

**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 (“HPAE”), 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, 2021, 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. Article 24, Effective Date and Duration: Revise Article to state as follows:

This Agreement, except as otherwise stated shall be effective on October 1, 2021, and shall remain in effect through September 30, 2024.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, 2024. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than March 1, 2024, or March of any subsequent year for which this Agreement was automatically renewed. Official notice to the Hospital shall be made by addressing the Chief Human Resources Officer of his/her designee. Official notice to HP AE shall be made by addressing the President of HP AE.

2. Article 20, Wages

B) Wage Program

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

Effective pay period closest to October 1, 2021, the steps of PS and PH salary tables shall be increased by 3.0%. Eligible employees who are on UH payroll as of September 30, 2021, will receive retroactive pay to the pay period closest to January 1, 2022. There will be no Step movement.

Effective pay period closest to October 1, 2022, the steps of PS and PH salary tables shall be increased by 2.5%. There will be no Step movement.


Effective pay period closest to October 1, 2023, the steps of PS and PH salary tables shall be increased by 3.0%. There will be no Step movement.


3. Tentative Agreements: The parties have reached tentative agreement on the following subjects, which shall be deemed part of this MOA and a copy is attached hereto:
  - A. Article 2.02 Union Dues
  - B. Article 3.02 Work Outside of Job Classification
  - C. Article 5.07 Mandatory Overtime
  - D. Hospital Package 1
    1. Article 3.05 Evaluations
    2. Article 7.15 Court Appearance
    3. Article 19 Labor Management Committee
  - E. Article 14.01 Discipline
  - F. Side Letter #9
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 14<sup>th</sup> day of March, 2022.

FOR UNIVERSITY HOSPITAL:

  
Patricia Scully  
Administrator Compensation, Data  
Administrative, and Labor Relations

  
Eva M. Serruto, Esq.  
Acting Chief Human Resources Officer

  
Andre Emont  
Director Pharmacy

  
Shereef Elnahal, M.D.  
President and Chief Executive Officer

FOR THE UNION:


  
Debbie White  
President, HPAE AFT/AFL-CIO

  
Bryan Novosielski

  
Judy Vincenty

  
Olivia Valentino-Davis

  
Esther Barney

  
Roshni Danak

  
Jack Luftman

For UH

Date:

*Alma*  
2/17/22

For HPAE 5094

*[Signature]*

Date:

2-17-22

**2/16/2022-UH Counter Proposal to HPAE 5094 Modified Union Proposal #12 v2**

**2.02 Union Dues:**

The Hospital agrees to deduct from the regular paycheck of employees included in the negotiations unit, dues for the Union, provided that the employee authorizes such deduction in writing in proper form to the local Human Resources Office.

The Hospital shall make Union dues deductions from a new employee in the pay period next following the ninety (90) days after the employee's date of hire.

Union dues deductions from any employee in the negotiations unit shall be limited to the Union, the duly certified majority representative. The movement of an employee from one title to another title, from one status to another status and/or from one HPAE negotiations unit to another HPAE negotiations unit will not affect or interrupt dues deduction, unless the new title or negotiations unit is not represented by HPAE.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary of an employee.

The Hospital shall make every effort to immediately cease deduction of HPAE dues when an employee transfers out of the negotiations unit.

In order to withdraw from a dues' authorization, a negotiations unit employee must submit a written request to withdraw from the Union to the Office of Human Resources ~~during the thirty (30) days following each anniversary date of their employment.~~ An employee's notice of revocation of such authorization shall be effective on the 30<sup>th</sup> day after the anniversary date of employment. ~~Within ten (10) five (5) days of receipt of the notice from the employee of revocation of authorization for the payroll deduction of fees, University Hospital shall provide notice to Union of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of Union fees shall be effective on the forty fifth (45<sup>th</sup>) thirtieth (30<sup>th</sup>) day after the anniversary date of employment.~~

The Union will indemnify and hold the Hospital harmless from any claims, actions or proceedings brought by any staff member in the negotiations unit which arises from dues deductions made by the Hospital. The Hospital shall not be liable to the Union for any retroactive or past due dues for a staff member who was identified by the Hospital as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the dues.

For UH  
Date:  
For HPAE 5094

*AWO*  
*3/7/2022*  
*[Signature]*

Date: *2.25.2022*

**2/25/2022-UH Counter Proposal  
Union Proposal #12 v3**

**3.02 Work Outside of Job Classification:**

Staff members shall be assigned work appropriate to their job classification. The parties agree that staff will not be assigned work substantially outside of their job classification on an ongoing basis, as per the 3<sup>rd</sup> paragraph below.

Claims of work outside their job classification or of a demonstrable increase in job responsibilities or pay falling behind according to market factors, as identified by the Union, are to be submitted to Compensation Services with copies sent to the Director of Human Resource Services and the staff member's department head. The claims will be investigated, and Compensation Services will provide a written decision within 120 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination. The remedy may include, but is not limited to, appointment to an acting position, reclassification to another title, payment for the time period when the additional higher level duties were performed, an in-grade salary adjustment, etc.

If a staff member has performed work substantially outside of his/her job classification for a period of three consecutive weeks, or 25 or more work days in any 12 month period, the staff member will receive pay at the rate of the higher job classification for the period during which substantially higher level duties were assigned.

Acting and interim appointments shall be governed by Hospital Policy 30-01-30-05:00 "Acting Appointments and Interim Appointments". The Hospital shall notify the Union of any negotiations unit employee who has been appointed to either an Acting or Interim position within fourteen (14) calendar days from the date of the appointment.

If the claim is substantiated to be in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by Compensation Services. Should the claim be denied, the Union and the staff member may request to meet with Compensation Services to discuss the decision. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final, binding and implemented the next pay cycle.

For UH

Date:

ELM  
3/7/2022

For HPAE 5094

SB  
\_\_\_\_\_

Date:

2.25.2022

**2/17/2022-UH Counter Proposal to HPAE 5094 Modified Union Proposal #4 v 5**

**New Section 5.07**

**Mandatory Overtime**

- A. The Hospital will follow all New Jersey statutes and regulations regarding mandatory overtime.
- B. In cases where mandatory overtime is required, then the least senior qualified employee of the employees on duty can be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified employee.
- C. In the event that an employee is forced to work a mandated shift, said employee shall be paid at the rate of time and one-half (1 ½) of their regularly scheduled rate for all hours worked in excess of forty (40) hours per week. ~~for each hour worked.~~



**University  
HOSPITAL**  
Newark, NJ

University Hospital's Counter Proposal to HPAE 5094's Counter Proposal to University Hospital's Updated Package #1 Proposal to HPAE 5094

**February 10, 2022**

University Hospital reserves the right to add, delete, change or modify any prior or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

JAd 2.10.22 -  
(EB)

JA VA LMAO  
2/10/22

## ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

Replace entire article with language below:

### 3.05 Evaluations:

A. The annual performance evaluation will be conducted annually. At the time of the evaluation, employee will be provided a copy of his/her job description. Employees shall receive performance evaluations approximately three (3) weeks prior to the employee's review date and will have three (3) calendar days, excluding holidays and weekends, to review the evaluation. By the conclusion of the three (3) days, employee may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by employee shall be included in employee's Personnel file in Human Resources. If comments are not made within this period or employee does not sign within this period, the right to comment will be forfeited, the manager or immediate supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

#### B. Overall Rating Guidelines:

3 - Consistently Exceeds Standard

2 - Generally Meets Standard and May Occasionally Exceed Standard

1 - Does Not Meet Standard; Improvement is Required

C. Prior to evaluating employee as "1," employee's manager or immediate supervisor must notify employee that his/her performance is deficient and that he/she may receive no performance-based increases. Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

D. Employee receiving an overall rating of "1" shall not be entitled to receive salary increase, if applicable, other than an across-the-board salary increase. If an employee received a rating of "1," the manager or immediate supervisor shall review the substance of performance deficiencies with employee and shall counsel employee as to appropriate steps which should be taken to improve performance and shall review with employee any warnings or prior counseling received with respect to performance.

1. Upon mutual consent of the employee and their manager or immediate supervisor, an employee receiving a "1" may have a union representative present with him/her at the meeting. A representative of Labor Relations may also be present at the meeting. The purpose of the meeting is not to challenge the rating, but to promote employee's



understanding of the basis of the rating and appropriate steps for improvement. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of employee is not subject to the grievance procedure.

2. Employee shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by employee and by the manager or immediate supervisor before being placed in employee's personnel file. Employee's signature shall signify that employee has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents. If the employee refuses to sign the evaluation, this should be noted on the evaluation form, and witnessed and dated by another supervisor or manager.

3. Employee's performance must be re-evaluated after another ninety (90) day period. If upon re-evaluation the performance has not come up to a "2" level, the re-evaluation shall be a final warning considered a written warning in lieu of (2) days suspension for purposes of the disciplinary process and immediate improvement shall be required. The manager or immediate supervisor shall also advise employee that failure to improve performance may result in further discipline up to and including discharge.

E. Employee's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).

## ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

### 7.15 Court Appearance:

Staff members must cooperate and appear when summoned by University Hospital, or its designee, to testify at depositions, in court, or any other hearings and shall be granted necessary time off, at the staff member's base rate of pay, when s/he is summoned to testify, at depositions or in court on ~~This includes testimony related to where employee was a witness, party, or any matter arising within the staff member's scope of employment at the Hospital, including matters staff members witnessed.~~ This paid time off shall only apply to occasions where the staff member employee is summoned to testify on matters relating to their work and shall not apply with respect to a personal lawsuit by the staff member employee or co-worker against the Hospital. The staff member shall immediately report receipt of any subpoena or court order related to their employment at the Hospital to the Hospital's ~~Office of Legal Management~~ Legal, Corporate & External Relations Group and to their supervisor.

HPAE counter to UH proposal presented October 6, 2021

TA VA EMA  
2/10/22

ARTICLE 14. DISCIPLINE AND GRIEVANCES:

Revise as follows:

14.01 Discipline:

- 1. No non-probationary employee shall be subject to discipline by the Employer without just cause. The terms of this Article shall not be applicable to employees in their initial probationary period (including any extensions) or any temporary, casual or per diem employees. Employer’s judgment as to the adequacy of the probationary employee’s performance during the probationary period or any action taken as a result thereof, shall not be deemed “discipline” nor shall it be subject to challenge by the Union or employee pursuant to this Article.

If during the course of an investigation, the Hospital determines that an employee needs to be placed on an administrative leave, without pay, after three (3) weeks, such leave must be with pay. ~~However, if the employee or union does not cooperate with the investigation, or if a state, federal or other agency does not conclude its investigation related to the matter which led to administrative leave without pay, and the investigation is beyond three (3) weeks, the Administrative Leave shall continue without pay.~~ However, if the Hospital is unable to conclude the investigation within the three (3) weeks, the Union shall be provided advanced notification of at least three (3) business days prior to the extension of the Administrative Leave without pay.

- 2. The term “discipline” shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee’s conduct or performance. The following shall not be construed as discipline:
  - a. Dismissal or demotion due to layoff or operational changes made by the Hospital;
  - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee the Employer’s observations about the employee’s performance or behavior. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee’s Human Resources file. Such documentation shall remain in the employee’s Department file.
- 3. The Hospital reserves the right to substitute a written warning in lieu of suspension without pay and such substituted written warning shall substitute for suspension in the Hospital’s scheme of progressive discipline.

4. The Hospital may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct up to five (5) days from the employee' vacation balances. In such circumstance, the disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension without prejudice to the Employer, the Union or the employee.
5. When discipline is imposed pursuant to this Article, the Employer shall provide written notice of the discipline to the employee. The written notice shall include a reasonable explanation of the reasons for the discipline and the penalty being imposed. A copy of the written notice of discipline, and any supporting documentation available at the time the notice of discipline is issued, shall be provided to the Union as soon as feasible but no later than 72 hours, excluding weekends and observed holidays, after being submitted to the employee.
6. Unless otherwise stated in the written notice of discipline, any suspension without pay of two (2) shifts or more, demotion, or discharge shall be effective immediately, subject to reversal only pursuant to the grievance procedure.
7. The Union has the right to challenge the discipline by timely filing a grievance at Step 1 in accordance with the Grievance Procedure in Section 14.02. Such grievance must expressly specify the article and section of the Agreement which is alleged to have been violated.
8. All discipline not covered by Paragraph 6 shall be stayed until resolved through Step 2 of the Grievance Procedure. During the time that such discipline is stayed, it may not be referred to in any evaluation, promotional decision, or subsequent disciplinary charge other than termination, until the grieved discipline has been resolved through Step 2 of the Grievance Procedure. In the event that any portion of the suspension without pay is served before a grievance has been filed, only the balance of the suspension without pay shall be stayed and there shall be no entitlement to automatic reimbursement or reinstatement for the portion of the suspension without pay served prior to the filing of the grievance.
9. The Union has the right to challenge written warnings and disciplinary suspensions without pay for 2 shifts or less through Step 2 of the grievance procedure. Since such written warnings and suspensions without pay are not subject to arbitration, the Hospital agrees to comply with the following time frames as they relate to Step 2 hearings on disciplinary suspensions without pay of 2 shifts or less:
  - a. The Step 2 hearing will be held as soon as practicable, but no later than 4 months from the date the Union makes a written request for a Step 2 hearing; and

- b. The Step 2 decision shall be issued no later than 45 days following the completion of the Step 2 hearing.

If the Hospital fails to meet either of the time limits set forth above, the discipline shall be deemed to have been abandoned by the Hospital and the employee shall be reimbursed the full amount of lost wages during the term of his/her suspension without pay and all references to the discipline shall be removed from his or her personnel file.

- 10. Prior to suspension without pay or termination of an employee, the Hospital shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Hospital to discuss the allegations against the employee that could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Hospital shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

~~UH Counter Proposal to Union Proposal #11~~

**ARTICLE 19. LABOR MANAGEMENT COMMITTEE:**

~~A committee composed of four (4) members from the Union, no more than one (1) member from an individual department, and four (4) members from the Hospital will meet to discuss issues considered important by either side which are not current grievance issues. Meetings will occur a maximum of two times per year, provided an agenda is submitted by the Union to the Director of Labor Relations at least fourteen (14) days prior to the meeting date. The Committee Meetings shall meet will occur three (3) at least four (4) times per year every two (2) months, provided an agenda is submitted by the Union to the Director of Labor Relations at least fourteen (14) days prior to the meeting date, and the meeting will be shall meet for a reasonable time, not to exceed two (2) four (4) hours, as required to discuss mutual concerns of the Union and the Hospital.~~

Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. The names of committee members will be submitted not less than one week before the scheduled meeting.

This Committee shall function completely separate from and independent of all grievance procedures under this Agreement and these meetings shall not be considered negotiating sessions.

Meetings will be scheduled during normal business hours. Barring emergency circumstances, employees on duty will be released to attend such meetings without loss of pay, if appropriate notice has been given.

The Director of Labor Relations or his/her designee and an HPAE business representative will be considered to be ex-officio members of this committee.

**ARTICLE 20. WAGES:**

**All other Paragraphs not referred to below shall remain the same.**

**A) Wage Program**

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

Three (3) year contract, October 1, 2021-September 30, 2024.

Effective the pay period closest to October 1, 2021, the steps of PS and PH salary tables shall be increased by 3.0%. Eligible employees who are on UH payroll as of date of ratification of this contract, will receive retroactive pay to the pay period closest to October 1, 2021. There will be no Step movement.

Effective the pay period closest to October 1, 2022, the steps of PS and PH salary tables shall be increased by 2.5%. There will be no Step movement.

Effective the pay period closest to October 1, 2023, the steps of PS and PH salary tables shall be increased by 3.0%. There will be no Step movement.

EWB 3/7/2022

For UH (re: HOAE 5094)

[Signature] 3-7-22

For HPAAE

For UH

Date:

For HPAE 5094

*EW*  
3/7/2022

*[Signature]*  
3-7-22

Date:

**3/7/2022-HPAE Counter to Modified UH Counter Proposal**

Replace current Side Letter #9 with the following:

March 7, 2022

Debbie White  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

Re: Market Analysis

Dear Ms. White:

The Hospital agrees that it will conduct a market rate analysis for each of the following job titles in the Laboratory, including but not limited to: Medical Technologist, Blood Bank Technologist, Histotechnologist, Cytotechnologist, Assistant Coordinator, Pathologist Assistant.

The market rate analysis will commence as soon as practicable following June 1, 2022. The analysis will be finalized no later than ~~December 31, 2022~~ June 30, 2023 December 31, 2022 and a A copy of the final report will be provided to the Union.

The Hospital agrees that it will conduct a market rate analysis for each of the following job titles: Senior Respiratory Therapist, Audiologist, all titles within HMIS, as well as any employees titled as User Support Specialist, Programmer Analyst, Senior Web Applications Developer, Data Base Analyst and IST Analyst. The market rate analysis will commence as soon as practicable following ~~June~~ January 1, 2023. The analysis will be finalized no later than June 30, 2023 and a A copy of the final report will be provided to the Union.

Please indicate your agreement by signature below.

Very truly yours,

\_\_\_\_\_  
= Eva M. Serruto, Esq.  
Acting Chief Human Resources Officer

\_\_\_\_\_  
Debbie White, President  
HPAE AFT/AFL-CIO