
AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

COMMUNICATION WORKERS OF AMERICA, LOCAL 1065 AND LOCAL 1066
Relating to Roosevelt Care Center, Middlesex County

Dated as of July 1, 1997

Agreement
by and between
Middlesex County Improvement Authority
and
Communication Workers of America, Local 1065 and 1066

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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 **COMMUNICATION WORKERS OF AMERICA** and its Locals 1065 and 1066 (hereinafter known as the "Union").

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

WHEREAS, the Union has been selected as the exclusive bargaining agent by the employees, 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;

WHEREAS the MCIA and the Union entered into a Memorandum of Agreement of terms and conditions for the Collective Bargaining Agreement dated July 1, 1997;

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 with respect to employment at Roosevelt Care Center.

ARTICLE 1

NON-DISCRIMINATION

The MCIA is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither the MCIA (nor Solomon, acting on its behalf) nor the Union 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.

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") 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.

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 (and/or Solomon, acting on its behalf) 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 any New Employees (any persons employed by the MCIA subsequent to the Initial Employment Date) that are hired and 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) 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 for future reference.

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 set forth within the applicable salary range for the applicable position/title on Exhibit 2 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 for future reference.

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

(b) Salary Increases. On July 1, 1997, and on each July 1 thereafter during the term of this Agreement, the base salaries payable to the MCIA employees hereunder (whether constituting Original Employees or New Employees) will be increased by three per centum (3%) per annum.

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) Settlement of Outstanding Collective Bargaining Issues between County of Middlesex and Union. The respective Collective Bargaining Agreements between the County of Middlesex (the "County") and the Union expired on December 12, 1995 (collectively, the "Prior Collective Bargaining Agreements"). During the period from December 12, 1995 to and including June 13, 1997, the terms and conditions governing employment of those employees employed by the County at Roosevelt Care Center that are represented by the Union were governed by the Prior Collective Bargaining Agreements.

In order to resolve and settle any and all pending and future claims that the Union, the County and the MCIA may have relating to the terms and conditions of employment during the period from December 12, 1995 until the date of this Agreement, inclusive, the Union and the MCIA have agreed that the MCIA will make the following payments in full satisfaction and settlement of such claims.

- With respect to those Original Employees who remain employed at Roosevelt Care Center as of the date of this Agreement, the MCIA shall make (or cause to be made) a one-time payment of \$1,250. Such amount shall not be included in the base salaries of such Original Employees. Such payment shall be made on or prior to December 1, 1997.

- With respect to those employees that were employed at Roosevelt Care Center (a) at any time during the period from December 12, 1995 to and including June 13, 1997, and (b) on or after June 14, 1997, but who are no longer employed at Roosevelt Care Center as of the date of this Memorandum of Agreement, the MCIA shall make (or cause to be made) a one-time payment of \$500. Such payment shall not be paid to any of such employees whose employment was terminated for reasons other than retirement, layoff and/or death. In the case of deceased employees, payment will be made to his/her estate. Such payments shall be made on or prior to December 1, 1997.

In consideration for the foregoing, the Union previously agreed (by execution of a Memorandum of Agreement, dated as of September 10, 1997) to dismiss, with prejudice, its Order to Show Cause and Complaint, PERC Docket No. C0-98-49, then pending before the Public Employment Relations Commission.

(d) 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.

(e) 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 (or Solomon acting on its behalf), 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.

(f) 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.

(g) Wage Increases. It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 of the Pamphlet Laws of 1968 of the State of New Jersey, as amended (N.J.S.A. 34:13A-1 et seq.), all wage increases are limited to the negotiated contractual amounts arrived by the means of the bargaining process and as reflected in this Agreement.

(h) New Employees. It is the intention/policy of the MCIA (in cooperation with the Union) that New Employees shall be paid at the minimum rate set forth in the salary range set forth in Exhibit 2 hereto. Exceptions to this policy/intention, if they should occur, will be communicated to the Union President.

(i) Promotions. In the event that MCIA (and/or Solomon, acting on its behalf), 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.

(j) Demotions. In the event that MCIA (and/or Solomon, acting on its behalf) 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. Employees shall work the shifts reflected on Exhibit 3 which is attached hereto and which by this reference is made a part hereof as if set forth in full herein; provided however, that any employees that are represented by the Union that were regularly scheduled to work (a) 35 hours per week prior to June 14, 1997 will continue to be scheduled to work 35 hours per week during the term of this Agreement, and (b) 40 hours per week prior to June 14, 1997 will continue to be scheduled to work 40 hours per week during the term of this Agreement. Time worked will be verified by the employee's time card. The 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.

Certified Nurse Aides shall work the hours set forth on Exhibit 3 hereto but shall be paid on the basis of 35 hours per week at straight time plus 2-1/2 hours per week at overtime pay (after giving effect to unauthorized absences) and 2-1/2 hours per week for unpaid meal time.

During each 7 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 or 8-hour shift. If an employee is required to work in excess of a full 7 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 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. Any employees working overtime beyond thirty-five (35) 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 or forty (40) hours per week, as the case may be. 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 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).

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, with respect to employees that are assigned to the Rape Crisis Unit, the MCIA agrees to make payment of (a) \$100 per case for

which the employee is called back during the period from July 1, 1997 to June 30, 1999, inclusive, (b) \$125 per case for which the employee is called back during the period from July 1, 1999 to June 30, 2001, inclusive, and (c) \$135 per case for which the employee is called back during the period from July 1, 2001 to June 30, 2002, inclusive.

In the event that this alternative method of compensation is selected by the employee, subsequent to such election, the alternative method of compensation shall remain in effect until the second pay period following receipt by the MCIA of the employees' written notice stating that the alternative method of compensation for payment of call back time shall be terminated. Thereafter, the method of payment described in the first sentence of this paragraph (b) shall govern.

In the event that the MCIA (or Solomon, acting on its behalf) determines that other Employees will be subject to being called back to Roosevelt Care Center, the terms and conditions relating to such call back shall be governed by the provision of paragraph (b) of this Article 7.

In the event that MCIA (or Solomon, acting on its behalf), 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 County as of the date of this Agreement shall remain in effect and shall be applicable to those MCIA employees that are employed by Roosevelt Care Center and 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 County.

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 County employees expire and new contracts are negotiated and executed and implemented by the County 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 provided by the County 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.

With respect to the provision of medical coverage, dental coverage, drug prescription plan coverage and/or vision care, any changes to such programs/coverages that are implemented by the County with respect to County employees during the term of this Agreement shall be deemed to also apply to the MCIA's employees that are employed at Roosevelt Care Center and that are represented by the Union. In such event, the parties agree to modify this Agreement to reflect such changes.

(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. Between the period from July 1, 1997 until the expiration of this Agreement, the MCIA 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 (or by Solomon, acting on its behalf).

ARTICLE 9

HOLIDAYS

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	

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 or verifiable illness, if requested, by the Employee.

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.

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. Any personal days accrued and earned but 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 accrued and earned but unused personal days shall be used by the employee on or prior to December 31, 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 MCIA 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 MCIA.

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 three (3) full-time, scheduled working days leave with pay in the event of the death of his/her spouse, child, parent, brother, sister, grandparent or grandchild or any other person acting in the capacity of a parent. In the event of the death of a mother-in-law or father-in-law living in the Employee's home, 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 at Roosevelt Care Center for determining vacation leave for any Original Employee. Such Original Employee will be entitled to take paid vacation leave in each year in the same amount as such Original Employee would be entitled to as of July 1, 1997 if such Original Employee had continued to be employed by the County. 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.

Employees that are 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		

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. Any vacation approved by the County prior to the Initial Employment Date shall be honored by the MCIA after the Initial Employment Date. 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. Vacation time may be used on less than a full-time basis by agreement of the Employees immediate supervisor.

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 accrued but unused vacation days shall be used by the employee on or prior to December 31, 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 unless such employee was hired by MCIA within twelve (12) months of the date that such employee's

previous County employment terminated. In such event, such employee will be deemed to be an Original Employee for this purpose.

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 (or Solomon acting on its behalf) 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.

ARTICLE 15

LONGEVITY

Original Employees that received longevity payments under the Prior Collective Bargaining Agreements shall continue to receive such longevity payments under the terms of this Agreement. Such longevity payments shall not be included in base pay and the amount of such payments shall be determined as of June 13, 1997 and shall remain fixed until the eighth (8th) year following (a) the Initial Employment Date for Original Employees, and (b) the date of hire for New Employees. At the end of such eighth (8th) year, employees shall be entitled to receive longevity payments not included in base pay (in addition to other compensation provided hereunder) based upon their base salary determined as of such date, (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%

For purposes of determining the proper number of "years of service" in the above table, the date of hire by the County for employment at Roosevelt Care Center shall be utilized for Original Employees and the date of hire by the MCIA for employment at Roosevelt Care Center shall be utilized for New Employees. Such longevity payments shall be paid on and after the first day of the ninth (9th) year of employment by the County, for Original Employees, and by the MCIA for the New Employees.

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 County to full-time employees of the County.

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

No layoffs for reasons of economy will be made for a period of ninety (90) days following the Initial Employment Date. Thereafter, the MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center. 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.

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 (or by Solomon, acting on its behalf) 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 (or by Solomon, acting on its behalf) 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 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 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

MATERNITY 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 filing. 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 (or Solomon, acting on its behalf), 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 (or Solomon, acting on its behalf) 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 Executive Director (or his/her designee).

(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 MCIA's 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 MCIA's 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 MCIA agrees to cause Solomon 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 arranged by Solomon. However, commencing on January 1, 1998 and on each January 1 thereafter during the remaining term of this Agreement, the MCIA shall pay each employee employed at Roosevelt Care Center on the aforesaid date 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 MCIA 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 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 MCIA prior to the date of the signing of this Agreement are retained exclusively by the MCIA, subject only to such limitations as are specifically provided in this Agreement.

ARTICLE 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 MCIA (or Solomon, acting on its behalf) 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 (or by Solomon, acting on its behalf). The determination as to whether such memberships are required shall be made by the MCIA (or by Solomon, acting on its behalf).

ARTICLE 33

EDUCATIONAL LEAVE

When or where possible, in light of staffing requirements and openings, the MCIA will cause Solomon to 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 (together with Solomon) make an annual contribution to the fund in the aggregate amount of \$5,000 per year. The Union will notify the MCIA, on an annual basis, of any distribution made from the fund and such notice shall set forth the name of the recipient of such distributions, the amount received and the purpose to which the distribution will be applied.

ARTICLE 35

UNION CONFERENCE DAYS

Ten (10) days per year will be provided to each unit of Local 1066 and Local 1065 for attendance by its designated members at Union conferences. Such designation shall be in writing and shall be executed by an authorized Union representative. Of such ten (10) days, five (5) days will be paid for by the Union for each unit and five (5) days will be paid for by the MCIA for each unit. In addition, if requested in writing, Local 1066 shall be provided with up to sixty (60) additional days per year of unpaid leave and Local 1065 shall be provided with up to sixty (60) additional days per year of unpaid leave for attendance by their respective members at Union conferences.

ARTICLE 36

NO STRIKE OR LOCK-OUT

Neither the Union nor the Employee or the MCIA (or Solomon acting on its behalf) shall interfere, instigate, promote, sponsor, engage in, or condone any strike, lock-out, 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, 1997 and shall expire on June 30, 2002. 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 June 30, 2002.

ARTICLE 39

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" (provisional) employees;
- Second: MCIA full-time employees through payment of overtime, if applicable;
- Third: Former employees of the County previously employed at Roosevelt Care Center prior to the Initial Employment Date and rehired from recall list maintained pursuant to Article 42 hereof; and
- Fourth: "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 cause Solomon to include the employees represented by the Union and employed by MCIA at Roosevelt Care Center under the malpractice liability insurance maintained by Solomon for Roosevelt Care Center.

ARTICLE 41

PARTICIPATION IN P.E.R.S. PENSIONS

As a public employer, the MCIA 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 MCIA shall carry out all obligations imposed upon it to assure continued participation therein by all Employees. Among other things, the MCIA shall make such contribution to P.E.R.S. (including withholdings from Employees' paychecks) as required to maintain current eligibility. In addition, the MCIA shall make such withholdings from Employees' paychecks for purposes of purchasing life insurance policies through P.E.R.S. in the same manner and in the same amount as previously withheld by the County prior to June 14, 1997.

ARTICLE 42

RECOGNITION OF SOLOMON AS AUTHORIZED AGENT OF MCIA

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 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.

ARTICLE 43

UNIFORMS

The MCIA shall provide (without cost) uniforms to any Employees that are employed at Roosevelt Care Center, who are represented by the Union and who are required by the MCIA (or by Solomon) to wear uniforms. In addition, the MCIA shall provide laundry service for any uniforms so provided. The MCIA shall provide repair and/or replacement of uniforms, when required.

ARTICLE 44

RECALL PROCEDURES

The MCIA, as Employer, agrees to establish a list of recall for all persons employed by the County at Roosevelt Care Center prior to the Initial Employment Date but who were not hired by the MCIA on the Initial Employment Date (referred to herein as "Prior Employees"). This list of recall shall remain in effect for a period of twelve (12) months from the date of execution of the Memorandum of Agreement (the "Recall Period"). During the Recall Period, prior to hiring any New Employee to fill an open position, the MCIA shall offer employment to any Prior Employee that previously held such job/position and who is "minimally qualified" for the open position. For purposes of the foregoing, if a Prior Employee could be deemed to be "minimally qualified" (with up to two (2) weeks of training) for the open job/position, such Prior Employee will be deemed to be "minimally qualified" for purposes of filling such open job/position. If a Prior Employee is not "minimally qualified" for an open job/position or if a Prior Employee did not previously hold such open job/position or a similar job/position, the MCIA shall be under no obligation to offer employment to such Prior Employee for that open job/position. The date of hire for any Prior Employee that is hired by the MCIA pursuant to the provisions of this Article 45 shall be deemed to be thirty (30) days from the date that such Prior Employee's employment was terminated by the County.

Prior Employees who are hired by the MCIA after the Recall Period has expired shall be deemed to be New Employees; however, upon satisfactory completion of five (5) years of continuous service (from the date of rehire by the MCIA), such Prior Employee will have their

seniority restored and their date of hire shall thereafter be deemed to be thirty (30) days subsequent to the date on which their County employment was terminated. As of the date such seniority is restored, such Prior Employee will thereafter be deemed to be an Original Employee.

ARTICLE 45

STANDBY PAY FOR RAPE CRISIS CENTER

Employees that are employed at Roosevelt Care Center and who are assigned to the Rape Crisis Center and who are represented by the Union shall be entitled to receive standby pay during each year of the term of this Agreement, as follows:

Monday to Friday	Fifteen dollars (\$15.00) per day
Saturday and Sunday	Twenty-five dollars (\$25.00) per day
Holidays	Thirty-five dollars (\$35.00) per day

Such standby pay shall be paid only to those Employees that are required by the MCIA (or Solomon, acting on its behalf) to carry a beeper and/or a cellular telephone for purposes of being called back to the Rape Crisis Center.

In the event that the MCIA (or Solomon, acting on its behalf) determines that other Employees will be required to be "on call" or subject to being called back to Roosevelt Care Center (for any reason other than the above), the terms and conditions relating to such call back shall be governed by the provision of paragraph (b) of Article 7 and the provisions contained herein shall also apply.

ARTICLE 46
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 to Solomon or any affiliate thereof unless the agreement of sale or lease expressly provides that (a) Solomon or such affiliate 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 1 attached hereto, and (b) the terms and conditions set forth in this Agreement shall continue in full force and effect.

Further, the MCIA hereby agrees (and shall cause the County to abide by such agreement) that Roosevelt Care Center shall not be sold or leased to a corporation or other entity other than Solomon or any affiliate of Solomon unless the agreement of sale or lease expressly provides that such new owner or lessee recognize the Union as the exclusive representative of the Employees employed at Roosevelt Care Center holding the positions/titles set forth on Exhibit 1 attached hereto.

ARTICLE 47
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 48
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 49

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 50

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 51

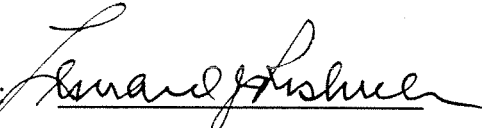
SEASONAL EMPLOYEES (SUMMER HELP)

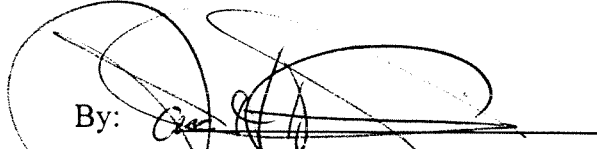
Indirect benefits will be limited to Workmen's Compensation and those benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, medical, dental, prescription vision or other benefits provided hereunder for full-time or part-time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

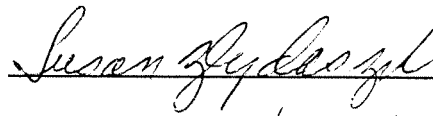
IN WITNESS WHEREOF, the parties intending to be legally bound under and in accordance with the terms of this Agreement, hereby set their hands as of the first day of July, 1997.

**MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

**COMMUNICATION WORKERS OF
AMERICA, LOCAL 1065 AND
LOCAL 1066**

By: 
LEONARD J. ROSEMAN
Chairman

By: 
Name: JAMES H. DENNIS JR

By: 
Name: Susan Zydaszek

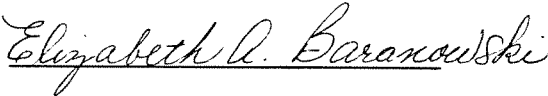
By: 
Name: Elizabeth A. BARANOWSKI

EXHIBIT 1 (Part A)

POSITIONS/TITLES FOR
NON-MEDICAL SUPERVISORS

TITLE

Admin. Analyst-Hospital Med. Librarian

Asst. Executive Housekeeper

Chief Electrocardiograph Technician

Chief Medical Technologist

Chief Microbiologist

Chief Occupational Therapist

Chief Pharmacist

Chief Psychiatric Social Worker

Chief Physical Therapist

Chief X-Ray Technician

Coordinator of Volunteer Services

Dietician (A.D.A. HR 24,374)

Dietician/RD

Admitting Officer

Chief Recreation Therapist

Director of Speech Pathology & Audiology

Executive Housekeeper

MCIA - CWA

Collective Bargaining Agreement
Execution Copy

EXHIBIT 1 (Part A) (Continued)

Food Service Manager

Laundry Manager

Laundry Supervisor

Manager Radiology

Medical Records Administrator

Medical Record Supervisor

Occupational Therapist Supervisor

Physical Therapy Supervisor

Psychiatric Social Worker Supervisor

Senior Dietician

Supervising Coordinator of Vol. Service Program

Supervising Account Clerk

Supervising Clerk

Supervising Groundkeeper

Supervising Omnibus Operator - Class 1

Supervisor of Hospital Stores

EXHIBIT 1 (Part B)

POSITIONS/TITLES FOR
NON-MEDICAL PROFESSIONALS

TITLE

Accountant

Assistant Building Superintendent

Assistant Chief Medical Technologist

Assistant Chief Pharmacist

Assistant Chief X-Ray Technician

Assistant Coordinator of Volunteers

Assistant Hospital Maintenance Supervisor

Assistant Chief Recreation Therapist

Assistant Laundry Manager

Assistant Medical Records Administrator

Assistant Payroll Supervisor

Building Superintendent

Counselor Rape Vic/Prev. Program

Dental Hygienist

Electrocardiograph Technician

Laboratory Technician

Medical Records Technician

EXHIBIT 1 (Part B) (Continued)

Medical Social Worker

Medical Technologist

Microbiologist

Microbiology Technician

Music Therapist

OCC Therapist

OCC Therapy Assistant (COTA)

Pharmacist

Phlebotomist

Physical Therapist

Physical Therapist Assistant

Prin. Psychiatric Social Worker

Psychiatric Social Worker

Recreation Therapist

Sanitary Inspector

Sr. Electrocardiograph Technician

Sr. Medical Technologist

Sr. Occupational Therapist

Sr. Physical Therapist

Sr. Psychiatric Social Worker

MCIA - CWA

Collective Bargaining Agreement
Execution Copy

EXHIBIT 1 (Part B) (Continued)

Sr. Recreation Therapist

Sr. Social Worker Institutions

Sr. Speech/Hearing Therapist

Sr. X-Ray Technician

Social Worker-Institution

EXHIBIT 1 (Part C)

**POSITIONS/TITLES FOR
NON-PROFESSIONAL EMPLOYEES**

TITLE

Account Clerk

Account Clerk Typing

Admin. Clerk

Admin. Secretary

Agency Aide

Assistant Chief Stationary Engineer

Assistant Storekeeper

Assistant Supervisor Laundry

Attendant Non-Emerg. Med. Trans.

Barber

Building Maintenance Worker

Building Service Worker

Cashier

Central Supply Aide

Chief Stationary Engineer

Clerk

Clerk Driver

EXHIBIT 1 (Part C) (Continued)

Clerk Stenographer

Clerk Typist

Cook

Dark Room Aide

Data Entry Machine Operator

Dental Assistant

Electrician

Food Service Worker

Hairdresser

Heating & A/C Mechanic

Hospital Attendant

Inventory Control Clerk

Laundry Worker

Mail Clerk

Mail Clerk/Offset Machine Operator

Maintenance Repair Foreman

Maintenance Repairer

Medical Stenographer

Medical Transcriber

OCC Therapy Aide

MCIA - CWA

Collective Bargaining Agreement
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EXHIBIT 1 (Part C) (Continued)

Office Appliance Operator

Omnibus Operator

Painter

Payroll Clerk Typing

Physical Therapy Aide

Plumber

Prin. Account Clerk Typing

Prin. Clerk

Prin. Clerk Stenographer

Prin. Clerk Typist

Prin. Employee Benefits Clerk

Prin. Medical Records Clerk

Prin. Medical Stenographer

Prin. Payroll Clerk

Prin. Personnel Clerk Stenographer

Prin. Personnel Clerk Typing

Prin. Storekeeper

Receptionist

Receptionist Typing

Recreation Therapy Aide

EXHIBIT 1 (Part C) (Continued)

Seamstress

Secretarial Assistant

Secretarial Asst. Stenographer

Sr. Account Clerk

Sr. Account Clerk Typing

Sr. Admitting Clerk

Sr. Building Maintenance Worker

Sr. Building Service Worker

Sr. Cashier

Sr. Clerk

Sr. Clerk Stenographer

Sr. Clerk Typist

Sr. Cook

Sr. Data Control Clerk

Sr. Dental Assistant

Sr. Food Service Worker

Sr. Hospital Attendant

Sr. Laundry Worker

Sr. Maintenance Repairer Carpenter

EXHIBIT 1 (Part C) (Continued)

Staffing Coordinator
Sr. Maintenance Repairer
Sr. Medical Records Clerk
Sr. Medical Stenographer
Sr. Medical Transcriber
Sr. Microfilm Operator
Sr. Occupational Therapy Aide
Sr. Painter
Sr. Payroll Clerk Typing
Sr. Personnel Clerk Typing
Sr. Physical Therapy Aide
Sr. Purchasing Assistant
Sr. Receptionist
Sr. Receptionist Typing
Sr. Recreation Therapy Aide
Sr. Telephone Operator
Stationary Engineer
Stock Clerk
Storekeeper
Supervisor of Accounts

EXHIBIT 1 (Part C) (Continued)

Telephone Operator

Truck Driver

Ward Clerk

Administrative Clerk Hospital

Medical Record Clerk Typing

Painter Foreman

Prin. Account Clerk Typing

Secretarial Asst. Typing

Sr. Data Entry Machine Operator

Stationary Fireman

Laundry Supervisor

EXHIBIT 2

SALARY RANGES FOR NEW EMPLOYEES

<u>TITLE</u>	<u>SALARY/RANGE</u>
CNA	\$15,673-\$17,337
Medicare CNA	\$17,077
Central Supply	\$14,560-\$18,512
Physical Therapy	\$39,374
Speech Therapy	\$35,506
Occupational Therapy	\$36,982
Respiratory Therapy	\$29,120
Recreational Therapy	\$20,800
Dietary	\$12,626-\$20,280
Housekeeping	\$13,936-\$17,212
Laundry	\$10,483-\$14,841
Plant	\$18,720-\$25,480
Activities	\$15,358-\$32,770
Social Services	\$18,304-\$29,224
Medical Records	\$17,160-\$31,470
Administration	\$16,266-\$23,982

EXHIBIT 3

SCHEDULED SHIFTS FOR VARIOUS DEPARTMENTS

<u>Dietary:</u>	5:00 a.m.	-	12:30 p.m.
	6:00 a.m.	-	1:30 p.m.
	6:30 a.m.	-	2:00 p.m.
	8:00 a.m.	-	3:30 p.m.
	10:00 a.m.	-	5:30 p.m.
	5:00 a.m.	-	10:00 a.m.
	11:00 a.m.	-	6:30 p.m.
	11:30 a.m.	-	7:00 p.m.
	7:00 a.m.	-	2:30 p.m.
	3:30 p.m.	-	8:00 p.m.
<u>Housekeeping:</u>	7:00 a.m.	-	2:30 p.m.
	6:30 p.m.	-	9:30 p.m.
	3:00 p.m.	-	10:30 p.m.
	4:00 p.m.	-	7:30 p.m.
<u>Maintenance</u>	7:00 a.m.	-	2:30 p.m.
	8:00 a.m.	-	3:30 p.m.
	12:30 p.m.	-	8:00 p.m.
	10:00 a.m.	-	5:30 p.m. (weekends)
<u>Boiler Room:</u>	6:30 a.m.	-	2:30 p.m.
	2:30 p.m.	-	10:30 p.m.
	10:30 p.m.	-	6:30 a.m.
<u>Security:</u>	5:00 a.m.	-	11:00 a.m.
	4:30 p.m.	-	12:00 a.m.
<u>Certified Nurse Aides:</u>	7:00 a.m.	-	3:00 p.m.
	3:00 p.m.	-	11:00 p.m.
	11:00 p.m.	-	7:00 a.m.
	(based on current shifts worked)		
<u>Staffing Coordinators:</u>	6:00 a.m.	-	1:30 p.m.
	1:30 p.m.	-	9:00 p.m.

Speech: 8:00 a.m. - 3:30 p.m.
All Other Employees: 8:30 a.m. - 4:00 p.m.