

A G R E E M E N T

TRINITAS REGIONAL MEDICAL CENTER  
("NEW POINT CAMPUS")

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68, AFL-CIO

TERM: OCTOBER 1, 2018 TO March 31, 2022

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AGREEMENT

THIS AGREEMENT made this 13<sup>th</sup> day of February, 2019, by and between TRINITAS REGIONAL MEDICAL CENTER, a non-profit corporation of the State of New Jersey (hereinafter referred to as the "Medical Center") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the intent of the parties hereto to set forth their agreement with respect to rates of pay, hours of work, and conditions of employment.

ARTICLE 1

RECOGNITION AND RESPONSIBILITY

1.1 The Medical Center hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to Certification of the National Labor Relations Board, Twenty-Second Region, dated October 29, 1991 for a bargaining unit of all full-time and regular part-time skilled maintenance employees employed by the Medical Center at its Elizabeth, New Jersey locations (New Point Campus) INCLUDING, all persons employed in its Facilities Management Department as Bio-medical Technicians, Electricians, Locksmiths, HVAC Mechanics, Boiler Operators, Carpenters, Plumbers, Mechanics, Painters, Incinerator Operators, Storeroom Partsmen, Maintenance Coordinators, Groundskeepers, Foremen and Apprentices, but EXCLUDING all professional employees, technical employees, business office clerical

employees, non-professional employees (including Facilities Management Department Computer Operators, Receptionists, Secretaries and Clerk/Typists), guards and supervisors within the meaning of the Act (including Facilities Management Department Assistant Directors, Managers, Supervisors), and all other employees.

1.2 Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, they shall be deemed to apply only to employees of the Medical Center who are included within the bargaining unit above described.

1.3 The Medical Center shall have the right to hire temporary employees as the Medical Center may deem necessary. An employee may be hired for temporary employment for a period not exceeding three (3) months. The said three (3) month period may be extended up to an additional three (3) months with the consent of the Union, which shall not be unreasonably withheld. No temporary employee shall be required to join the Union during the first three (3) months of his employment. The Medical Center will not employ temporary employees for the purpose of displacing bargaining unit employees.

1.4 The Medical Center shall have the right to hire part-time employees as the Medical Center may deem necessary. Temporary employees and part-time employees who are not regularly scheduled by the Medical Center to work at least thirty (30) hours per week shall not be entitled to fringe benefits, except as otherwise provided herein. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall receive pro rata benefits except as otherwise hereinafter provided:

- (a) Part-time employees shall accrue seniority in accordance with the seniority provision of this agreement;

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week desiring to enroll in the Medical Center's medical-surgical plan and major medical plan shall authorize a payroll deduction from the employee's wages in an amount required by the Medical Center from other part-time non-bargaining unit employees scheduled to work the same number of hours.

(c) Part-time employees may be entitled to participate in the Medical Center's Pension Plan subject to the terms and conditions contained therein as the same may be amended by the Medical Center from time to time.

## ARTICLE 2

### UNION SECURITY

2.1 All employees who are members of the Union shall remain members of the Union in good standing as a condition of continued employment. All employees who are not members of the Union and all employees hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the first day next following thirty (30) days from the commencement of their employment, or on or after the first day next following thirty (30) days from the execution of this Agreement, whichever is later.

2.2 The Medical Center shall not be required to terminate the employment of any employee on the ground that such employee has ceased to be a member in good standing until the expiration of seventy-two (72) hours after receipt of notice in writing by the Union to the Medical Center that such employee is not a member of the Union in good standing and that the employee is to be discharged from employment. It is understood and agreed, pursuant to the National Labor Relations Act, loss of good standing in the Union shall not affect

continued employment unless such loss is for reason of failure to tender regular dues or initiation fees as uniformly required of all employees. The employee shall have the right to pay such dues or initiation fees within said seventy-two (72) hour period.

### ARTICLE 3

#### CHECK-OFF

3.1 The Medical Center shall deduct from the pay of such employee who opts to become a member of the Union all membership dues as defined in Section 302(c)(4) of the National Labor Relations Act upon the submission from the Union to the Medical Center of a proper payroll authorization card voluntarily executed by the employees from whom membership dues are to be checked off. Such payroll authorization cards are to be in a form which complies with Section 302(c)(4) of the National Labor Relations Act and other applicable law.

3.2 The Union shall certify the amount of regular monthly membership dues, initiation fees assessments uniformly required by the Union of all employee members in writing from an authorized Union official to the Medical Center. The Medical Center will remit all deducted dues monies, including any initiation fees, no later than the 15<sup>th</sup> of the month following the month for which dues were deducted. If dues remittances have not been received by the union in full within 30 days from the 15<sup>th</sup> of the month following the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure, or submit documentation contesting the delinquency by the Medical Center, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Medical Center was delinquent without just cause in transmitting deducted dues payments to the Union, the Arbitrator may award interest up to 10% of the delinquent amount to the Award as liquidated damages.

3.3 The Union shall indemnify the Medical Center and hold it harmless against any and all suits, claims, demands and/or liability arising out of or by reason of any action that shall be taken by the Medical Center for the purpose of complying with the foregoing provisions of this Article or in reliance on any list or notice which shall have been furnished to the Medical Center under any such provision.

#### ARTICLE 4

##### PROBATIONARY PERIOD

4.1 Newly hired employees shall be considered probationary for a period of three (3) months from the date of employment. The Medical Center may extend the probationary period for up to an additional three (3) months. The affected employee and the Union shall be notified of such extension.

4.2 During or at the end of the probationary period, the Medical Center may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.

#### ARTICLE 5

##### SOLICITATION AND UNION ACCESS

5.1 Other than as provided in Article 21 (Grievance Procedure), no employee shall engage in any union activity, including the distribution of literature during the employee's working time or in working locations at any time.

5.2 Upon reasonable advance notice to the Vice President of Human Resources or his/her designee, a representative of the Union may enter the Medical Center for the purpose of fulfilling the Union's obligations with respect to the bargaining unit provided that the Union representative does not interfere with the normal operation of the Medical Center or the employees in the performance of their duties during working time. The

Union representative will notify the Human Resources Department upon his/her arrival before proceeding to any part of the Medical Center. In the event the Human Resources Department is closed, the Union representative will notify the Security desk.

## ARTICLE 6

### SENIORITY

6.1 Seniority shall be defined as the length of an employee's continuous service with the Medical Center (including credited service with the ABH). The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days from the date of last hire.

6.2 An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

6.3 In the event of any layoff the employee or employees with the least amount of seniority in the classification wherein the Medical Center intends to effectuate a layoff shall be the first to be laid off. In the event that an additional employee or employees shall be needed in a particular classification, employees previously laid off within such classification shall be recalled by the Medical Center in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, the Union recognizes that the nature of the Medical Center's operation involves the necessity of employees to utilize various and sundry types of skills derived from differing skills, education and experience. The Union therefore agrees that in the event of a layoff or other reduction in the work force, the Medical Center shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off, is able to perform the work

necessary to the continued efficient operation of the Medical Center, which work cannot be as ably performed by the more senior employee. In the event of such contingency occurring, the Medical Center will notify the shop steward and/or outside representative of the Union of its intention to lay off a more senior employee at least five (5) days prior to the layoff. If the Union desires to submit to the grievance procedure the question of whether any such decision of the Medical Center is arbitrary, it shall do so.

6.4 Notwithstanding any of the provisions of this Article, all seniority rights shall be lost, and an employee will be considered to have had a break in "continuous" service, with no right of reinstatement, if any of the following conditions or circumstances occurs:

- (a) An employee voluntarily quits; or
- (b) An employee is discharged; or
- (c) An employee has been laid off continuously for a period of one year; or
- (d) An employee does not respond to recall after a layoff within three (3) working days from the mailing of a recall notice sent by Certified Mail, Return Receipt Requested, to the employee at the employee's last known address on the Medical Center's payroll record advising the employee that work is available; or
- (e) An employee fails to report for work at the expiration of a leave of absence, or giving a false reason for obtaining a leave of absence; or
- (f) If an employee is absent from work for three (3) consecutive days without notifying the Medical Center. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Medical Center; or

- (g) An employee does not work or is otherwise absent from employment for any reason for a period of one year.

6.5 In the event the Medical Center intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Medical Center shall post notice of such available position and employees may apply for such position as follows:

- (a) The Medical Center shall post a notice of such available position for three (3) working days on bulletin boards. An employee (including those on leave or those who are ill) desiring to apply for such position shall notify the Director of Human Resources in writing within such time. The Medical Center shall give careful consideration to all bargaining unit employees applying for the position as well as other persons who have made application. In making its decision, the Medical Center shall award the position to the applicant who, in the opinion of the Medical Center, is most able and qualified to perform the work. In the event that in the opinion of the Medical Center there is no difference in the ability of one or more such applicants to perform that work, then the Medical Center shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit to the grievance procedure the question of whether any such decision of the Medical Center is arbitrary, it may do so.

- (b) The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Medical Center within three (3) months after the date such position had been filled. The Medical Center may extend the probationary period for up to an additional three (3) months. The affected employee and the Union shall be notified of such extension. Should the employee fail to perform the job to the satisfaction of the Medical Center, the employee may be returned to the employee's former job.

ARTICLE 7

WAGES

7.1 The following shall constitute the minimum wage rate for the applicable job classification for bargaining unit employees subsequent to the successful completion of an employee's probationary period:

<u>Classification</u>	Minimum Hourly Wage Effective April 7, 2019	Minimum Hourly Wage Effective April 7, 2020	Minimum Hourly Wage Effective April 7, 2021
Foreman	\$28.00	Re-opener	Re-opener
HVAC / Controls Tech	\$27.35	Re-opener	Re-opener
Bio-Medical Technician	\$27.00	Re-opener	Re-opener
HVAC Mechanic	\$27.00	Re-opener	Re-opener
Boiler Operator	\$26.50	Re-opener	Re-opener
Maintenance Coordinator	\$25.51	Re-opener	Re-opener
Locksmith	\$24.26	Re-opener	Re-opener
Carpenter	\$24.26	Re-opener	Re-opener
Plumber	\$24.26	Re-opener	Re-opener
Electrician	\$24.26	Re-opener	Re-opener
Mechanic	\$20.65	Re-opener	Re-opener
Storeroom Mechanic	\$20.65	Re-opener	Re-opener
Incinerator Operator	\$20.26	Re-opener	Re-opener
Painter	\$19.16	Re-opener	Re-opener
Helper	\$15.47	Re-opener	Re-opener
Groundskeeper	\$12.00	Re-opener	Re-opener

All New Jersey licensed plumbers and electricians who have and maintain their New Jersey license will receive an additional fifty cents (\$0.50) per hour.

7.2 (a) Effective with the pay period starting April 7, 2019, each Employee on the active payroll on that date and covered by this Agreement shall receive an increase in his/her base hourly rate of two and one-

half (2.5%) percent of his/her April 6, 2019 base hourly rate of pay or fifty (\$.50) cents per hour, whichever is greater. Also, the lowest minimum rate of pay shall be \$12.00 per hour, effective on April 7, 2019.

7.2 (b) Effective on April 7, 2020, either party to this agreement may, upon written notice to the other prior to said date, reopen the contract for the sole purpose of negotiating an across-the-board wage increase.

7.2 (c) Effective on April 7, 2021, either party to this agreement may, upon written notice to the other prior to said date, reopen the contract for the sole purpose of negotiating an across-the-board wage increase.

7.3 The Medical Center will designate a Foreman classification for any trade where the Medical Center employs three or more regularly assigned full time tradespersons at a single facility (site).

7.4 Effective not more than three (3) months after the date of agreement, the Medical Center will establish an Apprenticeship Program wherein an employee may apply for either an HVAC Mechanic, Electrician or Mechanic Apprenticeship. If accepted by the Medical Center into the program, the employee will start work at not less than sixty percent (60%) of the rate of the classification for which the employee has been accepted as an Apprentice. The Apprenticeship Program will require that the employee successfully complete certain educational requirements and also be able to demonstrate, to the satisfaction of the Director of the Department, skills attributable to the classification to which the employee has been accepted as an apprentice. Each time that the employee completes a specified level of education and/or skills, the employee will receive a

wage increase at not less than five percent (5%) until the employee has completed all of the education and can demonstrate all of the skills requisite to the classification for which the Apprentice had been accepted at which time the employee is to be paid at not less than the then applicable minimum for the classification. An employee who is unable or unwilling to successfully complete the Apprenticeship Program will be reassigned to the Helper's classification and pay grade.

7.5 The Medical Center will review the work performance of Helpers not less than once each year. In the event, in the opinion of the Medical Center, the Helper warrants an equity increase in his wage rate, the Medical Center will adjust the Helper's rate. At no time will a Helper be paid at a rate higher than ninety percent (90%) of the minimum wage for a Mechanic.

7.6 The Medical Center shall have the right to require a bargaining unit employee to perform work other than that work which the employee would otherwise perform. In the event the Medical Center requires such employee to perform such work, the employee shall be paid the employee's regular wage rate. In the event that the Medical Center should require a bargaining unit employee to perform work other than that work which the employee would otherwise perform for a continuous period in excess of two (2) working days, the employee shall receive said employee's regular wage rate or the minimum wage rate for the classification to which such employee is assigned, whichever is higher.

## ARTICLE 8

### HOURS OF WORK AND PREMIUM PAY

8.1 The normal workweek of each employee shall consist of five (5) days of eight (8) hours each as scheduled by the Medical Center during any seven (7) day period. A normal workday shall consist of eight (8) hours of work which are to be continuous except for such unpaid lunch period as shall be scheduled by the Medical Center.

8.2 Employees shall normally be entitled to two (2) consecutive days off during each seven (7) day period provided, however, that the Medical Center shall have the right to require employees to work on such days.

8.3 The Medical Center shall have the right to require employees to work overtime. The Medical Center will assign overtime on an equitable basis within the classification wherein the overtime is to be assigned. Where practicable, the Medical Center will rotate overtime amongst appropriate employees qualified to perform the assignment with due regard to the nature of the work and the location at which the work is to be performed. Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any workweek shall receive one and one-half (1-1/2) times such employee's regular rate of pay for all time worked in excess of forty (40) hours in any workweek. An employee who is required to work non scheduled overtime after the completion of the employee's assigned shift shall either be paid overtime or shall have his/her schedule adjusted during the same work week (compensatory time off). In determining whether the employee will be paid overtime or have the employee's schedule adjusted, the Medical Center will take into account the wishes of the employee.

8.4 Bargaining unit employees shall be entitled to two (2) fifteen (15) minute rest periods as may be scheduled by the Medical Center.

8.5 The Medical Center shall make reasonable efforts to post the work schedules and shift assignments of employees at least two (2) weeks in advance; however, nothing contained herein shall be construed to limit the right of the Medical Center to change or modify such work schedules or shift assignments as circumstances may warrant in the opinion of the Medical Center.

8.6 Employees called in to perform work after the completion of the employee's normal workday and after they have left the Medical Center premises shall be guaranteed a minimum of four (4) hours of work or pay from the time they report in at the Medical Center.

8.7 The Medical Center will assign bargaining unit employees to perform snow removal on an as needed basis. Except in emergency circumstances, no employee will be required to perform outside snow removal on a continuous basis for more than two (2) consecutive hours without at least one (1) hours inside assignment or relief. To the extent practicable, the Medical Center will make a "good faith" effort to provide as much advanced notice to employees required to participate in snow removal activities.

## ARTICLE 9

### SHIFT AND SHIFT DIFFERENTIALS

9.1 Employees shall work on the shift, shifts, or shift assignments as scheduled by the Medical Center. The Medical Center may change an employee's shift as necessary for the proper administration of the Medical Center as determined by the Director of Facilities Management or his/her designee upon two (2) weeks prior notice unless circumstances make such prior notice unfeasible. If the Union desires to submit to the grievance procedure the question of whether or not any such decision of the Medical Center was arbitrary, it may do so.

9.2 Employees will normally be assigned to work on one (1) of the following shifts: Day Shift - 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m.; Evening Shift - 3:00 p.m. or 11:30 p.m. or 3:30 p.m. to 12:00 Midnight; Night Shift - 11:00 p.m. to 7:00 a.m. or 12:00 Midnight to 8:30 a.m. Effective with the pay period starting April 7, 2019, employees who are regularly assigned by the Medical Center to work on the evening or night shift shall have their shift differential increased from one dollar (\$1.00) per hour to one dollar and fifty cents (\$1.50) per hour for each hour worked during such shift.

9.3 Subject to mutual agreement between the Medical Center and one or more employees, and the consent of the Union which will not be unreasonably withheld, the Medical Center shall have the right to schedule employees to work a regular ten (10) or twelve (12) hour shift. In such event, fringe benefits shall be accrued and paid based upon the number of hours that an employee is regularly scheduled to work. In no event shall an employee scheduled to work a ten (10) or twelve (12) hour work shift be entitled to receive more fringe benefits than the employee would have been entitled to receive had the employee been scheduled to work a normal workweek or workday assignment.

## ARTICLE 10

### HOLIDAYS

10.1 Employees, after the completion of their probationary period, shall be entitled to the following paid holidays, which are included in each employee's annual PTO allotment:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

10.2 Recognizing that the Medical Center operates every day of the year and that it is not possible for all employees to be off on the same day, the Medical Center shall have the right to require any employee to work on any of the holidays specified herein. In the event the employee is required to work on any of the

aforesaid legal holidays, the employee shall be paid for all hours worked on that holiday at the rate of one and one-half (1 1/2) the employee's regular hourly rate.

10.3 If an employee does not work on a legal holiday and it is not the employee's regularly scheduled day off, PTO hours will be deducted from the employee's PTO bank. If the employee does not have PTO hours remaining in their bank, the day will be unpaid.

## ARTICLE 11

### TIME OFF MANAGEMENT PROGRAM

11.1 Effective April 1, 1996 each employee's personal days, vacation days and sick leave days accumulated to that date will be frozen and employees will start to accumulate Paid Time Off (PTO) in accordance with existing Medical Center policies and practices regarding its Time Off Management Program. In accordance with this Program employees will receive PTO in an amount based upon the employee's classification and years of seniority with the Medical Center. Time Off Benefits are to be used for vacation, personal leave or sickness. Effective January 1, 2003, employees covered under the Paid Time Off ("PTO") Management Program, shall be advanced and required to use their annual PTO allocation in the same manner as similarly situated non-union employees.

11.2 The first five (5) consecutive days of any absence, whether on account of vacation, personal reasons or sickness, will be deducted from the employee's available PTO until such time as the employee's total available PTO is depleted.

11.3 Employees shall schedule the use of their PTO days in advance whenever possible. PTO days taken without the prior approval of the Medical Center will constitute an unscheduled absence. An employee who takes unscheduled absences will be subject to discipline.

11.4 An employee who is discharged or who has resigned without having given at least four (4) weeks notice of such resignation shall forfeit any right to accrued PTO or pay in lieu of PTO. Any employee who shall be laid off or who is on the payroll at the time of his death, or who has resigned having given at least four (4) weeks prior written notice of such resignation, shall be paid for all accrued PTO up to the date of his termination. Sick leave accumulated prior to January 1, 1996 is not a terminal benefit and will not be paid upon termination for any reason.

11.5 Employees employed in the classification of Foreman will receive PTO amounts as all other non-bargaining unit employees classified as Group III. All other bargaining unit employees shall receive PTO amounts as all other non-bargaining unit Group IV employees. Stated another way, all bargaining unit members will receive the same annual PTO allocation in the same manner as similarly situated non-union employees.

11.6 Effective the first pay period in 2012, holiday time is combined with each employee's PTO and each employee's total number of PTO days is reduced by one day under the Time Off Management Program.

## ARTICLE 12

### LONG TERM ILLNESS

12.1 Effective April 1, 1996 bargaining unit employees shall no longer be eligible for accumulated sick leave. Rather employees shall be eligible for long term illness protection for absences due to illness of greater than five (5) consecutive workdays. Employees shall be eligible for income protection based upon their years of service after January 1, 1996 in accordance with the Medical Center's Time Off Management Program.

For purposes of calculating the level of income protection for which an employee is eligible, full time employees employed on December 31, 1995 will receive the income protection defined for employees employed for from two to three years.

## ARTICLE 13

### PAID LEAVE

13.1 Employees, after completion of their probationary period, shall be entitled to paid leave as follows:

13.2 Jury Duty - All employees who have completed their probationary period and who are summoned to serve as jurors will receive their regular wage rate less their pay as juror for each workday while on jury duty for a maximum period of two (2) weeks. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Medical Center. By statute, Medical Center employees are exempt from certain types of jury service and the employee will fully cooperate to be excused or exempted from such jury duty if the Medical Center requests.

13.3 Bereavement - An employee will be paid at such employee's wage rate for up to three (3) working days' absence in the event of the death of the employee's mother, father, husband, wife, child, brother or sister. Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed. In the event of the death of the employee's grandfather, grandmother, uncle, aunt, step/half sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, nephew or niece, one (1) working day's absence may be approved.

**ARTICLE 14**  
**UNPAID LEAVE**

14.1 **Purpose** - The provisions of this Article are for the purpose of maintaining uninterrupted seniority, during authorized periods of absence, and for no other purpose.

14.2 **Family Leave** - Employees will be eligible for family leaves for the purposes authorized and for the periods provided for under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act to the extent permitted and authorized by those Acts. Any employee who is eligible for a family leave under either the New Jersey or Federal Leave Acts shall exhaust his entitlement under those Acts before being eligible to apply for any other type of leave authorized by the Medical Center.

14.3 **Personal Leave** - An employee may apply for a personal leave of absence without pay or other remuneration for a period not to exceed thirty (30) calendar days in any calendar year, provided the employee shall make application in writing for such leave to the Medical Center, at least one (1) week prior to the date such leave is requested. Personal Leaves of Absence may be granted at the discretion of the Medical Center subject to the following conditions and exceptions:

(a) An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

(b) If an employee fails to report for work within three (3) working days following expiration of an authorized leave of absence and does not give an explanation satisfactory to the Medical Center for not returning, said employee shall be considered as having resigned.

(c) An employee who gives a false reason for obtaining a leave of absence shall be subject to discharge.

(d) An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

14.4 In the event an unusual emergency arises, which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence. If the Director of Facilities Management or his/her duly authorized representative grants such extension, the employee will maintain his seniority.

14.5 The maximum duration for both an employee's paid and/or unpaid leave of absence(s) shall be twelve (12) weeks in any fifty-two consecutive weeks, unless otherwise mandated under applicable law.

## ARTICLE 15

### MEDICAL AND LIFE INSURANCE

15.1 The Medical Center shall provide the following insurance for benefit eligible bargaining unit members, effective the first of the month following three (3) months of employment:

- (a) The Medical Center shall pay such portion of the prevailing premium or cost for hospitalization/major medical insurance as the Medical Center provides for the benefit of its non-supervisory, non-bargaining unit employees. In the event the Medical Center implements any alternate or modified health plan for the benefit of non-supervisory, non-bargaining unit employees, any such alternate or modified health plan shall be implemented at the same time and to the same extent for the benefit of bargaining unit employees represented by the Union.
- (b) The Medical Center will provide all benefit eligible employees covered under this agreement with Basic Life Insurance and Accidental Death & Dismemberment Insurance in the amount of one (1)

times their base annual salary, up to a maximum of \$450,000. In the event the Medical Center implements any alternate or improved Basic Life Insurance or Accidental Death & Dismemberment Insurance Plan for all non-supervisory, non-bargaining unit employees, any such alternate or improved plan shall be implemented at the same time and to the same extent for the benefit of bargaining unit employees represented by the Union.

- (c) The Medical Center will provide all full time benefit eligible employees covered under this agreement with dental insurance. In the event the Medical Center implements any alternate or improved dental plan for the benefit of all non-supervisory, non-bargaining unit employees, any such alternate or improved dental plan shall be implemented at the same time and to the same extent for the benefit of bargaining unit employees represented by the Union.
- (d) The Medical Center shall provide for non-occupational sickness and accident benefits (temporary disability benefits) in accordance with applicable law.
- (e) The Medical Center shall provide for workers compensation benefits (Worker's Compensation benefits) in accordance with applicable law.

15.2 All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the Medical Center in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this agreement.

15.3 The obligation of the Medical Center to pay such premiums for the purpose of maintaining benefits provided by said contracts shall be subject at all times to the following terms and conditions.

- (a) The employee shall make written application to the Medical Center or the applicable insurance company, on forms provided to them by the Medical Center, shall deliver to the Medical Center

such completed applications, duly executed, and shall furnish to the Medical Center, in writing, all such detailed information as may, from time to time, be required by the Medical Center or the applicable insurance company as the case may be.

(b) In case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage, or the rate of the premiums or charges applicable thereunder, the employee shall immediately furnish the Medical Center with complete detailed information regarding the matter.

(c) The Medical Center shall not be liable or responsible for any error or delay of any insurance company.

(d) An employee may choose not to be covered by the Medical Center's health, dental or life insurance plan in which event the Medical Center will not be obligated to provide and/or pay for any such coverage.

## ARTICLE 16

### PENSION PLAN

16.1 The Medical Center agrees to maintain the pension plan known as Trinitas Medical Center Savings and Retirement Plan in effect for the duration of this agreement, subject at all times to the terms and conditions contained therein. In the event the Medical Center amends the plan and/or implements any alternate or modified plan for the benefit of non-supervisory, non-bargaining unit employees, any such amendments and/or alternate or modified plan shall be implemented at the same time and to the same extent for bargaining unit employees.

## ARTICLE 17

### UNIFORMS

- 17.1 Employees required by the Medical Center to wear uniforms or designated clothing while performing their assigned duties shall provide, launder and maintain uniforms or designated clothing to provide a neat and presentable appearance. Such uniforms or designated clothing shall comport with such standards as are or may be set forth by the Medical Center in its Dress Code. Effective October 1, 2015, the Medical Center will increase the amount for uniform reimbursement from a maximum of one hundred seventy dollars (\$170.00) per calendar year to a maximum of two hundred dollars (\$200.00) per calendar year for uniforms, which the employee is required by the Medical Center to wear. Reimbursement will be made upon submission of a proper receipt for payment.
- 17.2 All employees shall wear safety shoes while working. Effective October 1, 2015, the Medical Center will increase the amount for safety shoe reimbursement for employees from fifty percent (50%) of the employee's cost (or \$70.00 per pair, whichever is less), to a maximum of one hundred dollars (\$100.00) per calendar year for a maximum of one pair of approved safety shoes, which the employee is required by the Medical Center to wear. Reimbursement will be made upon submission of a proper receipt for payment.
- 17.3 Over the life of this agreement, October 1, 2018 – March 31, 2022 each employee who works outside shall be eligible for a one-time reimbursement in an amount not to exceed seventy-five dollars (\$75.00) for a work jacket, which the employee is required by the Medical Center to wear upon submission of a proper receipt for payment. For purposes of this article, only boiler operators are deemed to be employees who work inside and are therefore excluded from work jacket reimbursement.

ARTICLE 18  
MANAGEMENT RIGHTS

18.1 The Union and the Medical Center agree that the provisions of this agreement are limited to hours, wages and other working conditions of the employees covered, and the provisions shall not be construed or interpreted to restrain the Medical Center from the full and absolute operation, control and management of its business. This right of management includes, but is not confined or limited to: the sole right to hire, discipline, suspend, discharge, lay off, or promote; to determine or change the starting time, quitting time or the number of hours to be worked; to promulgate rules and regulations; to assign duties to the work force; to organize, discontinue, enlarge or reduce a function or division, or to contract out all of any part of the work currently performed by employees provided that such contracting out shall not be for the purposes of laying off employees in the bargaining unit; to introduce new or improved methods of treatment, to determine the duties of each job; and to carry out the customary functions of management whether or not possessed or exercised by the Medical Center prior to the effective date of this agreement. Also, as stated under Article 19, the Medical Center shall have the right to discharge, suspend or discipline any employee for just cause.

18.2 The Union recognizes that the Medical Center may introduce a revision in the method or methods of operation which will produce a revision in job duties or functions and a reduction in personnel. The Union agrees that nothing in this agreement shall prevent the implementation of any program the Medical Center may implement whether or not the implementation of such program results in a reduction of the work force.

18.3 The Union, on behalf of the employees, agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care.

18.4 There shall be no individual agreements between employees and the Medical Center. This agreement contains the full understanding between the parties and cannot be modified except by written agreement between the parties.

## ARTICLE 19

### DISCHARGE AND PENALTIES

19.1 The Medical Center shall have the right to discharge, suspend or discipline any employee for just cause. The Medical Center retains the right to summarily discharge an employee for misconduct including but not limited to the following reasons:

- (a) Calling or participating in an unauthorized strike, work stoppage or slowdown;
- (b) Reporting for work under the influence of alcohol or narcotics, or taking either during working hours, or possessing either on the Medical Center's premises, or unauthorized possession and/or use of narcotics or controlled dangerous substances;
- (c) Theft and/or dishonesty;
- (d) Assault upon the Medical Center's representatives or fellow employees, patients, or anyone while in the course of his/her employment;
- (e) Gross or willful and/or negligent destruction of Medical Center property or property of other Medical Center employees or personnel;
- (f) Actions or conduct detrimental to the welfare or health of patients or other employees;
- (g) Acceptance of gifts and/or gratuities from patients;
- (h) Negligence in performing assigned duties;

- (i) Punching another employee's time card or permitting any other person to punch the employee's time card;
- (j) Falsification of employment records, patient records, or other records required to be maintained by the Medical Center in the normal course of its operations;
- (k) Leaving the Medical Center's premises without permission;
- (l) Refusal to perform assigned duties and/or insubordination;
- (m) Providing a false reason for obtaining a leave of absence and/or taking employment elsewhere during an approved leave of absence without prior approval of the Medical Center;
- (n) Absence for three (3) consecutive days without authorization;
- (o) Unauthorized disclosure of confidential information including patient, medical or Medical Center records; or
- (p) Any other serious violation of the proper standards of conduct or serious violation of the rules of the Medical Center.

19.2 The Medical Center will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge. If the Union desires to contest the discharge it shall give written notice thereof to the Medical Center within five (5) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure hereinafter set forth, however, commencing at STEP 3 of the grievance machinery.

19.3 If the discharge of a bargaining unit employee results from conduct relating to a patient and the patient does not appear at any stage of the grievance procedure, such failure to appear of the patient shall not be

deemed as prejudicial. The term "patient" for the purpose of this provision shall include those seeking care or treatment in clinics or emergency rooms as well as those already admitted.

## ARTICLE 20

### NO STRIKE - NO LOCKOUT

20.1 No employee shall engage in any strike, sit-down, sit-in, slow-down, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center.

20.2 The Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center, or ratify, condone or lend support to any such conduct or action.

20.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, sympathy strike, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Medical Center occur, the Union, within twenty-four (24) hours of a request by the Medical Center shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Medical Center in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices at Medical Center designated locations advising that it disapproves such action and instructing employees to return to work immediately.

20.4 The Medical Center agrees that it will not lock out employees during the term of this agreement.

## ARTICLE 21

### GRIEVANCE PROCEDURE

21.1 A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

(a) STEP 1

Within three (3) working days after the occurrence of the alleged incident, event or circumstance which gave rise to the grievance involved, an employee having a grievance shall take it up with said employee's supervisor. Union shop steward or otherwise authorized Union representative shall have the right to participate in all such discussions. The Medical Center shall give its answer to the employee and/or shop steward or other authorized Union representative within ten (10) working days after the presentation of the grievance in STEP 1.

(b) STEP 2

Should the employee be dissatisfied with the Medical Center's disposition of such grievance in STEP 1, the grievance may, within five (5) working days after the answer in STEP 1, be presented to STEP 2. When grievances are presented in STEP 2, they shall be reduced to writing, signed by the grievant and his Union representative and presented to the Director of Facilities Management or his/her designee. A grievance so presented in

STEP 2 shall be answered by the Medical Center in writing within ten (10) working days after its presentation.

(c) STEP 3

Should the employee be dissatisfied with the Medical Center's disposition of such grievance in STEP 2, the grievance may, within five (5) working days after the answer in STEP 2, be presented to STEP 3. A grievance shall be presented in this Step to the Senior Vice President of the Medical Center, or his/her designee; who shall render a decision in writing within ten (10) working days after the presentation of the grievance in this STEP.

(d) STEP 4

In the event the employee and the Union are dissatisfied with the Medical Center's disposition of such grievance in STEP 3, the Union may notify the Medical Center in writing within fifteen (15) calendar days after the Medical Center has rendered a written decision as provided in STEP 3, of its intent to take an appeal to arbitration. In the event the Union fails to notify the Medical Center in writing within fifteen (15) calendar days after the Medical Center has rendered a written decision as provided in STEP 3, the grievance shall be considered settled on the Medical Center's last answer. In the event the Union notifies the Medical Center of its intent to take an appeal to arbitration, as provided herein, an arbitrator shall be selected by the Union and the Medical Center within five (5) calendar days after notice by the Union of its intent to appeal the grievance to arbitration. In the event the Medical Center and the Union are unable to mutually agree upon the selection of an arbitrator, then the Union may, within fifteen (15)

calendar days after notice by the Union of its intent to appeal the grievance to arbitration, request the American Arbitration Association to submit a list of arbitrators in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. Each party shall pay one-half (1/2) the total cost of the impartial arbitrator. Each party shall be responsible for the expense of its own witnesses or others selected or called by a party to appear before the arbitrator. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Arbitration settlements involving retroactivity shall in no case be made effective earlier than the date upon which the grievance was first presented. Arbitrations shall be limited to a single grievance unless the Medical Center and the Union mutually agree to the contrary.

21.2 Failure on the part of the Medical Center to answer a grievance at any STEP shall not be deemed acquiescence thereto, and the Union may proceed to the next STEP.

21.3 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at STEP 3 in the first instance within the time limit as provided in Article 19.2

21.4 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

21.5 Time limits herein provided may be extended by the express mutual agreement of the Union and the Medical Center. However, unless such time limits are so extended, the Union and/or employee shall be absolutely precluded from proceeding further with any such complaint or grievance.

ARTICLE 22

PRIOR PRACTICE

22.1 This Agreement contains all the terms and conditions of employment between the Medical Center and the members of the bargaining unit represented by the Union. All present, previous, or past practices between the Medical Center and the employees covered by this Agreement are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

ARTICLE 23

EDUCATION

23.1 Any employee selected by the Director of Facilities Management to attend special education institutes, workshops, or other educational meetings shall be permitted time off without loss of regular pay to attend such meetings.

23.2 Employees who intend to enroll in educational courses may have such courses approved by the Director of Facilities Management prior to enrollment. Where the Director of Facilities Management and Human Resources have approved the employee's enrollment, the Medical Center shall reimburse the employee a maximum of one thousand dollars (\$1,000.00) per calendar year of the otherwise un-reimbursed employee cost of tuition for attendance at approved courses. In order for a course to be so approved, the course of study must, in the opinion of the Medical Center, be directly related to the elevation of the professional or occupational area of competence of the employee with reference to the employee's employment with the Medical Center. An employee who intends to enroll in a degree program shall not be reimbursed hereunder for any course taken at an institution which is not accredited by a recognized accrediting agency. An employee

shall not be reimbursed hereunder for any course wherein the employee fails to receive a grade of less than a "C" or equivalent and receives credit for such course attended. An employee shall not be reimbursed hereunder for more than six (6) credit hours per semester. An employee shall be reimbursed for such an approved course upon submission of proof of payment and proof of having received a grade of not less than a "C" or equivalent and received credit for the course attended. An employee shall be eligible for such benefit only after the completion of the employee's probationary period.

## ARTICLE 24

### SEVERANCE PAY

24.1 In the event the Medical Center lays off one or more bargaining unit employees, each such employee will receive severance in accordance with the Medical Center Severance Policy then in force and effect as it applies to non-supervisory non-bargaining unit employees.

24.2 In the event the Medical Center offers an enhanced Voluntary Separation Program to similarly situated non-union employees during the period from January 1, 2003 through December 31, 2005, then the Medical Center will extend that same program to eligible employees covered under this agreement.

## ARTICLE 25

### SEVERABILITY

25.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or

regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this agreement shall continue in full force and effect.

## ARTICLE 26

### NO DISCRIMINATION

26.1 Neither the Medical Center nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, marital status, sex, age, handicap or disability. Any employee who believes he/she has been discriminated against on account of any conduct prohibited under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and/or Title VII of the Civil Rights Act, 42 U.S.C.A. §2000e et seq., and/or the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990 and/or the Age Discrimination Employment Act, 29 U.S.C. §621 et seq., or who believes that he/she has a claim to assert against the Medical Center which would constitute a violation of any one of such laws, shall assert any such claim and/or action solely and exclusively through the grievance procedure as set forth in Article 21.

## ARTICLE 27

### DURATION OF AGREEMENT

27.1 This agreement shall be in effect from October 1, 2018 to March 31, 2022. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than ninety (90) days prior to March 31, 2022, or subsequent anniversary date, of an intent to modify or to terminate the agreement.

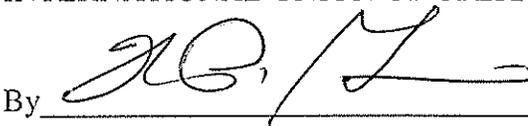
27.2 The provisions of this aforementioned agreement shall be conclusive between the parties, their successors or assigns, for its duration as to all bargainable matters or issues unless the Medical Center and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

TRINITAS REGIONAL MEDICAL CENTER

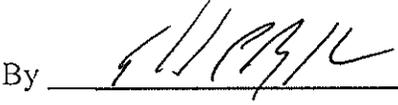
By  \_\_\_\_\_

Glenn Nacion, Vice President & Chief Human Resources Officer

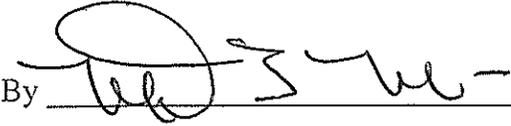
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68, AFL-CIO

By  \_\_\_\_\_

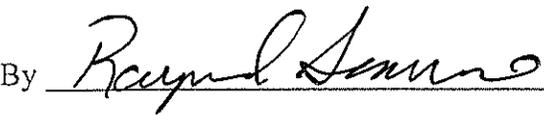
Thomas P. Giblin, Business Manager

By  \_\_\_\_\_

Edward P. Boylan, President

By  \_\_\_\_\_

Michael B. McGlynn, Business Representative

By  \_\_\_\_\_

Raymond Simione, Recording Secretary