

**MEMORANDUM OF AGREEMENT**

**UNIVERSITY HOSPITAL**

**AND**

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES  
AFT/AFL-CIO, LOCAL 5094**

UNIVERSITY HOSPITAL (“Hospital” or “Employer”) and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO, LOCAL 5094 (“Union”), having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement (“Agreement”) between the Hospital and the Union that expired on September 30, 2017, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement (“MOA”) represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the Agreement as follows:

1. Section 21.01, Duration: October 1, 2017 through September 30, 2018 (1-year Agreement)
2. Article 20: Revise term of Agreement dates in Section A consistent with Paragraph 1 above. Revise Section B as set forth below:

For all employees who were employed as of the date of ratification of this agreement, the wage program shall be as follows:

Effective December 1, 2017, the PS and PH salary tables shall be increased by 2.5%. There will be no Step movement.

3. Tentative Agreements: The parties have reached tentative agreements on the following subjects, all of which shall be deemed part of this MOA, and copies of which are attached hereto:
  - A. Section 2.08 Information and Data
  - B. Section 10.05 Continuing Education

- C. Section 20 B) Wages
- D. Savings Clause

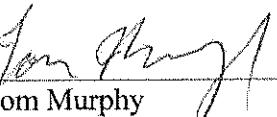
4. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived.
5. Ratification Process: This MOA is subject to approval by the Hospital's President and CEO and ratification by the membership of the Union. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Hospital's bargaining committee will likewise recommend approval of this MOA to the Hospital's President and CEO. The Union shall notify the Employer in writing of the result of the ratification vote within 48 hours of the conclusion of the voting. The Hospital will likewise provide written notice to the Union of the approval of the President and CEO.
6. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union and approval by the Hospital's President and CEO, the Hospital will draft a new collective negotiations agreement and present it to the Union for review, approval and execution.

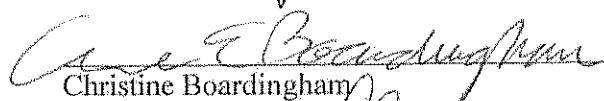
IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 30 day of March, 2018.

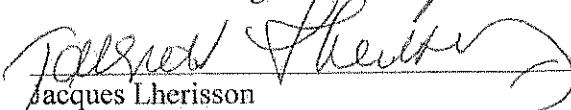
FOR UNIVERSITY HOSPITAL:

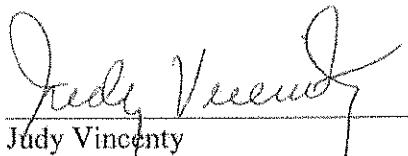
  
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Eva M. Serruto, Esq.

FOR THE UNION:

  
\_\_\_\_\_  
Tom Murphy

  
\_\_\_\_\_  
Christine Boardingham

  
\_\_\_\_\_  
Jacques Lherisson

  
\_\_\_\_\_  
Judy Vincenty

  
\_\_\_\_\_  
Ivette Suarez-Vega

  
\_\_\_\_\_  
Jack Luftman

For UH  
Date:

2/27/18  
3/20/18

For HPAE 5094

Date:

JL  
EB  
JW  
JL  
PM

2/27/2018 UH Counter Proposal to Union #22

Savings Clause:

1. If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.
2. Upon request of either party the Hospital and the Union, agree to meet and renegotiate any provision so affected.

For UH

Date:

GAD

3/20/18

For HPAE 5094

Date:

JL  
CEB  
BY  
TM

**2-27-2018 UH Counter Proposal**

**ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS: Article 10.05 Continuing Education:**

**10.05 Continuing Education:**

**(Preceding portion of article remains the same)**

For new hires hired on or after October 1, 2016, the obligation to reimburse the Hospital shall be pro-rated as follows:

Separation within one (1) year of commencement of course: 100% reimbursement of costs

Separation within two (2) years of commencement of course: 75% reimbursement of costs

Separation within three (3) years of commencement of course: 50% reimbursement of costs

For employees hired before October 1, 2016, the obligation to reimburse the Hospital shall be pro-rated as follows:

Separation within one (1) year of commencement of the course: 100% reimbursement of costs

Separation within 18 months of commencement of the course: 50% reimbursement of costs

Separation within two (2) years of commencement of the course: 25% reimbursement of costs.

For employees who have served six (6) consecutive years in the same position, immediately prior to the commencement of the training, the obligation to reimburse the Hospital shall be as follows:

Separation within one (1) year of commencement of course: 100% reimbursement of costs

**(Remainder of the article remains the same)**

For UH

Date:

AMW

3/20/18

For HPAE 5094

Date:

JL

CCS

ASJ

PL

JAN

2-27-2018 UH Counter Proposal to Union #1

**Article 2. UNION STATUS-Section 2.08 Information and Data**

**(New paragraph)**

In the event that any organization files an OPRA request with University Hospital requesting information about HPAE 5094 members, University Hospital shall within two (2) business days of responding to such request notify and provide to HPAE 5094 the identity of said organization and a copy of the information supplied to such organization, so long as HPAE 5094 pays for the copying cost of said information.