

AGREEMENT

by and between

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

on behalf of

USW LOCAL 10-01426

DATED: January 1, 2018 Through December 31, 2021

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THIS AGREEMENT made as of the first day of January, 2018, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (hereinafter referred to as the "MCIA") and the **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of USW LOCAL 10-01426** (hereinafter known as the "Union").

WHEREAS, the MCIA is the licensed operator of the long-term care facilities Roosevelt Care Center at Edison ("RCC-Edison") and Roosevelt Care Center at Old Bridge ("RCC-OB"), (collectively, "Roosevelt Care Center"); and

WHEREAS, the Union has been selected as the bargaining agent by the employees to be defined herein (collectively, the "Employees" or individually, "Employee") of the MCIA at Roosevelt Care Center, in accordance with Chapter 303 of the Pamphlet Laws of 1968 of the State of New Jersey (the "Law"), and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, said Union has been in negotiations with the MCIA pursuant to the Law; and

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

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

ARTICLE 1
NON-DISCRIMINATION/ HARASSMENT

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

The parties to this Agreement believe that the issue of people working together is vital to the public-sector workplace. The parties agree that all employees should be permitted to work in an environment free from unlawful harassment and agree that all parties should be mindful of their actions and what they say.

ARTICLE 2
RECOGNITION

A. General: The Union is hereby designated as the exclusive bargaining agent for all full time and part time regularly scheduled Registered Nurses and Licensed Practical Nurses, USW on behalf of USW Local 10-01426, employed by the MCIA at Roosevelt Care Center in the following job titles who have successfully completed a ninety (90) day probationary period. All other titles are excluded.

Title

Registered Nurse (RN)
Licensed Practical Nurse (LPN)
Wound Care Nurse (RN)
Employee Health/ Risk Management Nurse (LPN)

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

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

Any new nursing job or position created by the MCIA that is non-supervisory or non-management will be included in the Union. If the parties are unable to agree on the inclusion or exclusion of a title, the Union or the MCIA will pursue statutory procedures under the New Jersey Employee Relations Act constituting Chapter 100 of the Pamphlet Laws of 1941 of the State of New Jersey, as amended and supplemented by Chapter 303 of the Pamphlet Laws of 1968, of the State of New Jersey (the "Employer Employee Act"). The MCIA agrees to negotiate the salaries and titles of such jobs or positions and shall post the job or position.

The MCIA agrees that there shall be no individual agreements between bargaining unit employees and the MCIA without the approval of the Union.

Position Description:

The position, "Employment Health/Risk Management Nurse LPN" will change to "Employment Health/ Risk Management / LPN Instructor" and will be included in the Union.

ARTICLE 3
AUTHORIZED REPRESENTATIVES

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

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

- A. The MCIA, after an Employee's ninety (90) day probationary period, shall be and is hereby authorized and directed to deduct from the pay of each Employee who furnished a written authorization for such deduction per authorization card (exhibited on the last page of this Agreement) during each calendar month, the amount of monthly Union dues or such other amount as may be certified to the MCIA by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues made pursuant thereto shall be remitted by the MCIA, Attention: Secretary-Treasurer, USW International Union, 5 Gateway Center, Pittsburgh, PA 15222 for the calendar month for which such deductions were made. Checks shall be made payable to USW International Union and shall include the local number on the check.

- 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 Human Resources Office.

C. Union Security. Any employee in the Union on the effective date of this Agreement who does not join the Union within ninety (90) days thereafter, any new employee who does not join the Union within ninety (90) days of employment with the MCIA or any employee who resigns from 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/her fee which is used for partisan, political, or ideological purposes.

ARTICLE 4
WAGES

A. Wages:

1. Effective as of January 1, 2018, all eligible employees of the Union shall receive a 2% increase over their previous base salary as of 12/31/2017.
2. Effective as of January 1, 2019, all eligible employees of the Union shall receive a 2% increase over their previous base salary as of 12/31/2018.
3. Effective as of January 1, 2020, all eligible employees of the Union shall receive a 2% increase over their previous base salary as of 12/31/2019.
4. Effective as of January 1, 2021, all eligible employees of the Union shall receive a 2% increase over their previous base salary as of 12/31/2020.

B. Separate Adjustment:

In addition to the increases set forth in the above-mentioned section, all employees who are eligible for and receive health benefits shall receive an annual 1.5% pensionable base pay adjustment during the term of this agreement in addition to the increase. This adjustment shall not be characterized as an increase in wage increase but rather compensation to offset the increases in the medical co-pays for 2018.

C. No Frills Position:

- a. The No Frills Position (“NFP,”) has been established for new and existing Employees who choose to forego all benefits, including, but no limited to, Health Benefits (as hereinafter defined), vacation, personal leave, bereavement leave sick leave and holidays. The NFP differential for an RN shall be \$7.50. The NFP differential for the LPN shall be \$7.00.

The NFP is subject to the following:

- b. Benefits that are not available to an Employee in an NFP position include without limitation, health benefits including medial, drug prescription, dental, vision (collectively, “Health Benefits,”) as well as paid holidays, paid vacation, paid sick leave, paid bereavement days, paid personal days, paid jury duty, paid shift and weekend differentials and paid fees (such as licensing).

- c. New Employees, at the time of hire, can opt to be placed in regular position with benefits or a “no benefits” position at the NFP rate.
- d. Existing Employees can move between a “benefits” position and a “no benefits position” during the established health benefits open enrollment period near the end of each calendar year, provided, however, that an Employee may move from a “no benefits position” to a “benefits” position receive Health Benefits only if that Employee ceases to be covered through the Employee’s Spouse or civil union partner.
- e. Existing Employees that switch to the NFP will receive a pro-rated amount of leave time for that part of the year worked as a benefits employee. Accrued leave time will not be lost and may be used in accordance with MCIA policies.
- f. Existing Employees that switch to the NFP would do so at their hourly rate in effect at that time. The NFP differential will be added to that rate.
- g. The NFP program is open to full-time Employees who work the normal 40-hour workweek and to those part-time Employees who work 32 or 24 hours per week. The NFP differential will be paid only for time worked.
- h. Employees in this program must participate, if eligible, in the pension plan (P.E.R.S.).
- i. Future wage increases will be based on Article 4 Wages Increases based on the base rate. without NFP differential.
- j. The NFP differential will be re-evaluated in January of each year and if necessary, recalculated to a new rate.
- k. Overtime worked beyond the 40 hours per week will be calculated on time worked only and at 1-1/2 times the normal base hourly rate (in range), not including the NFP differential.
- l. All NFP Employees shall be required to work at least half of the scheduled holidays and every other weekend. NFP Employees shall receive only the base rate and NFP differential as set forth in this Section B for holiday hours worked and shall not receive weekend or shift differentials.

- m. Employees in the NFP cannot select specific benefits which they wish to forego. The only options are "with benefits" or "with no benefits".
- n. Seniority and Union membership are unaffected by this program.
- o. Full-time NFP Employees are required to take 20 days of unpaid leave per year (part-time employees are pro-rated) and must follow the same request policy as benefits employees.
- p. Employees must adhere to the same scheduling requirements as other employees as set forth in MCLA policies and procedures.
- q. The NFP shall be subject to compliance with all applicable Federal, state and local laws and regulations.
- r. NFP employees are not entitled to paid jury duty but may take leave for this purpose without penalty (in addition to the 20 days or prorated days of unpaid leave as stated above) provided that documentation of the jury duty is provided.

Establishment of Pay Periods:. Effective 1/1/2018 the annual salary for employees covered by this agreement shall be paid bi-weekly on Friday. Payroll will be available at 7:30AM, such time barring any unforeseen circumstances.

D. Differentials:

The appropriate shift and weekend differentials will be paid to all Employees except NFP and shall be paid when working the appropriate shift.

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

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

Shift differential shall not be paid to NFP employee.

(2) Weekend differential. A differential shall be paid to Employees working on a Saturday or Sunday at the rated of \$2.50 per hour.

With respect to weekend differential, Employees working the 11:00 p.m. to 7:30 a.m. shift,

shall be deemed to be working on Saturday for the shift beginning at 11:00 p.m. on Friday night, shall be deemed to be working on Sunday for the shift beginning at 11:00 p.m. on Saturday night and shall be deemed to be working on Monday for the shift beginning at 11:00 p.m. on Sunday night.

Weekend differential shall not be paid to the NFP employee.

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 records; provided however, any Employee that is a plaintiff in a matter covered by this provision shall not be paid for time spent in Court on such matter but may use available personal and vacation time. Employees will be allowed off for personal subpoena. It will be the Employee's responsibility to notify the MCIA immediately for the need to have time off for scheduling purposes. Employees taking time off for personal subpoena must use vacation or personal leave time for such purpose, if available, otherwise such time off shall be without pay.

F. Out of Title Work:

In the event an Employee works out of title with a Supervisor's permission, his/her rate will be \$2.00 per hour in addition to the Employee's regular rate of pay for the time performing the job. During the period the Employee is working out of title, the Employee will not be required to discipline other employees. The Employee will be given an orientation for the job that the Employee is working out of title.

Employees assigned by Roosevelt Care Center Administration as a preceptor shall be paid an additional \$2.00 per hour when performing such assignment. The additional wage rate shall not be added to the Employee's base and shall only be paid for hours worked in such assignment with prior approval. Preceptors shall be full time RNs or LPNs who volunteer for performing the assignment. Preceptors shall be selected by Roosevelt Care Center based on the Employee's good standing and qualification and ability to perform the assignment.

Employees assigned by Roosevelt Care Center Administration as a CPR instructor shall be paid an additional \$2.00 per hour when performing such assignment. The additional wage rate shall not be added to the Employee's base and shall only be paid for hours worked in such assignment with prior approval.

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 shift, each Employee will be entitled to thirty (30) minutes for a meal without pay. In the event that an Employee is required to work through the thirty (30) minute break period provided for meals (or a portion thereof), and same has been previously authorized by the Employee's immediate supervisor (or other authorized personnel), such Employee will be paid for such thirty (30) minutes (or portion thereof) at time and one-half (1-1/2) their base wage.

Time worked will be verified by the Employee's punch on the electronic punch system. 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 subject to the provisions of Article 7 Paragraph 1.

For the 11:00 p.m. to 7:30 a.m. shift, the weekend will be Friday and Saturday.

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

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

2. Every Other Weekend Off:

The Roosevelt Care Center Nursing Directors or their designees will post a working schedule which will assign Employees every other weekend off. However, the MCIA may schedule Employees electing to do so, to work one day of every weekend or other alternatives so long as the weekend time is satisfied and provided that the alternative schedule does not involuntarily disrupt another Employee's schedule. The Union will be provided with a list of exceptions. In the event an Employee's weekend rotation schedule is changed, the Employee will be provided with thirty (30) days written notice. Employees who are usually scheduled to work on Monday through Friday will not be required to work weekends. If such Employees volunteer to work on a weekend, such Employee shall be entitled to overtime pay if the employee works over forty (40) hours during such week.

3. The MCIA agrees to make every reasonable effort to provide staff nurses (as well as other critical personnel) with transportation to and from work during snow emergencies. Such transportation may be provided on behalf of the MCIA by the Middlesex County Office of Emergency Management.
4. Work Schedule: The Roosevelt Care Center Directors of Nursing or their designees shall draft a monthly work schedule which will be posted at least two weeks in advance. Once posted, no changes can occur except with the consent of the RCC Directors of Nursing or their designees and the Employee.
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.
6. There will be no rotation of shifts. If an Employee makes a choice to rotate shifts, it will be voluntary so as not to impact the other staff. The Union will be provided with a list of all employee schedules that have chosen to rotate shifts.
7. Any employee special schedules will comply with Article 45. Utilization of Employees

ARTICLE 6
BREAKS

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

All Employees working their regular scheduled eight (8) hour shift shall receive a thirty (30) minute meal break without pay. If relief is not provided to the Employee or if the Employee is required to remain in the unit working during the meal break, the Employee shall be paid.

Employees may leave the facility during their breaks provided that the Employee punches in and out.

ARTICLE 7
OVERTIME

1. General:

All Employees shall be expected to complete their work in the time allotted for the normal working day. An Employee shall notify and receive prior approval from a supervisor, prior to staying overtime to complete mandatory paperwork. Employees requested to work overtime beyond the forty (40) hour work week will be paid time and one-half (1-1/2) their base wage for the number of hours worked in excess of forty (40) hours per week.

Overtime shall be scheduled on a seniority basis and on a reasonably equalized basis where such work is in the nature and normal routine of the job. Seniority shall mean date of hire in that title and current uninterrupted service. The MCIA will use the Utilization of Employees Clause.

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

The NFP will receive overtime after forty (40) hours worked at the rate of one and a halftime base wage rate (without NFP differential).

2. Call Back Time:

If an Employee is called back to work after completion of a regular shift or workday, such Employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) times base pay. The call back commences when an Employee reports to work and ends when the Employee leaves work (in each case as reflected by the Employee's electronic punch).

3. Unless mutually agreed upon between an Employee working a regularly assigned shift and the MCIA, Employees working overtime will be assigned to an open position and will not displace Employees working regular assigned shifts.

ARTICLE 8
MERIT INCREASES - PROMOTIONS-NEW EMPLOYEES

1. Merit Increases:

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

2. New Employees:

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

1 – 3 years of pertinent and recent experience – Step 1

3 – 6 years of pertinent and recent experience – Step 2

6 – 9 years of pertinent and recent experience – Step 3

9 + years of pertinent and recent experience – Step 4

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

ARTICLE 9
SEASONAL EMPLOYEES (SUMMER HELP)

Seasonal employees will receive indirect benefits which will be limited to Worker'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, Health Benefits, or any other direct or indirect contractual benefits.

ARTICLE 10
HEALTH BENEFITS

1. Chapter 78 Required Contributions:

Commencing January 1, 2014, except as may be otherwise specifically set forth in this Article 10, all part-time and full time Employees will, at a minimum, be required to make a percentage contribution toward the cost of their health coverage premiums for medical, prescription and dental benefits in accordance with the provisions of Chapter 78 of the Public Laws of 2011 of the State of New Jersey ("Chapter 78") and or Chapter 2 of the Public Laws of 2010 (Chapter"2") (as applicable and collective, "Health Benefits Contributions"). Full time and part-time Employees entitled to Health Benefits hired prior to January 1, 2014 will contribute toward the cost of their health coverage starting at year one of the charts contained in Chapter 78, progressing to years two, three and four of the charts during the term of this contract or make a Chapter 2 contribution, as applicable. Full time and part-time Employees entitled to benefits hired on or after January 1, 2014 will contribute toward the cost of their health coverage starting at year four of the charts contained in Chapter 78. or will make a Chapter 2 contribution, as applicable. The Chapter 78 charts are attached as Schedule A.

2. Medical Coverage:

a. Traditional Plan. All full time Employees and Employees' eligible family (as defined by the Middlesex County Health Insurance Fund), who currently have traditional medical coverage, shall be covered by traditional medical coverage. Major medical coverage for eligible Employees and family shall also be supplied. The Traditional Plan is no longer offered to those not currently in the Plan.

At such time as the contracts for medical coverage presently in effect through the Middlesex County Health Insurance Fund ("Health Insurance Fund") expire and new contracts are negotiated and executed by the Health Insurance Fund, the MCIA will subject any changes resulting from such new contract which results in a decrease in coverage to collective bargaining with the Union.

b. Health Maintenance Organization (HMO). Health Maintenance Organizations or the Health Care Choice Plan will be available to all other eligible Employees.

c. Employees hired on or after March 1, 2009 will be provided with the base medical insurance plan but the Employee may choose other plans offered. If the Employee chooses a plan other than the base plan offered, the Employee shall be responsible for the cost of the plan in excess of the base plan cost in addition to the Employee's required Health Benefits Contributions. The cost will be paid by the Employee byway of payroll deduction.

3. Dental Plan: The MCIA will provide dental coverage for all Employees that is substantially equivalent to or superior to the coverage currently provided by the MCIA. The Employee's cost of the dental coverage shall be paid through payroll deduction at the applicable Health Benefits Contributions.
4. Co-pays and Prescription Plans:
 - A. Co-pays for medical coverage shall be as follows:
 - a. Office visit co-pay shall be \$10.00 for both primary care physician and specialist.
 - b. Urgent Care visit co-pay shall be \$20.00.
 - c. Emergency Room co-pay shall be \$50.00 per visit.
 - B. Prescription Coverage – Co-pays for prescriptions, including mail orders, shall be as follows:
 - a. \$0.00 for generic
 - b. \$15.00 for preferred brand name
 - c. \$30.00 for non-preferred brand name
 - d. The “Step Therapy,” program and a “Specialty Drug Management,” program shall be instituted in accordance with the presentation by the MCIA benefit consultant.
5. Vision Care Program: All full time Employees who have been employed for more than sixty (60) continuous days shall be covered by the Vision Care Program. Eligible Employees shall be entitled to one (1) reimbursement during a two (2) year period. The reimbursement will be limited to the following allowances:
 - a. eye examination - \$50.00
 - b. lenses and frames or contact lenses - \$60.00.

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

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

Part time Employees employed prior to September 1, 2005 working at least thirty-two (32) hours per week shall be reimbursed a maximum of 90% of the \$110.00 reimbursement. Part time Employees working at least twenty-four (24) to thirty-two (32) hours per week shall be reimbursed a maximum of 80% of the \$110.00 reimbursement.

Part time Employees employed on or after September 1, 2005 who work at least thirty-two (32) hours

per week, shall be reimbursed a maximum of 80% of the \$110.00 reimbursement. Part time Employees employed on or after September 1, 2005 who work at least twenty-four (24) to thirty-two (32) hours per week shall be reimbursed a maximum of 60% of the \$110.00 reimbursement.

6. New Jersey State Temporary Disability Program. The MCIA will provide disability insurance through the New Jersey State Temporary Disability Benefits Program, in accordance with P. L. 1980, c. 18. State law requires contribution from the employer and the employee.
7. Payment of Health Benefits - Coverage for Retirees. The MCIA agrees to provide medical and prescription coverage to a retired employee and his/her dependents, if any and only for such dependents at the time of such retirement if such Employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System and retires from the MCIA with not less than ten (10) years of service at the MCIA. Any retiring Employee who meets such eligibility requirements will be required to contribute to the cost of the Health Benefits coverage hereunder pursuant to applicable law.

ARTICLE 11
HOLIDAYS

The paid holiday schedule will be as follows:

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

Full time and part time Employees shall observe and be paid for holidays in accordance with MCIA's posted observance schedule for such holidays. All full time or part time Employees with the exception of NFP employees working on Martin Luther King Day, President's Day, Memorial Day, Veteran's Day and the Day after Thanksgiving Day, will receive regular pay at straight time for hours worked plus holiday pay for holidays worked at time and one-half regular pay. Any full time or part time Employees with the exception of NFP employees working on New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, will receive regular pay at straight time for the holiday plus holiday pay for the hours worked at two times regular pay. Holiday hours will not exceed standard shift of eight (8) hours. For employees working the 11:00 p.m. to 7:30 a.m. shift, a holiday shall be deemed to begin at 11:00 p.m. on the eve of the holiday.

All full time or part time employees scheduled to be off on a holiday shall receive their regular time rate and no compensatory day. Holidays not worked will be counted as hours worked for purposes of overtime.

Any hours paid for at overtime rates shall not be pyramided or used again for computing other overtime pay in excess of the normal work week or for any other pay.

It is agreed to and understood that Employees will be subject to working the scheduled day before and the scheduled day after the holiday in order to qualify for holiday pay. Exceptions to this provision will be authorized absences and substantiated illness.

Employees shall provide the MCIA or its designated representative with thirty (30) days written notice concerning holiday requests. The MCIA or its designated representative will respond within two (2) weeks as to whether the holiday will be granted. If not responded to within the two (2) week period, such holiday will be deemed to be approved. Approval will be determined on a seniority

basis at the time of the request. In the event an Employee works on a specified holiday one year, the Employee shall be granted the holiday off the next year, regardless of seniority, provided that written notice requesting the holiday is given to the MCIA or its designated representative at least thirty (30) days prior to the holiday.

Employees shall be required to work a minimum of five (5) holidays per year. Special circumstances will be reviewed by the MCIA for any Employee requesting to work less than five (5) holidays. Notwithstanding the foregoing, employees with twenty-five (25) years of service or more at Roosevelt Care Center will not be required to work a holiday but may volunteer to work a holiday. In the event such employee determines to work a holiday, the employee must provide the MCIA or its designated representative with thirty (30) days prior written notice.

Employees regularly scheduled to work Monday through Friday may volunteer to work a holiday. If a holiday falls during an Employee's vacation an additional vacation day may be taken.

ARTICLE 12
PERSONAL DAYS

All full time Employees shall have four (4) paid personal days per year. Part time Employees shall be entitled to paid personal days prorated based on the percentage of hours regularly scheduled to work per week over forty (40) hours. Personal days may not be carried over to the following year. Any personal days accrued and earned but unused by year-end shall be forfeited.

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

Personal time off will be considered as hours worked for the purpose of calculating overtime. Employees of the Union shall be permitted to use no more than two (2) personal days in the last quarter of any calendar year and no personal days may be scheduled between December 15th and December 31st of any year.

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

ARTICLE 13
BEREAVEMENT

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

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) or four (4) days leave of absence, as applicable, 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 following the date of death at the discretion of the Employee with a prior notification to and authorization from his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

The Employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed the time set forth herein; provided, however, if long-distance travel is required (as evidenced by written documentation provided by the Employee and approved by the Employee's immediate supervisor), the Employee may utilize a reasonable amount of additional time to return to work by utilizing any accrued and earned unused vacation or personal days. Time off without pay for this purpose will not be subject to the attendance policy.

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

Paid bereavement leave will be considered as time worked for purposes of calculating overtime.

ARTICLE 14
VACATIONS

The MCIA will recognize the length of prior continuous employment of employees employed by the County of Middlesex (the "County") at Roosevelt Care Center and continuously employed by the MCIA thereafter in determining years of service for vacation leave purposes. Full-time Employees hired after the effective date hereof shall not be granted paid vacation leave until completion of six (6) months of continuous employment with the MCIA. At such time, up to five (5) days of vacation leave may be taken after completion of the six (6) months and the remaining time can be taken after the end of the first year of employment. For part time Employees hired after the effective date hereof, the number of vacation days that may be taken after completion of the first six (6) months shall be prorated based on the percentage of hours regularly scheduled to work per week over forty (40) hours. All Employees shall accrue paid vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0- 5 years	10 days
6 - 10years	15 days
11 - 15 years	20 days
16 - 20 years	25 days
21- 25 years	30 days

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

Part time Employees working twenty-four (24) hours or more per week shall be entitled to paid vacation leave on the basis of the above schedule on a pro-rata basis calculated on the basis of a percentage of hours normally scheduled to work over forty (40) hours per week.

Vacation requests must be submitted in writing to the MCIA or its designated representative at least thirty (30) days prior to the requested vacation date. When submitted, a written response will be given within two (2) weeks. If the request is not responded to within the two (2) week period, the request will be deemed approved. The MCIA shall provide notice to Employees in November to remind Employees to schedule vacations beginning January of the following year and in May for the remainder of that year beginning in July. Vacations shall be granted by seniority at the time of the request.

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

An Employee may carry over only up to one (1) years' worth of vacation time into the next calendar year and this may only be done with the prior written permission of the supervisor.

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

In the event an Employee has submitted a vacation request that has been approved, the Employee may cancel their vacation in an emergency situation without penalty subject to approval of the Administration.

ARTICLE 15
SICK LEAVE

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

Any Employee that is unable to report to work shall notify the main switchboard operator at the facility of such Employee's intention to take sick leave and the switchboard operator shall then report such absence to the Staffing Office. Such notice must be provided at least two (2) hours prior to the start of the scheduled shift. When an Employee calls out sick, they will contact the Nursing Supervisor on duty. The Employee calling out will designate either a sick day or emergency personal day. The Supervisor will submit a completed time request form to the appropriate department when the Employee calls out. Roosevelt Care Center cannot designate vacation or personal days unless with the Employee's permission. Any sick leave that extends beyond three (3) consecutive work days will require a doctor's statement or other documentation in order to be paid for such sick days. If an Employee takes off without available sick time and does not designate a vacation or personal. Day, the MCIA may apply the MCIA's attendance policy if for just cause.

If separation of employment occurs before the end of the year and more sick leave has been taken than earned, the pro-rated rate of pay for the excess sick leave days shall be deducted from the Employee's final pay.

Days lost due to injury or illness arising out of or caused by employment for which the Employee has a claim for Workmen's Compensation, which has been approved by the appropriate MCIA authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Human Resources Office is determining whether an injury or illness results from the Employee's working conditions, an Employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the Employee will be recredited to the Employee and the sick leave injury will be retroactive to the date which is determined as the effective date by the MCIA.

Sick days may be carried over.

Sick days will be based on a calendar year.

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

Part time Employees regularly scheduled to work twenty-four (24) hours or more per week shall be entitled to a prorated number of sick days based on the percentage of hours regularly scheduled to work

over a forty (40) hour work week.

If an Employee chooses not to use advanced sick leave or other paid leave to cover sick time, the MCI A may apply the applicable attendance policy, if for just cause.

ARTICLE 16
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ARTICLE 17
DISCIPLINE BY DISCHARGE; GRIEVANCE PROCEDURE

Stewards will be notified prior to a meeting with the MCIA as to the nature of an investigation or discipline prior to the MCIA meeting with an Employee.

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

Any alleged violation of this Agreement or any dispute with regard to its meaning or application may constitute a "grievance." Disputes concerning matters involving the sole and exclusive discretion of the MCIA shall not constitute a "grievance." Resolution of any grievance shall be made in accordance with the following procedures:

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

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

Step 3. If the grievance still remains unresolved by the Administrator or unanswered, it shall be sent in writing by the Employee representative to the Executive Director of the MCIA, or his/her designee, within seven (7) working days after the response of the Administrator under Step 2 is due. The Executive Director of the MCIA, or his/her designee, shall respond in writing to the Employee within ten (10) working days after receipt. The Union President, or his/her designee, may request a meeting with the MCIA Executive Director or his/her designee within five (5) working days after receiving the answer from the MCIA Executive Director or his/her designee, under Step 3.

Step 4. If the grievance has not been resolved between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the MCIA Executive Director or his/her designee under Step 3. The American Arbitration Association shall serve as the arbitrator for any grievance to be submitted for arbitration. The decision of the arbitrator shall be final

and binding on the parties. The fees and expenses of the arbitration shall be paid equally by the Union and the MCIA.

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

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

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

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

ARTICLE 18
ADHERENCE TO PUBLIC EMPLOYEES RELATION COMMISSION

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

ARTICLE 19
PART TIME EMPLOYEES

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

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

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

ARTICLE 20
ECONOMY LAYOFFS

The MCIA may make layoffs as may be required for proper operations of Roosevelt Care Center, provided, however, that the Union will be provided with forty- five (45) days advance notice. Such layoffs shall be made on the basis of merit/performance evaluations (past and current as of time of layoff decision). In the event that two (2) or more individuals receive relatively equivalent merit/performance evaluations, such economic layoff decisions as to such employees will be implemented on the basis of inverse order of seniority.

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

ARTICLE 21
ACCUMULATED SICK TIME PAYMENT UPON RETIREMENT

All Employees shall be entitled upon retirement as defined by PERS 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 MCIAs employment records; provided, however, that the amount of such lump sum payment shall not exceed \$15,000.

ARTICLE 22
DISABILITY INSURANCE / WORKERS COMPENSATION

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

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

Employees applying for State TDI benefits are required to exhaust accumulated sick leave benefits from prior years and all sick leave benefits earned at the rate of one day per month during the current year.

2. Workers Compensation:

Workers Compensation is provided by the New Jersey State Workers Compensation or by the MCIA's workers compensation self-insurance fund approved by the State of New Jersey. Information is available at the Human Resources Office. Worker's Compensation Coverage provided by the MCIA shall comply with all rules mandated by the statutes of the State of New Jersey. Any change in the insurance carrier shall be communicated to the Union.

ARTICLE 23
PERSONNEL FILES

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

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

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

Any disciplinary information (i.e., written reprimand or derogatory reports and/or unsatisfactory performance evaluations) entered in such personnel files prior to June 14, 1997 shall not be utilized by the MCIA with respect to any disciplinary actions to be taken, grievance procedure to be held and/or performance evaluations to be undertaken subsequent to June 14, 1997. Employees that had been employed and represented by the Union as of June 14, 1997 are known as Original Employees.

Employees shall have the right to inspect their own individual personnel files upon request to the MCIA. The MCIA recognizes and agrees to permit this review and examination at any reasonable time. The Employee shall have the right to define, explain, or object, in writing, to anything found in his or her personnel file. This writing shall become a part of the Employee's personnel file. Written reprimands or derogatory reports shall be shown to the Employee and the Union Representative before they become part of the Employee's personnel file. Union Representatives shall not be entitled to confidential, medical or psychological information concerning Employees without the Employee's written consent and waiver to release such information to the Union.

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

ARTICLE 24
FAMILY LEAVE

A. The provisions of the Family and Medical Leave Act ("FMLA") 29 U.S.C. §2601 et seq. and the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) ("FLA") shall apply to all Employees. In addition, each eligible Employee will be entitled to up to twelve (12) additional months unpaid leave after accrued and unused sick leave and vacation leave have been used for family and medical leave. In the event of additional approved leaves, the payment by Employee of the continuation of medical benefits will be made available under COBRA.

B. Upon an Employee's return from family leave under FMLA or FLA, the Employee shall be reinstated to the Employee's former position or a position that is comparable in terms of pay, seniority, benefits and other terms and conditions of employment. Notwithstanding the above, reinstatement is not required where a reduction in force has occurred. Upon an Employee's return from leave, whether within the period provided by FMLA or FLA or at the end of such additional time as provided above, the MCIA will maintain the characterization of employment (i.e., original or New Employee) as was in effect the date the leave commenced.

C. Upon an Employee's return from the first twelve (12) months family medical leave, an additional twelve (12) months unpaid leave period will be granted. The Employee may not be reinstated to the Employee's former position or a position that is "comparable."

Medical Benefits pursuant to the Collective Bargaining Agreement will continue during FMLA or FLA. In the event of additional approved leaves, the payment of the continuation of medical benefits will be made available as and if permitted under COBRA at the Employee's cost. The cost of Health Benefits will be paid for by MCIA only during FMLA or FLA (first twelve weeks), subject to the Employee's required Chapter 78 contribution for such Health Benefits.

One-week vacation may be saved by an Employee for vacation upon return to work.

Adoptive leave will be given pursuant to FMLA and FLA.

The MCIA will not require Employees to exhaust paid vacation benefits while on sick leave or a leave resulting from an initial FMLA or FLA qualifying event. The MCIA will not require Employees to exhaust unearned annual sick leave benefits while on sick leave or a leave resulting from an initial FMLA and FLA qualifying event.

ARTICLE 25
MILITARY LEAVE

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

ARTICLE 26
JURY DUTY

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

ARTICLE 27
JOB VACANCY - JOB BIDDING

In the event the MCIA finds the need or plans a newly created job or when a job vacancy exists within the Union, the MCIA will notify the Local President and Local Secretary of the Union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information including job title, job description, rate of pay, department, unit assignment and shift, and shall remain posted for five (5) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

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

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

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

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

Job vacancies shall be filled within fourteen (14) days or as soon as practicable after an Employee is selected to fill the vacancy unless a longer period of time is agreed to among the MCIA, the Union and the Employee. The Local President and Local Secretary will be notified upon the award of a posted position.

There will be no individual agreements between bargaining unit employees and the MCIA without the approval of the Union.

In the event of a job vacancy and the job must be filled immediately in order to meet an emergency or safeguard the health, safety or well-being of the residents or Employees, the MCIA will post such job but may fill the job temporarily before the expiration of the posting period and placement period above described.

The MCIA may temporarily transfer an Employee from their current position to another position which he or she is capable of performing for a period of thirty (30) days by least seniority of ~~equal~~ capable

employees. If the position is not filled during a fourteen (14) day period or such longer period of time as is agreed to among the MCIA, the Union and the Employee, the MCIA may require the Employee to remain in the position.

The MCIA will provide advance notice to the Union of any non-voluntary permanent transfers of Union members, to discuss the impact of such transfers with the Union and to post resulting new openings for bid prior to transfer.

ARTICLE 28
RIGHTS AND PRIVILEGES OF THE UNION

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

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

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

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

The President of the Union shall be the chairperson to all Union Committees.

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

If a Union Representative who works 3:00 p.m. - 11:30 p.m. or 11:00 p.m. - 7:30 attends union meetings during the day, time arrangements will be made for coverage on the regular shift, with no penalty, if needed and they will be paid for time spent in such meetings.

ARTICLE 29
SAFETY

The MCIA agrees to assure the safety and adequacy of all work areas and equipment provided for the Employees. Where safety equipment is provided, it is the responsibility of the Employee to utilize such equipment.

There shall be a Safety Committee with the President of the Union or his/her designee. The Union will appoint two (2) members (including the President or his/her designee) of the Union to the Safety Committee. Accident issues will be discussed at the Safety Committee including intervention methods to prevent accidents in the future and recommendations to assure safety and adequacy of all working areas. Employees will be paid for time to attend such Safety Committee meetings. The function of the committee shall be to advise the appropriate authority concerning occupational safety, health and security matters. In the discharge of its functions, the Safety Committee shall: review existing practices and rules relating to occupational safety and health; recommend actions to provide adequate security to protect employees working alone on evenings and night shift; recommend changes in existing practices and rules; review accidents, issues and recommend corrective actions and preventive measures assure safety and adequacy of all working areas and equipment; and review responsibility of the Employee to use the equipment provided. The Union shall appoint a member to the Safety Committee. MCIA will provide a safe environment at all times.

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

ARTICLE 30
MEALS

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 with the food service company.

ARTICLE 31
MILEAGE

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

ARTICLE 32
EMPLOYEE'S PHYSICALS

The MCI shall pay for the state mandated physical and tests required by the State of New Jersey Department of Health and Senior Services (DHSS) to be in compliance with DHSS Regulations. A physical will be required upon hire and yearly PPD's will be required. Hepatitis B vaccines shall be made available to Employees.

ARTICLE 33
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(s) on a date and time mutually agreed upon. The MCIA will give the Union a schedule of the scheduled monthly Nurse Practice Committee Meetings. The President of the Local and/or designee or International Representative may attend such meeting. The Committee will have two (2) agendas:

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

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

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

ARTICLE 34
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 35
SEMINARS

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

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

Employees will be scheduled for seminar or continuing education class related to performance of their duties at RCC on an already existing work day and the employee will return to their workplace assignments after the training is completed.

ARTICLE 36
REQUIRED LICENSURES

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

The MCIA will make available to Employees at the MCIA's cost access to on-line program(s) to receive continuing education units (CEU's) mandated by the State for licensing requirements. For any Employees unable to access the on-line program, the MCIA agrees to review individual requests for reimbursement for alternate methods for obtaining CEU compliance. The MCIA shall not be required to pay for CEU's for NFP employees.

ARTICLE 37
RULES OF THE MCIA

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

ARTICLE 38
EDUCATIONAL LEAVE

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

ARTICLE 39
TUITION REIMBURSEMENT

The MCIA agrees to establish a fund available to the Union to assist Employees in attending educational or training activities which will, in the judgment of the respective Administrator, serve the best interests of the facility. The MCIA agrees to make available to the Union \$25,000.00 (twenty-five thousand dollars) per year of this Agreement for such fund. Any unused amounts of the \$25,000.00 (twenty-five thousand dollars) in any year can be carried over to following years. The fund can be used by the Union for the LPN to RN program.

Applicants must provide the Union with a Notice of Intent for potential tuition reimbursement eligibility. Once eligibility is approved by the Roosevelt Care Center Administration, the Union will be responsible for the allocation and distribution of reimbursement funds accordingly to eligible applicants.

Geriatric Certification. Reimbursement for geriatric certification will be paid from this fund. An application for tuition reimbursement will be submitted to the respective Roosevelt Care Center Administrator, the documentation will be forwarded to the designated Union representative who will approve the financial disbursement of the reimbursement amount based on the Union's policy of dispersing education funds. Once approved by the designated Union representative, the documentation will be returned to the Administrator for processing in the next pay period of the Employee following submission.

ARTICLE 40
UNION CONFERENCE DAYS

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

It is further agreed to and understood that one (1) Union Executive Board member on the 3:00 p.m. to 11:30 p.m. shift will be excused from his/her normal work duties, with pay, for a period not to exceed three (3) hours, twelve (12) times per calendar year, for the purpose of attending union meetings.

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

ARTICLE 41
NO STRIKE OR LOCK-OUT

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

ARTICLE 42
COMPUTATION OR TYPOGRAPHICAL ERRORS/AMENDMENTS

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

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

In the event of a conflict between the terms of this Agreement and the policies or procedures adopted for Roosevelt Care Center by the MCIA, the terms of this Agreement shall control.

ARTICLE 43
CONTRACTING OR SUBCONTRACTING

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

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

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

Supervisors will not perform work assigned to the Bargaining Unit. Members of the Union who are designated Preceptors will be responsible for training students, new employees and agency nurses, while functioning in the capacity of paid preceptor. In the event the MCIA's policy changes so that nurses take charge of the units, the MCIA agrees that agency nurses will not take charge of the units when there are qualified staff nurses available willing to accept the assignment.

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

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

ARTICLE 44
DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2018 through December 31, 2021. The parties agree to commence negotiation for an agreement commencing January 1, 2021 upon notice in writing by either party at least sixty (60) days and not more than one hundred twenty (120) days prior to January 1, 2021.

ARTICLE 45
UTILIZATION OF EMPLOYEES

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

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

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

In the event an Employee is reassigned due to call outs or short staff, the order in which an Employee shall be reassigned from a unit shall be in the following order: late for the shift; agency, special schedule, per diem, part time and then pursuant to any rotational list of full time employees on the specific unit.

ARTICLE 46
COVERAGE OF UNION MEMBERS UNDER MALPRACTICE LIABILITY INSURANCE

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

ARTICLE 47
PARTICIPATION IN P.E.R.S.

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

ARTICLE 48
STATE OF EMERGENCY/TRANSPORTATION

In the event of a State of Emergency, the MCIA shall make every reasonable effort to transportation available to Employees. In the event emergency and health care workers are exempt from any travel restrictions during a State of Emergency, the Employee will use its best efforts to report to work. If not possible, they may use a sick or vacation day. In the event the Administrator of the facility declares a weather emergency, any Employee who works the day shall receive double time for hours worked. If an Employee is transported to work by the MCIA during a State of Emergency, the MCIA will provide transportation home to such Employee within a reasonable amount of time following the end of the shift.

ARTICLE 49
SEVERABILITY

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

ARTICLE 50
ORIENTATION

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

New staff nurses, after the period of formal classroom orientation, will be assigned a preceptor for a period of time necessary to function in the Roosevelt Care Center environment.

During orientation, new nurses will be informed that they may be temporarily reassigned from a unit to another unit if staffing requires, which reassignment shall follow the terms of Article 45.

ARTICLE 51
SUCCESSORSHIP CLAUSE

The MCIA hereby agrees that in the event Roosevelt Care Center is sold or leased, the new owner or lessee shall be required to recognize the Union as the duly authorized representatives of the Employees at Roosevelt Care Center holding the positions and titles set forth in Article 2. The terms and conditions set forth in this Agreement shall continue in full force and effect for the duration of the Agreement and such purchaser or lessee shall offer employment to a majority of the work force of the current Union employees.

ARTICLE 52
DEFINITIONS

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

Regular part-time shall mean employees regularly scheduled to work a minimum of twenty-four (24) hours and a maximum of thirty-nine (39) hours per week. An Employee who is regularly scheduled to work a minimum of twenty-four (24) hours a week and is not a full time Employee shall be entitled to receive benefits on a pro-rated basis Subject to the Chapter 78 contribution. An Employee who is regularly scheduled to work less than twenty-four (24) hours per week shall not be entitled to any benefits or paid leaves. The only benefit provided to such Employee shall be holiday pay at time and one-half regular pay for any holiday worked.

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

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

ARTICLE 53
UNIFORMS AND BADGES

The MCIA will not change the current policy concerning the color/print of uniforms without the Union's consent.

The MCIA will provide an identification badge for each new Employee at no cost. If an Employee loses a badge, the MCIA will replace the badge at no cost to the Employee once per calendar year. Employees shall pay \$5.00 for replacement badges if more than one replacement is requested during any calendar year.

ARTICLE 54
UNION LEAVE OF ABSENCE

Union Leave of Absence —

Not more than one (1) employee from the Local Union may be granted a leave of absence for the purpose of working for the International Union and such requests must be made in writing from the International Union. Such leave shall not be more than a period of two (2) years unless extended by mutual agreement. These requests should be submitted to the MCIA at least one (1) week before the effective date of the leave. The MCIA must be notified at least one (1) week prior to the return date of the employee on the leave of absence.

ARTICLE 55
USW Political Action Check Off Authorization —

The Employer will deduct and transmit to the International Secretary/Treasurer of the USW Political Action Fund (USW/PAF), voluntary contributions to the USW/PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that

purpose by the USW/PAF. The Union shall indemnify and save the MCIA harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the MCIA for the purpose of complying with the foregoing provisions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this date

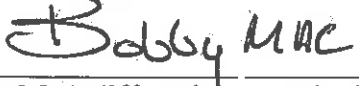
UNITED STEELWORKERS (USW)


Leo Gerard, International President


Stan Johnson, International Secretary Treasurer


Tom Conway, International Vice President
Administration

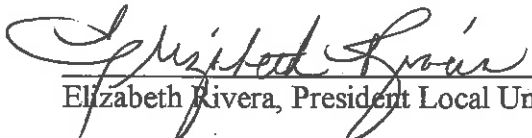

Fred Redmond, International Vice President
Human Affairs



Bob McAuliffe, Director, District 10


Joseph B. Pozza III, Sub-Dist. Director

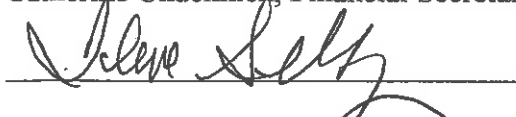

Liz Bettinger, Staff Representative

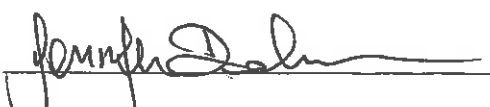
LOCAL UNION COMMITTEE


Elizabeth Rivera, President Local Union 1426


Leah Tan, Treasurer


Catherine Chucknick, Financial Secretary


Ilene Sladky, Recording Secretary

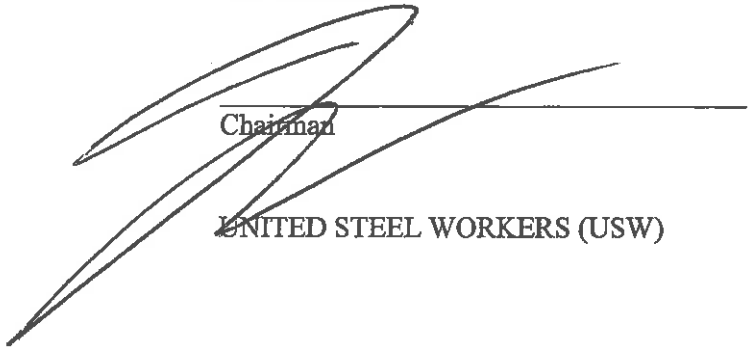

Jennifer Delice, Trustee

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 of January, 2018.

Attest:


Secretary

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY


Chairman

UNITED STEEL WORKERS (USW)

President

Secretary-Treasurer

International Vice President, Administration

Vice President, Human Affairs

Director, District 10

Sub-Dist. Director