5%
21 + years	7%

Such longevity payments shall be paid on and after the first day of the ninth (9th) year of employment.

ARTICLE 18

DISCIPLINE BY DISCHARGE; GRIEVANCE PROCEDURE

No employee will be disciplined by discharge without just cause.

Any alleged violation of the collective bargaining agreement, or any dispute with regard to its meaning or application may constitute "grievance". Disputes concerning matters involving the sole and exclusive discretion of the MCA 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 MCA, or his designee, within seven (7) working days after the response of the Administrator under Step 2 is due. The Executive Director of the MCA, or his 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 MCA

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

**ADHERENCE TO PUBLIC EMPLOYEES RELATION COMMISSION**

**ARTICLE 19**

ARTICLE 20

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 paragraph 4(c) hereof) and weekend differential (as provided in paragraph 4(d) hereof).

Part-time employees who are Original Employees and their eligible family members shall be entitled to receive (at the sole cost of MClA) traditional medical coverage (as described in paragraph 5(a) hereof) or health maintenance organization coverage (as described in paragraph 5(b) hereof) on the same basis as full-time employees. Such employees shall not however be entitled to receive any dental, drug prescription plan or vision care coverage.

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 twenty-four (24) hours per week. For purposes of these terms and conditions of employment, employees who are regularly scheduled to work between twenty-four (24) hours and forty (40) hours per week shall be entitled to receive all benefits, coverages, under this agreement as full-time employees but on a pro-rata basis, calculated on the basis of a

percentage of hours normally scheduled to work as compared to forty (40) hours per work week.

MCIA - RN/LPN

ARTICLE 21

ECONOMY LAYOFFS

No layoffs for reasons of economy will be made during the period from the Initial Employment Date to, but not including, September 14, 1997. Thereafter, the MCI/A may make layoffs as may be required for proper operations of Roosevelt Care Center. Such layoffs shall be made on the basis of merit/performance evaluations (past and current as of time of layoff decision). In the event that two (2) or more individuals receive relatively equivalent merit/performance evaluations, such economic layoff decisions as to such employees will be implemented on the basis of inverse order of seniority.

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 MCLA's employment records; provided however, that the amount of such lump sum payment shall not exceed \$15,000.

**ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT**

**ARTICLE 22**



The MCA 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.

**DISABILITY INSURANCE**

**ARTICLE 23**

ARTICLE 24

PERSONNEL FILES

The MCA and the Union agree that the MCA 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 MCA or Solomon 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 MCA or Solomon 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 MCA or Solomon 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 MCA. The MCA recognizes and agrees to permit this review and examination at any reasonable time. The Employee shall have the right to define, explain,

or object, in writing, to anything found in his or her personnel file. This writing shall become a part of the employee's personnel file. Written reprimands or derogatory reports shall be shown to the employee before they become part of the employee's personnel file.

ARTICLE 25

MATERNITY LEAVE

The provisions of the Family and Medical Leave Act, 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) months unpaid leave after accrued and unused sick leave and vacation leave have been used for family and medical 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.

**MILITARY LEAVE**

**ARTICLE 26**

Should an employee be called to serve as a juror, 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.

**JURY DUTY**

**ARTICLE 27**

ARTICLE 28

JOB VACANCY - JOB BIDDING

In the event that the MCIA finds the need or plans a new created job within the Union, the MCIA will (or cause Solomon to) notify the president of the Union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job and shall remain posted for five (5) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

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

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

Job recall will be made in accord with New Jersey State Department of Personnel rules.

The determination of abilities and qualifications of an employee shall be made by the MCIA.

ARTICLE 29

RIGHTS AND PRIVILEGES OF THE UNION

1. The MCI A agrees (and shall cause Solomon to agree) to make available to the Union all public information concerning the MCI A together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the MCI A's Personnel Director at Roosevelt Care Center.
  2. The Union local president shall have copies of all Roosevelt Care Center and MCI A Personnel Policies supplied by the MCI A (or Solomon, acting on its behalf). 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 (or by Solomon, acting on MCI A's behalf) to participate in negotiations or grievance procedures, he/she shall suffer no loss in pay.
- The Union will have the use of designated bulletin boards to disseminate Union information.



ARTICLE 30

SAFETY

The MCLA agrees to cause Solomon 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.

ARTICLE 31  
MEAL

All employees shall be provided with one-half hour (1/2 hour) per shift for meals without pay. The MCI shall not provide free meals. Employees may purchase meals, if desired, at discounted rates arranged by Solomon.

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, from time to time, and shall be paid retroactively to the date such per mile rate is established/changed by the Internal Revenue Service.

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

**EMPLOYEE'S PHYSICALS**

**ARTICLE 33**

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. The Committee will have two (2)

agendas:

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

Notwithstanding the foregoing, changes to the agenda may be made by Solomon, if such changes represent a comparable substitute for or supplement to the foregoing provisions. In such event, Solomon and/or the MCIA shall provide prior written notice of such changes to the Union.



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.

**MANAGEMENT RIGHTS**

**ARTICLE 35**



Any employee attending a seminar 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, as reflected on the employee's time card.

ARTICLE 36  
SEMINARS

Any licensing of the full-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 MCLA.

**REQUIRED LICENSURES**

**ARTICLE 37**



ARTICLE 38

RULES OF THE MCIA

All rules and regulations promulgated by the MCIA (or Solomon, acting on its behalf) will be observed by the Employees.

ARTICLE 39

EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will cause Solomon to provide an employee returning from educational leave with their same shift. However, the foregoing shall not constitute a guarantee that the employee will be able to return to the same shift.

ARTICLE 40

TUITION REIMBURSEMENT

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

The MCI A shall (together with Solomon) make an annual contribution to the fund in the aggregate amount of \$5,000 per year.

The Union shall notify the MCI A, on an annual basis, of any distribution made from the fund and such notice shall set forth the name of the recipient of such distribution, the amount received and the purpose to which the distribution will be applied.

ARTICLE 41

UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted ten (10) 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. It is also understood that the total cost in salary of five (5) aggregate days will be the Union's responsibility and five (5) 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, six (6) times per calendar year for the purpose of attending union meetings.

Neither the Union nor the employee or the MCLA 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 MCLA 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.

**NO STRIKE OR LOCK-OUT**

**ARTICLE 42**

**COMPUTATION OR TYPOGRAPHICAL ERRORS**

**ARTICLE 43**

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 MCLA by mutual consent retroactive to the date of occurrence.

proposals or bids.

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

**CONTRACTING OR SUBCONTRACTING**

**ARTICLE 44**

It is hereby agreed that this Agreement shall remain in full force and effect from July 1, 1997 until June 30, 2002.

This Agreement may be re-opened for July 1, 2002 contract negotiations concerning wages by either party upon notice in writing at least sixty (60) days and not more than one hundred twenty (120) days prior to July 1, 2002.

**DURATION OF CONTRACT**

**ARTICLE 45**



ARTICLE 46

UTILIZATION OF "PER DIEM" EMPLOYEES

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

- First: MCIA part-time and MCIA "per diem" employees;
- Second: MCIA full-time employees through payment of overtime, if applicable; and
- 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.

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

**ARTICLE 47**

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

As a public employer, the MCA will participate in the Public Employee Retirement System. The MCA shall carryout all obligations imposed upon it to assure continued participation therein by all Employees. Among other things, the MCA shall make such contribution to P.E.R.S. (including withholdings from Employees' paychecks) as required to maintain current eligibility. In addition, the MCA 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.

**PARTICIPATION IN P.E.R.S.**

**ARTICLE 48**

The Union hereby acknowledges that the MCIA has entered into a Lease and Management Agreement, dated as of May 14, 1997, with Solomon under which the MCIA has designated Solomon as its authorized agent for the management, administration, operation and maintenance of Roosevelt Care Center. Except to the extent otherwise expressly notified by the MCIA, the Union hereby acknowledges and agrees that certain of the MCIA's duties and obligations under this Memorandum of Understanding and/or the collective bargaining agreement may (in the sole discretion of the MCIA) be performed by Solomon. Notwithstanding such delegation of responsibility to Solomon, the MCIA shall remain liable for satisfaction of all of the terms and conditions contained in this Agreement.

**RECOGNITION OF SOLOMON AS AUTHORIZED AGENT OF MCIA**

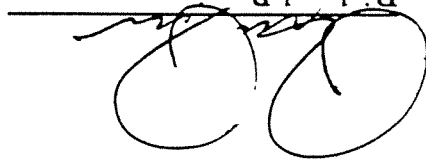
**ARTICLE 49**

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, 1997.

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

Richard Pucci  
Executive Director



By:

PROFESSIONAL NURSES AND HOSPITAL PERSONNEL DIVISION OF UNITED PAPERWORKERS INTERNATIONAL UNION, AFL-CIO, CLC AND ITS UPIU LOCAL 1426

By:

Name: William C. Wadsworth  
International Paperworkers

By:

Name: William M. Haggerty, Jr.  
Chairman, Chief Shop Steward,  
Local 1426

By:

Name: Richard Pucci  
Executive Director

Elizabeth P. Planty, Esq.  
Truitt, Turner & Paine, LLP  
Essex Courthouse  
Burgoyne - AT-CRM Local 1426

BASE SALARY FOR NEW EMPLOYEES

EXHIBIT 1

Title	Hourly Rate
Registered Nurses	\$12.00
Licensed Practical Nurses	\$12.00
Per Diem Graduate Nurses	\$18.00
Per Diem Licensed Practical Nurses	\$13.00