

**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, 2024, 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, 2024 and shall remain in effect through September 30, 2027.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, 2027. 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, 2027, 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 HPAE shall be made by addressing the President of HPAE.

2. 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. Preamble
  - B. Article 1 Agreement Scope
  - C. Article 2 Union Status-Section 2.01 Recognition
  - D. Article 2 Union Status-Section 2.02 Union Dues
  - E. Article 2 Union Status-Section 2.03 Transmission of Dues
  - F. Article 2 Union Status- Section 2.04 Representatives, Rights and Limitations
  - G. Article 2 Union Status-Section 2.06 Union Business
  - H. Article 2 Union Status-Section 2.07 Information and Data
  - I. Article 3. Professional Practitioner Status- Section 3.02 Work Outside of Job Classification
  - J. Article 3. Professional Practitioner Status- Section XX (number to be determined when contract drafted and finalized by both Parties) Job Reclassification, In Grade Salary Adjustment, and Secondary Appointment of Exempt Employees
  - K. Article 3. Professional Practitioner Status- Section 3.03 Promotions and Transfers
  - L. Article 3. Professional Practitioner Status- Section 3.05 Evaluations
  - M. Article 4. Employee Status- Section 4.04 Regular Versus Temporary, Casual and Per Diem Employment
  - N. Article 4. Employee Status- Section 4.05 Probationary Period
  - O. Article 4. Employee Status- Section 4.07 Seniority
  - P. Article 5. Work Time- Section 5.06 Inclement Weather
  - Q. Article 7. Monetary Benefits: Time Not Worked- Section 7.02 Holiday Designation
  - R. Article 7. Monetary Benefits: Time Not Worked- Section 7.06 Vacation Amount
  - S. Article 7. Monetary Benefits: Time Not Worked- Section 7.10 Sick Leave; Entitlement and Amount



- T. Article 7. Monetary Benefits: Time Not Worked- Section 7.12 Leave for Death or Serious Illness in Immediate Family
- U. Article 7. Monetary Benefits: Time Not Worked- 7.13 Jury Duty Leave Amount
- V. Article 7. Monetary Benefits: Time Not Worked- 7.17 Meal Periods
- W. Article 10 Monetary Benefits Miscellaneous- Section 10.01 Terminal Benefits
- X. Article 10 Monetary Benefits Miscellaneous- Section 10.02 Resignation
- Y. Article 10 Monetary Benefits Miscellaneous - Section 10.05 Continuing Education
- Z. Article 10 Monetary Benefits Miscellaneous- Section 10.06 Tuition Refund
- AA. Article 10 Monetary Benefits Miscellaneous- Section 10.07 Uniform Allowance
- BB. Article 10 Monetary Benefits Miscellaneous- New Section Non-Required Certification
- CC. Article 14. Discipline And Grievances- Section 14.01 Discipline
- DD. Article 17. Subcontracting
- EE. Article 20 Wages
- FF. Article 24. EFFECTIVE DATE AND DURATION
- GG. Appendix A- Job Series
- HH. HPAE Professional Titles & Grades
- II. Remove Side Letter #9- Market Analysis

3. 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.
4. 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.




5. 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

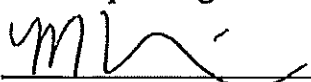
by their duly authorized representatives on this 9<sup>th</sup> day of December, 2024.


FOR UNIVERSITY HOSPITAL:

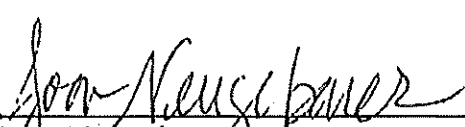
  
\_\_\_\_\_  
Eva M. Serruto, Esq.  
Director, Labor Relations

  
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Raquel Morian  
Chief Human Resources Officer

  
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Anna-Michelle Brandt  
Chief Operating Officer

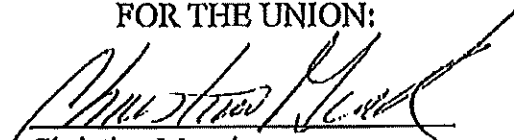
  
\_\_\_\_\_  
McKenzie Wilson, Esq.  
Chief Legal Officer

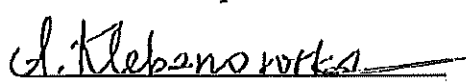
  
\_\_\_\_\_  
Alexandra Harwin, Esq.  
Associate General Counsel

  
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Joan Neugebauer  
Vice President, IST

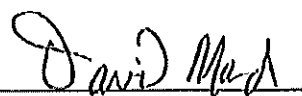
  
\_\_\_\_\_  
Cynthia Comerford

FOR THE UNION:

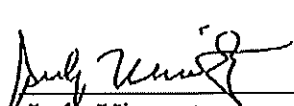
  
\_\_\_\_\_  
Christine Munc  
HPAE Staff Representative

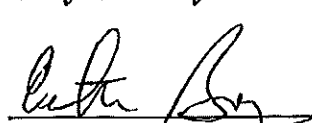
  
\_\_\_\_\_  
Anna Klebanowska  
HPAE Staff Representative

  
\_\_\_\_\_  
Olivia Valentino-Davis

  
\_\_\_\_\_  
David Mach

  
\_\_\_\_\_  
Nicole Rajc

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

  
\_\_\_\_\_  
Esther Barney





Administrative Director P&LM



Alexandre Barbosa  
Administrator Compensation,  
Data Administration & Labor Relations



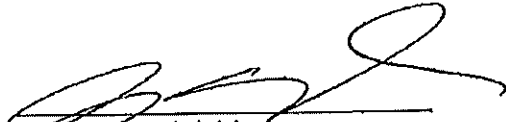
Shaina Filian



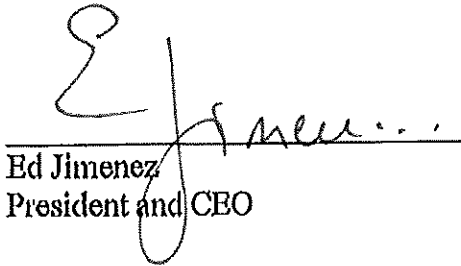
Kimberly Mendoza  
Management Assistant,  
Labor Relations & Compensation




Jason Minott



Ryan Novosielski  
Co-President



Ed Jimenez  
President and CEO



Roshni Danak



For UH *QMAO*  
Date: *10/3/24*  
For Union HPAE 5094 *Christina*

Date: *10/3/24*  
*Richard*  
*John*  
*David*  
*J. Klebanov*

12/9/2024- Tentative Agreement

PREAMBLE

This Agreement is effective October 1, 2021- 2024 and is made between the University Hospital, 150 Bergen Street, Newark, New Jersey, 07107-07103 (hereinafter called "University Hospital" or "Hospital") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

The parties recognize that it is the responsibility of the Hospital to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. The Hospital recognizes that due to their education and experience, the staff members covered by this Agreement have a unique contribution to make towards the advancement and execution of the missions of the Hospital.

This Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement which sets forth the employment relationship between the Hospital and the staff members subject to this Agreement under applicable State and Federal law.

ARTICLE 4. EMPLOYEE STATUS

4.04 Regular Versus Temporary, Casual and Per Diem Employment:

- A. When a staff member is hired or transfers into a position, such staff member shall be advised as to his/her status as either a regular or temporary staff member. Temporary staff are hired for a period of time not to exceed twelve (12) months in the same position, are not eligible for any benefits except those required by law.

Temporary full-time staff member shall be eligible for holiday pay after six (6) months of continuous employment. Part-time temporary staff members are ineligible for holiday pay. After six (6) months of continuous employment in the same position, temporary full-time staff members shall be eligible to accrue sick and vacation times.

Temporary employees shall not be subject to "progressive discipline" (ie. the obligation to progress from written warning to suspension to termination). Rather, Temporary employees may be disciplined at any level, up to and including termination, at any time. The union may grieve such discipline at Step II, however, the decision of the Hearing Officer shall be final and binding and not subject to arbitration.

Regular staff members shall not be laid off before temporary staff members.

If the staff member works beyond the twelve (12) months in the same position, or if the position is filled by a temporary employee beyond the twelve (12) months, the position shall be posted for bidding or closed. On a quarterly basis, the Union shall receive a list of temporary assignments including the date of the assignment.

- B. Per Diem staff member has an on-going but intermittent employment relationship with the Hospital and works more than four (4) hours per week on average within ninety (90) calendar days.

Per Diem staff member shall not be eligible for any benefits except as required by law.

Per Diem staff member shall not be eligible for any sick time except as required by law.

Per Diem staff members shall not be subject to "progressive discipline" (ie. the obligation to progress from written warning to suspension to termination) and may be terminated at any time. Rather, Per Diem staff members may be disciplined at any level, up to and including termination, at any time. The union may grieve such discipline at Step II, however, the decision of the Hearing Officer shall be final and binding and not subject to arbitration.

Regular staff members shall not be laid off before Per Diem staff members.

Per Diem staff positions shall ~~not~~ be required to be posted on University Hospital's website.

- C. Casual staff member is regularly scheduled to work less than twenty (20) hours per week within ninety (90) calendar days.

Casual staff member shall not be eligible for any benefits except as required by law.

Casual staff member shall not be eligible for any sick time except as required by law.

Casual employees shall not be subject to "progressive discipline" (ie. the obligation to progress from written warning to suspension to termination) and may be terminated at any time. Rather, Casual employees may be disciplined at any level, up to and including termination, at any time. However, the Union may request a meeting to discuss the nature of the discipline or termination.

Regular staff members shall not be laid off before Casual staff member.

Casual staff positions shall not be required to be posted on University Hospital's website.

**ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED –**

**7.02 Holiday Designation:**

All Full Time staff members will be entitled annually to fifteen (15) holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The fifteen (15) holidays are:

New Year's Day	Martin Luther King's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas	Float Holiday (6)

Employees who wish to observe Juneteenth may do so by charging such absence to their yearly vacation days or float holidays in accordance with the Hospital's leave provisions and policies and such requests shall not be unreasonably denied. Those employees working in clinics that are not seeing patients for Juneteenth shall be provided with the option of using a Float Holiday or vacation day, and if the employee does not use a Float Holiday or vacation day for Juneteenth, then the employee shall work their regularly scheduled hours either in their normal assignment or in an alternate assignment, as determined by the Hospital based on its operational needs.

The six (6) float holidays will be issued to those Full and Part Time staff members who are in active pay status as of January 1st of each year.

~~Effective January 1, 1998, all~~ All negotiations unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from unpaid leaves of absence from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive the three (3) float holidays if they did not already receive float holidays for the particular year.

The staff member shall meet with his/her supervisor to schedule a mutually agreeable date for use of float holidays during the calendar year.

For staff subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur; e.g., if Christmas falls on Saturday it will be observed on Saturday. For staff subject to a Monday - Friday schedule, these holidays will be observed as follows:

If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on a Sunday, it will be observed the next day; Monday.

Staff members, absent compelling documentation of illness or emergency, who call off on the scheduled day before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

Regular Part Time staff shall be entitled to float holidays on a proportionate basis based on the number of hours hired to work.

Except in the case of an emergency, a request for float holidays must be submitted to the staff member's supervisor for review and approval at least five (5) days in advance of its intended use.

Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but not officially recognized Hospital holidays).

Supervisors shall have the right to require proof of an emergency. The Hospital agrees that such proof shall be kept confidential. Failure of a staff member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

#### **ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:**

##### **10.06 Tuition Refund:**

- A. Effective ~~January 1, 2020~~ January 1, 2025, the annual maximum reimbursement will be ~~three thousand seven hundred dollars (\$3700)~~ five thousand (\$5000) for courses successfully completed with a grade "C" or better. Full and part time employees must have been employed by the Hospital for at least one (1) year prior to be eligible for receipt of tuition reimbursement benefits. Employees who receive tuition reimbursement, and voluntarily separate their employment within twelve (12) months of the receipt of a reimbursement shall refund the Hospital the amount of the reimbursement received.

If a staff member takes a course at a school that allows for deferred tuition reimbursement, the staff member will not be required to pay the school first and then be reimbursed by the Hospital. Provided that the staff member successfully completes the course with a grade "C" or better and submits an appropriate invoice, the Hospital shall issue a check to the staff member (within the maximum amounts set forth in this paragraph) and the staff member shall submit such check to the school. However, it is the responsibility of the staff member to make such payments and the Hospital shall be held harmless from any disputes between the staff member and the school regarding tuition payments.

- B. There will be no reimbursement for incidental fees incurred in the courses.
- C. The Hospital will reimburse staff members within six (6) weeks of submission of tuition receipts and grades by the staff member.

- D. There shall be no cap on the number of semesters for which a staff member can receive tuition refund.
- E. Staff members in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at post-Master's degree "institutes" or equivalent programs in their fields.
- F. If a staff member is laid off and has received tuition reimbursement, the staff member will not have to return such reimbursement.

**10.07 Uniform Allowance:**

Where the Hospital requires employees to wear uniforms but chooses not to provide them, beginning July 1, 2025, the Hospital will give all full time employees an annual uniform allowance of two hundred and fifty (\$250).

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance in the fiscal year.

Where the Hospital requires employees to wear uniforms but chooses not to provide them, the uniforms worn by employees shall then comport with such standards as are or may be set forth by the Hospital in its dress code policies.

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or Part Time payments will be based on the staff member's status as of July 1st. The staff member must be in active pay status as of the date of payment.

**NEW ARTICLE SECTION XX- Non-Required Certification**

The Hospital supports its employees' professional growth and therefore, commencing October 1, 2025, the Hospital will provide negotiation unit employees two hundred fifty dollars (\$250) on a one-time basis for one (1) renewed or newly obtained certification that is related to, but not required for, the employee's job and that is granted by a reputable, recognized organization or institution in their profession. An employee will only be eligible to submit one certificate for this benefit.

To be eligible for this reimbursement benefit, the negotiations unit employee must have completed at least one (1) year of service in their current position at University Hospital.

In order to receive payment for certification, the employee must

1. Submit to Human Resources Compensation Services written justification of manner in which the certification pertains to the employee's job
2. Obtain prior written approval from the department and Human Resources Compensation Services of the certification

3. If denying the request, the department shall provide a substantive, detailed response to the employee's request. Should the employee request be denied, the employee may request that Labor Relations review the decision.
4. Once the certification has been obtained, submit to Human Resources Compensation Services the written justification, prior written approvals, and proof of the certification.

#### **ARTICLE 20. WAGES:**

##### **A) Compensation Plan:**

The Parties acknowledge the existence and continuation during the term of this Agreement of a Compensation Plan which incorporates in particular but without limit the following basic concepts;

- 1) A system of position classification with appropriate position description.
- 2) Job descriptions for all HPAE positions which are in the database shall be provided to the HPAE within one (1) month of ratification of this agreement. Other current job descriptions shall be provided as they become available or as requested by the Union.
- 3) A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position, if applicable.
- 4) Regulations governing the administration of the plan, including an Employee Performance Evaluation.
- 5) The authority, method and procedures to effect modifications as such are required. It is agreed that during the term of this Agreement, October 1, 2024 to September 30, 2027 the following salary and fringe benefit improvement shall be provided to eligible staff members in the unit within the applicable policies and practice of the Hospital and in keeping with the conditions set forth herein.

Subject to the conditions set forth in the paragraph below and subject to the State Legislature enacting appropriations for these specific purposes, the Hospital agrees to the following additional benefits, effective at the time stated herein:

##### **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:

Three (3) year contract, October 1, 2024 to September 30, 2027.

1. Effective the first full pay period in October 2024, the PH and PS Salary Tables in effect on September 30, 2024, will be increased by 1.25%. Employees who have completed at least one year of service on the preceding step as of September 30, 2024, will move one step on the PH or PS salary table effective October 1, 2024.

Effective October 1, 2024, employees on Step 20 of the PH or PS Salary Table shall receive a lump sum payment of 2.0% based on their salary September 30, 2024 (not to be added to the base salary), pro-rated for part-time employees.

2. Effective the first full pay period in October 2025, all rates of the PH and PS Salary Tables in effect on September 30, 2025 will be increased by 1.25%. Employees who have



completed at least one year of service on the preceding step as of September 30, 2025, will move one step on the PH or PS salary table effective October 1, 2025.

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Effective October 1, 2025, employees on Step 20 of the PH or PS Salary Table shall receive a lump sum payment of 1.25% based on their salary September 30, 2025 (not to be added to the base salary), pro-rated for part-time employees.

3. Effective the first full pay period in October 2026, all rates of the PH and PS Salary Tables in effect on September 30, 2026, will be increased by 1.25%. Employees who have completed at least one year of service on the preceding step as of September 30, 2026, will move one step on the PH or PS salary table effective October 1, 2026.

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Effective October 1, 2026, employees on Step 20 of the PH or PS Salary Table shall receive a lump sum payment of 1.25% based on their salary September 30, 2026 (not to be added to the base salary), pro-rated for part-time employees.

#### **ARTICLE 14. DISCIPLINE AND GRIEVANCES:**

##### **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. A negotiations unit employee shall be informed of their right to have a Union Representative present at a disciplinary conference.

The Hospital may place an employee on Administrative Leave without pay for a maximum of two (2) weeks pending investigation into the employee's misconduct. If the Hospital seeks to continue the Administrative Leave beyond two (2) weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay.

If the employee does not cooperate with the investigation which led to administrative leave without pay, the Hospital will provide written explanation of the delay to the Union prior to the extension of administrative leave without pay, then the administrative leave shall continue without pay. If the Hospital seeks to continue the Administrative Leave without pay beyond two (2) weeks as a result of the continuation of the investigation, any additional Administrative Leave shall be with pay.

If, following the conclusion of the investigation, it is determined that no suspension, written warning in lieu of suspension, or termination will be issued, then the employee shall be entitled to back pay for the period of time he or she was on Administrative Leave without pay.

If it is determined that an employee on unpaid administrative leave should be suspended, the employee shall receive a written warning in lieu of two (2) day suspension.

~~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. 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's 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 and the Union if present. 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.
10. 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.
11. 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.

**ARTICLE 24. EFFECTIVE DATE AND DURATION:**

This Agreement, except as otherwise stated shall be effective on October 1, ~~2024~~ 2024 and shall remain in effect through September 30, ~~2027~~ 2024.

This Agreement shall remain in full force and effect from the date of execution thereof through September 30, ~~2027~~ 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, ~~2021~~ 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 or his/her designee. Official notice to HP&E shall be made by addressing the President of HP&E.

For UH

*[Signature]*

Date:

10/14/24

For Union HPAE 5094

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

Date:

*[Signature]*  
*[Signature]*  
*[Signature]*

**10/14/2024- Tentative Agreement  
ARTICLE 1. AGREEMENT SCOPE**

This Agreement covers all non-supervisory, full and part-time professional ~~staff members negotiations unit employees staff members~~ of the Hospital (referred to herein as "staff members") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92- 115, dated February 7, 1992 and as amended by the supplementary Agreement between the Hospital and the Union, dated July 14, 1992, ~~who have satisfactorily completed their initial probationary period (referred to herein as "staff member") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary Agreement between the Hospital and the Union, dated July 14, 1992.~~ The Agreement also covers all employees, (including temporary, casual and per diem employees) required to be included in the negotiation unit pursuant to Workplace Democracy Enhancement Act, P.L. 2018, c.15. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

**4. EMPLOYEE STATUS**

**4.05 Probationary Period:**

All Full and Part Time staff members shall serve one hundred and eighty (180) calendar day probationary period following their initial date of hire. Time spent on an authorized leave shall not count towards fulfillment of the probationary period.

The Hospital reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time staff members. A staff member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

New benefit eligible employees will be eligible to use accrued sick leave, including New Jersey Earned Sick Leave after thirty (30) calendar days of employment from date of hire. Time spent on an authorized leave shall not count towards the probationary period. Vacations, holidays and float holidays may be used after ninety (90) calendar days from date of hire.

It is understood that employees in their initial probationary period do not have all of the rights and benefits of employees who have satisfactorily completed their initial probationary period. For the avoidance of doubt, and as further detailed herein, probationary employees are at-will employees and Probationary employees shall not be entitled to "just cause" protections with respect to discipline and termination, "progressive discipline," or grievance or arbitration procedures with respect to discipline or

termination. ~~Further, in accordance with the Hospital's existing policies and practices where applicable, and notwithstanding anything to the contrary herein, probationary~~ **Further notwithstanding anything to the contrary herein, P probationary** employees shall not be eligible for promotions or transfers; ~~the crediting of seniority status;~~ time or compensation for participation in educational programs, workshops, seminars, conferences and/or conventions **except for those that are required by the Hospital;** leaves of absences, except for University Hospital sick days and New Jersey Earned Sick Leave (as referenced above) and any other leaves required by law; clothing or uniform allowance; service on Hospital committees **except as required by the Hospital;** notice, or payment in lieu of notice, and vacancy, bumping, and recall rights in the event of a layoff or unit closure or reorganization; consideration of scheduling requests or preferences **(except as to the use of accrued vacation, holiday, and float holiday time upon the completion of 90 days of service, as referenced above);** or the reimbursement of costs associated with certifications.

For UH EMT

Date: 8/12/24

For HP AE 5094 Shauna Julian  
EMT  
RSA anale

Date: Olivia Valentin  
Janis Mad

08/12/2024-TA

ARTICLE 2. UNION STATUS

2.01 Recognition:

The Hospital recognizes the Union as the exclusive collective negotiations representative of every staff member covered by this Agreement.

At the time a new negotiations unit employee, subject to this Agreement is hired or transferred into the negotiations unit, the Hospital will deliver to negotiations unit employee a mutually agreed upon written notice provided by the Union which includes a list of Union Representatives (which Representatives are defined as negotiations unit employees under this Agreement who are authorized by the Union to represent it).

Directly after the completion of general orientation presentations, the Hospital's Human Resources representative will introduce the HP AE representative designated by the Union who will distribute orientation packets to the new HP AE employees. At that time, the representative designated by the Union, will be provided time, no less than thirty (30) minutes to speak to all new negotiations unit employees. The Hospital will continue the practice of providing the Union with notification of the names of new hires into negotiations unit titles, who are scheduled to attend each general orientation session. The Hospital shall provide the Union with notification of the names of newly transferred HP AE negotiations unit employees and within the first month of being transferred provide the Union with no less than thirty (30) minutes to speak to all transferred negotiations unit employees.

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For UH

*amr*

Date:

9/23/24

For Union HPAE 5094

*Christina [Signature]*  
*Jason [Signature]*  
*Olivia [Signature]*  
*[Signature]*  
*David [Signature]*  
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*[Signature]*  
*[Signature]*

Date:

*9/23/24*

09/23/2024- Tentative Agreement

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, in the first full pay period next following the receipt by the Hospital of the employee's signed authorization~~ within two (2) pay periods from the date of receipt from the Union of the new employee's signed dues deduction authorization.

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.




For UH

UNPO

Date:

8/5/24

For Union HP AE 5094

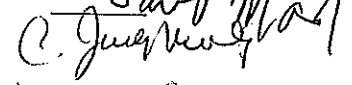


PSA scale





Date:



Shana Jean

08/05/2024- Tentative Agreement

**2.03 Transmission of Dues:**

As soon as operationally feasible, dues and initiation fees so deducted by the Hospital shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with the first and last name of each employee included, along with each employee's (1) ~~social security number~~, (2) Employee ID number, (3) (2) amount of HP AE dues, (4) (3) status (FT, or PT, or PD), (5) (4) Base Rate, (6) (5) amount of COPE deduction, and (7) (6) the applicable gross pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the Hospital the amount of Union dues and shall notify the Hospital of any changes in dues structure forty-five (45) days in advance of the requested date of such change. ~~By July 1, 2007, this~~ This information shall be available on-line for access by designated union officers. On-line access will allow for information to be downloaded in Excel format.



For UH

*[Handwritten signature]*

Date:

9/16/24

For Union HPAAE 5094

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*[Handwritten signature]*

Date:

9/16/24

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09/16/2024- Tentative Agreement

**ARTICLE 2. UNION STATUS**

**2.04 Union Representatives, Rights and Limitations:**

The Union shall furnish the Director of Labor Relations in the Office of Human Resources or other designee of the Hospital a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the departments and shifts for which they function. The Union shall notify the Hospital of any changes in the list within fifteen (15) working days of any change.

The Hospital will furnish the occupational title of every Hospital staff member such as the Vice President and Chief Executive Officer of the hospital, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the Hospital to be considered either the immediate supervisor of any negotiations unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the Hospital to interpret or apply the terms and provisions of the Agreement on behalf of the Hospital.

Both parties agree to recognize and deal with only properly authorized and empowered Hospital or Union representatives who are officially made responsible by the parties' written compliance with the Section.

It is agreed that the Union will appoint or elect up to ten (10) representatives and up to eight (8) officers who will be recognized by the Hospital in their defined authority to act for the Union. The names of these representatives and officers will be provided to the Director of Labor Relations and the Director of Human Resources Services and updated within thirty (30) days of any change.

Each representative will be provided one full day per fiscal year, without loss of pay, to be released for Union training. ~~Requests~~ When possible, requests ~~Requests~~ for Union training release time must be submitted no less than three (3) weeks in advance. If operationally feasible, exceptions will be considered. ~~Exceptions will be considered if operationally feasible.~~ Approval for release time for Union training is at the discretion of the Hospital and subject to operational needs. The Union training release day must be used in the fiscal year and cannot be carried over.

The Hospital agrees that during working hours, on its premises and without loss of base pay, or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the Hospital shall be allowed to:

- a) Represent staff members in the department/work unit.
- b) Investigate a grievance, provided such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the supervisor on duty should the Office of Human Resources be closed.
- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the Hospital) if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the Hospital.
- f) Attend/conduct membership meetings limited to a maximum of one hour. Any meetings conducted by the Union must be done during lunch or break time.

The authorized Union representative shall provide reasonable notification to his/her supervisor whenever he/she requests permission to transact such Union business. Permission will not be unreasonably withheld. It is understood that the supervisor has the right to seek rescheduling of appointments when the work situation warrants this.

## **2.06 Union Business:**

The Hospital agrees to provide leave of absence at the base rate of pay equal to the length of the staff member's regular work shift for officers of the Union to attend Union activities.

The Union shall have the right to designate any Union ~~officer~~ Board Member or Representative (Co-Presidents, Secretaries, Treasurer, and Grievance Chairpersons) for such leaves of absence for HPAE 5094 business. A total of twelve (12) days of such leave in the aggregate may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the Hospital is required. Written notice from the Union (including a Local Co-President), of the authorization of an individual to utilize such leave time shall be given to the staff member's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the Hospital.

In addition, the Hospital agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of twelve (12) days in the aggregate of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably denied by the Hospital. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.





For UH

*QUM*  
9124127

Date:

For Union HPAAE 5094

*[Handwritten signatures]*  
Jason Minott  
Chin Valentin  
C. [unclear]

Date:

Shana Julian  
RJ [unclear]

*[Handwritten signatures]*  
Sally [unclear]  
David Mag

09/23/2024- Tentative Agreement

2.07 Information and Data:

A full list of professional job titles and their respective salary ranges shall be appended to the collective negotiations agreement. This list is complete as of the date of ratification of this contract.

The Hospital shall continue to provide the Union with revisions of Hospital and Human Resources policies in a timely manner. The Union will be placed on an Email list to receive all notices of changes in Hospital policies and the changes in the Human Resources policies.

The Hospital shall maintain a union data library which shall contain the following information about negotiations unit employees: name, gender, Hospital ID, job title, current date of hire, department, classification description ( [~~FT or PT~~ FT, or ~~-PT, PD~~ (pending coding update in the system), exempt or non-exempt, bi-weekly standard hours] ), salary table, grade, step, hours per pay period, hourly rate, annual salary, home address, home and cell phone numbers to the extent available, personal email address to the extent available, and University Hospital email address. Access to the union library will be limited to a representative(s) designated by the union and agreed to with the Director of Labor Relations or his designee.

The Hospital shall maintain a listing of negotiations unit employees who have separated from the Hospital in the union data library, and this list shall be updated monthly. This list will include: name, Hospital ID, title, hire date, separation date, type of separation (termination, resignation, retirement or layoff), unit/school, and salary table.

All information the Hospital is required to provide will be provided in Microsoft Excel format.

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



For UH

*QINAV*  
9/6/24

Date:

For HP AE 5094

*[Handwritten signatures]*  
Date:

9/6/2024-Tentative Agreement

**ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

**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, as identified by the Union, are to be submitted to Compensation Services with copies sent to the ~~Director of Chief Human Resource Services~~ Officer 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 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.

If warranted, as a result of the review, additional compensation will be provided retroactive to the beginning of the pay period after the date the claim was received by Compensation Services. Should the claim be denied, the Union and the negotiations unit employee may request to meet with Compensation Services to discuss the decision. The decision of Compensation Services will be final, binding, and not subject to the grievance procedure. If appropriate and operationally feasible, any implementation will be effective within the next two (2) pay cycles.

**Acting and Interim Appointments**

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.

**New Article Section:**

**Job Reclassification, In Grade Salary Adjustment, and Secondary Appointment of Exempt Employees –**

**A. Job Reclassification**

Job reclassification is the formal and permanent change in a position's grade due to a substantive change in job content for a period greater than thirty (30) days. Reclassification may include a change in job title. Reclassifications may be initiated by either the employer or the Union on behalf of a negotiations unit employee by submitting a request to Compensation Services to reclassify the position, with copies sent to the Director of Labor Relations. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the supervisor, the Department and the Union within one hundred and twenty (120) calendar days from receipt of the request when operationally feasible. If appropriate, and operationally feasible, any implementation will be effective within two pay cycles from the date the decision was issued. Should the claim be denied, the Union and the negotiations unit employee may request to meet with Compensation Services.

**B. In Grade Salary Adjustment**

In-grade salary adjustments may be used by management to provide increases to employees who experience a demonstrable increase in their job duties or who have fallen behind in pay according to market factors.

Requests for In-Grade Salary Adjustments will be made in writing, by the Union, to Compensation Services, with copies sent to the Director of Labor Relations. A written decision shall be rendered in one hundred and twenty (120) calendar days when operationally feasible. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision.

**C. Out-of-Title Work**

Out-of-Title work is the performance of duties or the provision of special services by an employee, usually for an area other than his/her assigned department, unrelated to the normal duties of his/her regular position title.

Compensation to perform these responsibilities is at a rate to be determined by the Compensation Services Department based on the work to be performed. The Department must submit in advance a Request for Out-of-Title Approval to Compensation Services. The decision as to who is offered Out-of-Title work is at the department's discretion after consultation with the Compensation Services Department.

~~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.~~

If warranted, as a result of the review, additional compensation will be provided retroactive to the beginning of the pay period after the date the claim was received by University Hospital's Compensation Services. Should the claim be denied, the Union and the negotiations unit employee may request to meet with University Hospital's Compensation Services to discuss the decision. The decision of University Hospital's Compensation Services will be final, binding, and not subject to the grievance procedure. If appropriate and operationally feasible, any implementation will be effective within the next two (2) pay cycles.



For UH

*QVV*

Date:

*9/23/24*

For Union HPAA 5094

*Chris MA*

*Jason Quinn*

*John Valente-Dai*

Date:

*David Mord*  
*of Hebebron*

*Shawn Fagan*

*BDanale*

**09/23/2024- Tentative Agreement**

**3.03 Promotions and Transfers:**

Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements and the salary range for the position.

Staff members may bid online on any open position for which they qualify provided those positions are not being reserved for staff members affected by a layoff or intradepartmental postings.

All regular vacant negotiations unit positions will be posted on the University Hospital website. The announcement of the position vacancy will be posted daily online. Interested internal candidates are to apply online. Computer Kiosks for the purpose of accessing job vacancies will be available at each Human Resources Office.

~~Beginning thirty (30) days after ratification of this agreement,~~ Each internal applicant within a department who meets the minimum requirements of the job description and applies during the first five (5) days of posting for a higher classification within the same department, as identified on the position posting, shall be interviewed.

Each internal candidate will be notified in writing of the decision with respect to his or her candidacy on a timely basis. This decision will indicate: 1.) that the applicant has been offered the position, or 2.) that the applicant has not been offered the position, including a reason for such decision.

The Hospital agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position. Any dispute regarding this paragraph shall be grievable to Step Two of the grievance procedure with the decision at Step Two being final and binding.

Transfer in status or classification shall not delay the use of entitled benefits.

At the time of promotion, a staff member shall be provided the opportunity to negotiate his/her salary increase and shall receive written notice of final salary offer. Acceptance of the position constitutes acceptance of the salary, and the amount of the promoted staff member's salary shall not be subject to the grievance procedure. This provision shall not result in any promoted staff member being placed off guide.

Voluntarily transferred and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ~~ninety (90)~~ with a possible 30, 60, or maximum 90 calendar day extension ~~thirty (30) calendar day extension~~. Time spent on an authorized leave shall not count towards the probationary period. Reclassifications and Involuntary transfers within a Department do not serve a probationary period. Such staff member shall retain all benefits and rights pertaining to negotiations unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period.

At any time prior to the end of probation, the staff member may return to his/her former position, provided that it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for ~~six~~ three months. Should the staff member fail probation, the Hospital shall return the staff member to his/her former position if it is still available.



For UH UUM

Date: 9/16/24

For Union HPAE 5094

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Date:

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09106/2024- Tentative Agreement

**ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

**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 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.

1. 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.

2. ~~Upon mutual consent of the employee and their manager or immediate supervisor,~~ an 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.
  3. 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.
- D. 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 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. E. Employee's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).



For UH

*DM*

Date:

*10/22/24*

For Union HPAE 5094

*[Handwritten signature]*  
*Per Diem*

*Oliver Valentin Neri*  
*Jason Minotta*

Date:

*David Mad*  
*[Handwritten signature]*  
*Shauna Felician*

10/22/2024- Tentative Agreement

**ARTICLE 4. EMPLOYEE STATUS**

**4.07 Seniority:**

*A. Accrual:* Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. Per Diem employees shall accrue seniority within their job classification.

*B. Loss of Seniority:* A staff member's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

~~C.~~ *D. Layoff:* Layoffs shall be administered in accordance with University Hospital policy except as stated below:

Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff. Notwithstanding the foregoing, when evaluating the need for layoff of a Per Diem employee, availability, specialization, and operational needs will be considered in addition to seniority; when all other factors are equal, seniority will prevail.

If there is a facility closure, the affected employees shall be treated as laid off staff.

**1. Bumping and Vacancies**

Bumps shall be only as per the procedure below. Staff members shall be able to exercise bumping rights provided that they meet the requirements for the position.

A list of vacant positions will be available for review in the Human Resources offices.

A staff member who chooses to fill a vacancy or to bump another staff member and is

subsequently informed by the Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list. In situations where a higher paid staff member bumps an employee earning a lower salary, departments are encouraged to attempt to match the bumping staff member's current salary, but in no event may the salary offered be less than the salary of the staff member being bumped. In situations where a staff member is placed in a vacancy pursuant to "a", "b" or "c" below, departments are encouraged to attempt to match the staff member's current salary, but in no event may the salary offered be less than the amount budgeted for the offered position if such would represent a salary reduction for the staff member.

Within their respective departments/work units, regular staff members shall not be laid off before temporary or probationary staff members in the same job classification.

Staff members who have received layoff notices will be offered vacant positions as described in 4.07 a, or b, below prior to such vacancies being offered to staff members on the recall list.

University Hospital shall prepare layoff/bumping notices and serve the layoff/bumping notices to the staff member copying the Human Resources Generalist and the Union.

Upon receiving written notice of a layoff, the staff member will reply in writing to the Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether h/she wishes to accept layoff or to exercise his/her bumping and vacancy rights.

When an individual is identified for lay off, the staff member will follow Human Resources will initiate the process below within 2 business days following receipt of signed layoff notice from the negotiations unit employee.

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within University Hospital. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.
- b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered the opportunity to fill a vacancy in his/her immediate prior title. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "c" below. No Probationary period.
- c. Third, if the employee is not placed in a vacancy pursuant to "a", or "b", above, the employee may bump the least senior employee in his/her current title within University Hospital. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "d" below. Ninety (90) day probation, if an employee has less than 10 years'

seniority. Time spent on an authorized leave shall not count towards the probationary period.

- d. Fourth, if the employee is not offered the opportunity to bump pursuant to "c" above, the employee may bump the least senior employee in his/her immediate prior title. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Ninety (90) day probation, if an employee has less than 10 years' seniority. Time spent on an authorized leave shall not count towards the probationary period.
- e. Employees who exercise rights under provisions "a", or "b", above will not be required to serve a probationary period. Employees with ten (10) years of seniority and who exercise rights under provisions "c", or "d", above will not be required to serve a probationary period. Ninety (90) Ninety (90) day probation for employees with less than 10 years' seniority. Time spent on an authorized leave shall not count towards the probationary period.
- f. If a laid off employee is not offered a vacancy pursuant to Article 4.07 (1) "a", or "b", above, or the opportunity to bump pursuant to "c", or "d", above, the employee may opt to fill a vacancy in a lower classification in the Job Series which includes his/her job title at the time of layoff as listed below. If there is no vacancy, the employee may bump down into a lower classification in the Job Series which includes his/her title at the time of layoff. Either of these moves constitutes a voluntary demotion, and the employee will no longer have rights to a position in his/her title at the time of layoff or to a previously held title.
- g. The opportunity to fill a vacancy or bump into a lower classification in the Job Series will only be available to a laid off employee after all other rights to vacancies and bumping in current title and immediate prior title have been exhausted. No probationary period for employees with 10 or more years of seniority. Ninety (90) Ninety (90) day probation for employees with less than 10 years' seniority. Time spent on an authorized leave shall not count towards the probationary period. Refer to Appendix A- List of Job Series.

Vacancies shall be filled first before bumping. A list of vacancies shall be available for review in the Human Resources office.

Part-time staff members may not bump full-time staff members, however, they may bump other part-time staff at equivalent or less hours. Full-time staff may, however, bump part-time staff. Time off benefits for full-time staff bumping into a part-time position will be prorated. Prior to regular staff being placed on the recall list, regular staff may be placed in a vacant temporary position. A staff member placed into a temporary position will continue to be benefits eligible. Regular staff who are placed into a vacancy which is a temporary position may bid on any vacant positions. When the temporary position has ended, the regular staff member will be placed on the recall list for one (1) full year based upon their former title.

A staff member who is placed in a vacant ~~et~~ position other than a temporary position may not bid on a vacant position for a period of ~~six (6)~~ three (3) months. A staff member who bumps into a position other than a temporary position may not bid on a vacant position for a period of six (6) months

## **2. Special Categories of Employees**

All regular full or part-time staff members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- a. Staff members employed under a J-Visa shall not be eligible for coverage.
- b. Staff members employed under a H-Visa shall have bumping rights only into the same job classification.

## **3. Notice of Layoff and Information to the Union**

If in a thirty (30) day period, fifty (50) or more employees are subject to layoff, University Hospital will provide ninety (90) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.

If forty-nine (49) or less employees are subject to layoff, University Hospital will provide twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.07, 1. Bumping and Vacancies.

Upon receiving a written notice of layoff with rights, the staff member will reply in writing to Department of Human Resources within three (3) calendar days, the last of which must be a Monday – Friday business day, indicating whether the member chooses to exercise such rights or elects to be placed on the recall list. If the Department of Human Resources does not receive a response from the staff member within two (2) days, the last of which must be a Monday – Friday business day, of his/her being notified of the department within which the employee is being placed or bumping into, then the staff member will be placed on the recall list.

University Hospital shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. Such notice shall be provided, by mail, fax or email, within twenty-four (24) hours of the staff member's receipt of the layoff notice. In the event that five or more staff members are laid off within a pay period, the Hospital shall, upon notification to the Union of the names and job titles of the staff members affected by the layoff, provide the Union with a full up to date seniority list in Excel format.

## **4. Recall Rights**

Laid off staff members, in the order of Hospital seniority, have first recall rights beginning with the title and job requirements of the position from which they are laid off, to positions with comparable or lower requirements within the same classification series.



A staff member who has been laid off with rights under this provision will be subsequently notified if a position in his/her former title for which h/she is qualified is now available for re-employment.

All laid off staff who have been employed for at least a year shall retain their rights of recall for one (1) years from the date of layoff. Should a laid off staff member refuse a position when recalled, s/he shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to ten percent (10%) less than the salary of their former position. If more than one (1) staff member in the same job title is laid off, Hospital-wide seniority will be utilized to determine recall rights. Should an employee be recalled to a position other than the one they were laid off from, the employee has the option of refusing the position and continuing on the recall list (not to exceed one years from the layoff). If the employee accepts the position, s/he shall not have bidding rights for a period of ~~one (1) year~~ six (6) months.

Upon recall, a staff member shall retain his/her original date of hire.

#### **5. Continuity of Services**

The Hospital agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.

#### **4.08 J-Visa and H-Visa Employees:**

As part of its notification to the Union of a Labor Condition Application filed with the U.S. Department of Labor, the Hospital shall, if allowable by law, provide the Union with the name of each individual for whom the application is being made.

#### **4.09 Confidential Employees**

When new professional confidential titles are created, the Hospital will send a copy to the Union's HPAE Representative and the Local's Co-Presidents within 30 days of posting, and the Union may request a meeting with Labor Relations to discuss the reasons for the confidential designation. The same notification process shall be followed within 30 days of conversion of an incumbent union member to confidential status. The Union retains the right to challenge such a designation.

### **ARTICLE 5. WORK TIME**

#### **5.06 Inclement Weather:**

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather Hotline (telephone), and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to University Hospital.

2. Employees will be assigned at the sole discretion of the Hospital as either:

Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.

Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.

3. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgment from the employee, which shall be promptly forwarded to Human Resources. Until the Hospital obtains an integrated electronic system, the Hospital will make reasonable, diligent efforts to provide the Union upon request shall provide the Union an electronic copy of negotiations unit employees' status. on a quarterly basis and upon the Union's request.

4. If the Hospital declares an Inclement Weather Emergency, non-exempt Category Red employees will be paid as follows:

- a. Employees who arrive for their assigned shifts on time will be paid a differential of 20% of their regular rate of pay for all hours worked.
- b. Employees who report up to two (2)-hours late for their assigned shift shall be paid their regular rate of pay for all hours worked and will be paid for the time, up to two hours, they were late. Employees must adhere to the department's call in procedure regarding lateness.
- c. Employees who report for their assigned shift more than two hours late will be paid their regular rate of pay for hours actually worked only. Employees must adhere to the department's call in procedure regarding lateness.

5. If the Hospital declares an Inclement Weather Emergency, exempt Category Red Employees will not be paid additional compensation for working during the Inclement Weather Emergency, but ~~may, at the discretion of management,~~ may be provided compensatory time if they work their full normal work day or arrive for their work day within two (2) hours of the scheduled start of the day equivalent hours their full normal work day or equivalent hours during an Inclement Weather Emergency, to be used in accordance with Article 6.02. If a Category Red exempt employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and may also be subject to discipline in accordance with the

Attendance Policy at the discretion of management. However, the Department Head may advise an exempt Category Red employee in writing (which includes an e-mail) that the employee does not need to come to work that day, in which case, the employee may utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during the Inclement Weather Emergency.

6. Category Red non-exempt and exempt employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration. Employees shall be permitted to work from home on a declared Inclement Weather Emergency day only upon written approval (which includes an e-mail) of the Department Head.
7. Category Blue exempt and non-exempt employees will not report to work on a declared Inclement Weather Emergency. Category Blue exempt and non-exempt employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.
8. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until management authorize the employee to leave. The negotiations unit employee shall be paid for all times required to remain on duty during a state of emergency. In no case, however, will management mandate an employee to work more than 16 hours without a significant rest break (4 hours minimum). The rest break ~~shall be paid in accordance with Article 10.08 On-Call~~ will be unpaid and not count as time worked. ~~will be unpaid and not count as time worked~~
9. The Hospital maintains the right to require a Category Blue employee to report to work if management determines they are needed in order to provide safe and effective patient care. In those cases, they will be treated as a Category Red employee for that instance. When-If operationally feasible, the Hospital shall may provide opportunities for Category Blue employees who are converted to Category Red employees in an emergency, the option to work remotely if the employee already telecommutes on a regular basis as part of their work for University Hospital. In those cases, they will be treated as a Category Red employee for that instance.

## **ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:**

### **10.01 Terminal Benefits:**

A Full Time or Part Time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a. ~~Twenty-eight (28)~~ If, in a thirty (30) day period, fifty (50) or more employees are subject to layoff, University Hospital will provide ninety

- (90) days' notice or compensation at the staff member's regular compensation rate to the extent such notice is deficient.
- b. If 49 or less employees are subject to layoff, University Hospital will provide twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.07, 1. Bumping and Vacancies.
  - c. Accrued but unpaid vacation and compensation time to the staff member's termination date.

### New Article xx - Remote Work Arrangements

Regular negotiations employees may request consideration for telecommuting from their departmental management or departments may designate negotiations unit employees for telecommuting based upon operational benefits to the organization **per University Hospital policy dated February 28, 2022, and as amended or rescinded.**

For UH

*[Handwritten Signature]*

Date:

*10/22/24*

For Union HPAE 5094

*[Handwritten Signature]*  
*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

Date:

*[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*

10/22/2024- Tentative Agreement

**ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED**

**7.06 Vacation Amount:**

Vacation accruals for newly hired or rehired staff members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the staff member's date of hire or rehire.

Vacation time will accrue in each fiscal calendar year in accordance with the following schedule. The annual rate will change in the month when the staff member reaches a service milestone if the staff member's anniversary date is before the 16th of the month and will change effective the following month if the staff member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one calendar year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from a staff member's department head and the Director of Human Resources.



For UH

*Ann*  
9/24/24

Date:

For Union HPAE 5094

*Edt Br*  
*ES Danate*  
*Nick H*  
*David M*  
*Chapman*  
Date: *Jason Minott*  
*C. Gustav*  
*Shana Julian*

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**7.10 Sick Leave; Entitlement and Amount:**

1. Accrual

All staff members shall accrue sick days on the basis of one (1) day per month based upon the standard day for their classification as defined Section 7.01, Standard Day. Part time employees shall accrue sick leave on a pro-rated basis. Per Diem and Casual staff members are not eligible to accrue sick time, unless required by law. Sick pay accruals are cumulative from one year to the next. Temporary full time staff members are ineligible to accrue sick days during the first six (6) months of employment.

Throughout this Agreement "Sick Time" or "Sick Days" shall refer to University Hospital accrued Sick Time, unless otherwise identified.

2. FMLA

For employees taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks, unless the employee has paid time accruals exceeding that amount of time. In cases where the employee has in excess of twelve (12) weeks of paid time accrued, the maximum length of leave time shall be equal to the lesser of the employee's paid time accrual or twelve (12) months. However, employees hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time. All paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option. For employees applying for New Jersey Temporary Disability, they must use up to two (2) weeks of accrued sick time based on the standard week of their job classification which will be pro-rated for Part-Time employees. However, no employee shall be required to use any accrued sick time which would result in their having less than one (1) weeks' worth of that time. This will be pro-rated for Part-Time employees. In the event an employee

requires leave time exceeding twelve (12) weeks and has exhausted paid time accruals, he/she may be eligible for paid time in accordance with the Staff Leave Donation policy. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave.

### 3. Seriously Ill Family Member

Per Hospital policy, an employee can use up to ten (10) accrued sick days, float holidays, and then vacation accruals if available to take care of a seriously ill family member, based on the standard day classification of their job as defined Section 7.01 Standard Day, which will be pro-rated for Part-Time employees.

### 4. Emergency Sick Time Advance

Staff members with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances:

- A. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.
- B. The staff member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.
- C. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.
- D. The application must also be approved by the Director of Human Resources Services or his/her designee.
- E. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II Hearing Officer is final and not subject to arbitration.

### 5. New Jersey Earned Sick Leave

Employees accrue New Jersey Earned Sick Leave on the basis of one (1) hour New Jersey Earned Leave for every thirty (30) hours worked, with a maximum accumulation up to forty (40) hours in a benefit year, July 1<sup>st</sup> to June 30<sup>th</sup>. Employees who are scheduled to work twelve (12) hour shifts shall be permitted once per benefit year to use New Jersey Earned Sick Leave in a four (4) hour increment (rather than a full-shift increment) provided that they must also utilize eight (8) hours of University Hospital sick leave (or if none is available vacation or float holiday time) to cover the remainder of their shift. **Such use of University hospital sick leave for purposes authorized by the New Jersey Sick Leave Law, and in accordance with the notice and documentation requirements of the New Jersey Sick Leave Law, shall not constitute a violation of the Attendance Control Policy.** ~~The negotiations unit employee shall be permitted to utilize vacation or float~~



holiday time to supplement the balance of University Hospital sick leave if unavailable.

Employees may use only forty (40) hours of New Jersey Earned Sick Leave in a benefit year. New Jersey Earned Sick Leave shall run concurrently with FMLA and NJFLA.

Employees may carryover a maximum forty (40) hours of New Jersey Earned Sick Leave from one (1) benefit year to the next.



Date: 9/24/24  
For UH: CMB  
For Union HPAE 5094

*[Handwritten signatures and initials]*  
CMB  
C. J. ...  
Shana Khan

Date:

09/24/2024- Tentative Agreement

**ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED –**

**New Article replacing current Article 7.12 Leave for Death or Serious Illness in Immediate Family**

**ARTICLE 7.12 Bereavement Leave**

A. Immediate Family Member

~~Beginning January 1, 2025, negotiations unit employees will be entitled one (1) bereavement day annually. The bereavement day does not accumulate and unused time will not be carried over or paid out upon separation.~~

~~In addition to the above, at~~ At the time of death of an immediate family member, an employee will be granted bereavement leave hours equal to up to three (3) standard workdays based on their position classification, as defined in Article 4.02 provided paid sick leave or other paid leave is accumulated to the credit of the employee and is so charged. The employee will be salary deleted if employee has no available time to use.

Three (3) standard workdays shall be equivalent to the following number of hours based on the position classification, as defined in Article 4.02:

If an employee's position classification is 35 hours per week they shall receive 21 hours of bereavement leave for the death of an immediate family member.

If an employee's position classification is 37.5 hours per week they shall receive 22.5 hours of bereavement leave for the death of an immediate family member.

If an employee's position classification is 40 hours per week they shall receive 24 hours of bereavement leave for the death of an immediate family member, except those employees

scheduled to work 3 consecutive 12 hour shifts ~~over 3 consecutive calendar days~~ shall be entitled to utilize 36 hours of bereavement leave for those days.

Regular Part-Time employees will receive pro-rated benefits.

Members of the family are defined as spouse, domestic partner, civil union partner, parent, child, grandparent, grandchild, brother or sister, parent-in-law, brother-in-law or sister-in-law, aunt or uncle, niece or nephew or other relative or significant other living in the employee's household.

#### B. Use Within Thirty (30) Days

Such bereavement leave time must be used within thirty (30) days of death of the family member. If an employee requests to use bereavement leave time beyond the thirty (30) day period, such request shall not be unreasonably denied.

#### C. Extension of Bereavement Leave

If an employee wishes to extend the leave beyond three (3) standard workdays due to travel or other responsibilities, such request will not be unreasonably denied, but that time will be deducted from the employee's accumulated vacation or float holiday time. If vacation or float holiday time is not available, employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

#### D. Proof of Death

Management retains the right to request and receive written verification of the death. (Examples may include a funeral program or obituary.)

#### E. Eligibility

The following employees are eligible to receive bereavement leave benefits: Regular Full-Time employees, Regular Part-Time employees employed for twenty (20) hours or more per week and Full-Time Temporary Employees employed for six (6) months or more. Regular Part-Time employees will receive pro-rated benefits. Casual, Per Diem, and Part-Time Temporary employees are not entitled to benefits provided by this section.

For UH

Date:

*MA*  
*8/3/2024*

For Union HPAE 5094

*[Signature]*  
*Chris Qui*  
*Bar Mad*  
*RJ Acale*  
*[Signature]*  
*Shana Swan*

Date:

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**7.13 Jury Duty Leave Amount:**

Staff members shall be granted necessary time off, at the staff member's base rate of pay, when s/he is summoned and performs jury duty as prescribed by applicable law and provided the staff member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or work week for the staff member.

An employee who regularly works the night shift will be paid for the day on which the jury duty is served, if the employee was scheduled to work that night or the night prior, based on the standard day work hours for his/her job classification.

The receipt of a notice to report for jury duty must be reported immediately to the staff member's supervisor.



For UH

*elm*  
9/23/24

Date:

For Union HPAE 5094

*[Handwritten signatures]*  
Jason *Minota*  
*Olivia Val...*  
*N...*

Date:

*David May*  
*C. J...*  
*Shayna Julian*  
*Arthe Ross*  
*RJA*

09/23/2024- Tentative Agreement

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.17 Meal Period:

Non-exempt staff authorized to work through their regularly scheduled meal period will be paid in accordance with the Federal Labor Standards Act (FLSA). time and one half or compensatory time at the rate of time and one half for such meal period. who work during their regularly scheduled meal period will, at the option of the Hospital, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall continue to be granted an unpaid meal period.





For UH Onro  
Date: 9/16/24

For Union HPAAE 5094

Christina Park

Shauna Lillian

Atlekenovats

Cathy Boy

Nancy

Date:

9/16/24

Queen Valentin

David Mad

J. Dubelt

09/16/2024- Tentative Agreement

**ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:**

**10.02 Resignation:**

A staff member who terminates by resignation will give the Hospital twenty one (21) calendar days written notice. Staff who resign and provide the twenty one (21) calendar days' written notice will be entitled to all accrued but unused vacation and time, less any sick time advanced but not accrued. If an employee has approved vacation, Float Holiday, or scheduled sick time prior to the submission of resignation, which falls during the notice period, that time shall not count towards fulfilling the notice period. Staff that resign and fail to provide the twenty one (21) days' written notice shall forfeit accrued but unused vacation time, less any sick time advanced but not accrued, as follows:

- Staff that resign with less than three (3) calendar days' notice shall forfeit 100% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least fourteen (14) calendar days, but less than twenty-one (21) calendar days' notice shall be entitled to 75% of their accrued but unused vacation time, less any sick time advanced but not accrued;
- Staff that resign and provide at least seven (7) calendar days, but less than fourteen (14) days' notice shall be entitled to 50% of their accrued but unused vacation time, less any sick time advanced but not accrued;

- Staff that resign and provide at least three (3) calendar days, but less than seven (7) calendar days' notice shall be entitled to 25% of their accrued but unused vacation time, less any sick time advanced but not accrued.

If an employee calls out sick after submitting resignation, they shall be salary deleted, unless a doctor's note is presented.

Notwithstanding the foregoing, Staff that resigns due to documented unforeseen circumstances beyond the employee's control that required the employee to resign without providing the twenty-one (21) calendar days' written notice shall be entitled to 100% of their accrued but unused vacation and time, less any sick time advanced but not accrued, so long as the employee provided the Hospital, at the time of resignation, with sufficient documentation in support of the unforeseen circumstances and as much notice of the resignation as was practicable under the circumstances. In circumstances where a claim of unforeseen circumstances has been made, pPrior to deducting vacation balances, such documentation shall be reviewed by the Office of Labor Relations, the negotiations unit employee, and a union representative provided the negotiations unit employee requests to have union representation at such meeting.

Staff members who terminate by resignation or for any other reason must return all Hospital property, including but not limited to ID cards, and keys, and computer software.

Failure to return this property will allow Hospital Management to withhold final paychecks.

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) float holidays within the last three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved. Such request shall not be unreasonably denied.

#### **10.05 Continuing Education:**

A staff member may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The Hospital will make a reasonable effort to approve such participation.

The Hospital will grant time off without loss of pay to those staff members approved to attend Continuing Education conferences.

Every Full-Time negotiations unit member may request time off with pay in blocks of time equal to the standard day of their classification as defined in Article 7, Section 7.01 their regular work day for the purpose of attending three (3) days of Continuing Education

Programs and/or to take certification exams. The request must be made, in writing, at least two (2) weeks prior to the Continuing Education Program for which release is sought or at least two (2) weeks prior to the scheduled examination. Courses for which release is sought must be related to the employee's current job duties. Part time negotiations unit members shall be entitled to time off with pay in a block equal to their regular work day for the purpose of attending one (1) day of Continuing Education Programs and/or certification exam.

With permission from his/her supervisor, exempt staff members shall be entitled to adjust his/her schedule to attend such conferences.

Staff members shall be allowed to complete mandatory, Hospital web-based courses, during regular work hours.

Night shift staff members may request time off on the day directly prior or the day directly after the Continuing Education program. However, the Hospital shall decide whether the employee receives the time off on the day before or the day after the Continuing Education program based on operational considerations. Staff members will receive a response to their request for participation within two (2) weeks of submission. All travel arrangements must be made in conformance with Hospital policy in order to be reimbursable.

The Hospital agrees to reimburse staff members for the tuition/registration fees associated with obtaining and/or maintaining "certifications" required by the Hospital or the State of New Jersey for the position in which they are currently employed by the Hospital. Such reimbursement shall be in accordance with Article 10.06 and charged to the employee's tuition reimbursement allowance. Within 90 days of completion of the seminar, the signed certificate/proof of attendance shall be submitted to Human Resources, and reimbursement will be paid within six (6) weeks of submission.

If the Hospital directs the employee to attend training session, certification class and/or continuing education program: (a) the Hospital will notify the Employee in advance of the program, (b) the Hospital will assume the cost of the training session, certification class and/or continuing education program, and (c) the employee shall be released from his normally scheduled shift in order to attend training sessions, certification classes and/or continuing education programs as directed by the Hospital.

**Effective January 1, 2017, if** If an applicant or employee accepts a position, or promotion to a position, at University Hospital which requires the successful completion of training and/or achievement of certification in order to provide the employee with the skills necessary to perform the duties of that position, the applicant or employee shall commit to reimbursement of the Hospital for the training expenses, such as third party training costs, travel (up to a maximum of \$800 per trip for round-trip airfare), meals and lodging, etc., which have been incurred by the Hospital, if the employee voluntarily separates from the Hospital within two (2) years of the training and/or achievement of certification (3 years for new hires as set forth below). This obligation shall also apply to employees that are in

their existing positions when they receive training or certification on or after January 1, 2017 that provides them with the skills necessary to perform the duties of the position. This obligation to reimburse the Hospital shall not be applicable to an employee that is terminated for cause or laid off by the Hospital.

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.

The employee will be provided with an individualized training agreement at the time he/she is sent for such education/training. The individualized training agreement will include an estimate of the cost of training expenses that the employee would have to reimburse in accordance with this Section, although it is understood that the reimbursement will be based upon the actual expenses.

Notwithstanding the foregoing, an employee that voluntarily separates from the Hospital due to unforeseen circumstances beyond the employee's control that required the employee to separate from the Hospital in less than two (2) years from completion of the training and/or achievement of the certification shall not be required to reimburse any amount under this Section, so long as the employee provided the Hospital with sufficient documentation in support of the unforeseen circumstance that was beyond the employee's control and provided as much notice of the separation as was practicable under the circumstances. It is understood that leaving for a higher paying job shall not be deemed to be an "unforeseen circumstance beyond the employee's control" under this Section.

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.

For UH

*QUMD*

Date:

*11/22/24*

For Union HPAE 5094

*Christina PFA*  
*R. Donale*  
*Joseph Minotti*  
*David May*  
*Chris Valentin*  
*Nick M...*  
*C. M...*  
*Alexandra...*  
*with...*

Date:

10/22/2024- Tentative Agreement

**ARTICLE 17 SUBCONTRACTING**

If the Hospital contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the Hospital agrees that, at least five (5) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the Hospital agrees to give displaced staff consideration concerning other positions at the Hospital for which they are qualified.

If, in a thirty (30) day period, fifty (50) or more employees are subject to layoff, University Hospital will provide ninety (90)\_days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient.

If 49 or less employees are subject to layoff, University Hospital will provide twenty-eight (28) days' notice or compensation at the employee's regular compensation rate to the extent such notice is deficient. When a layoff notice is served to the employee, Human Resources will meet and discuss applicable options as set forth in Article 4.07, 1. Bumping and Vacancies.

~~If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days' notice prior to being laid off.~~



For UH

*EMM*

Date:

*8/5/2024*

For Union HPAE 5094

*[Signature]*

*Shana Wilson  
RDR*

Date:

*April V. Day  
and More*

**08/05/2024- Tentative Agreement**

**APPENDIX A**

**JOB SERIES**

For the purposes of Article 4.07(f), the following is a list of Job Series that staff may bump down into, pursuant to the conditions set forth below:

**Staff Assistants**

Staff Assistant I	Grade 21
Staff Assistant II	Grade 20
Staff Assistant III	Grade 19
Staff Assistant IV	Grade 18
Staff Assistant V	Grade 17

**Accountants**

Sr. Accountant	Grade PS 22
Accountant	Grade PH 18

**Grants & Contracts Analysts**

Grants & Contracts Analysts I	Grade PS 27
Grants & Contracts Analysts II	Grade PS 24
Grants & Contracts Analysts III	Grade PS 21

**Biomedical Equipment Technicians**

Biomedical Equipment Tech I	Grade PH 21
Biomedical Equipment Tech II	Grade PH 19

**Nutritionists**

Nutritionist I	Grade PS 24
Nutritionist II	Grade PS 22
Nutritionist III	Grade PS 20

**Budget Analyst**

Budget Analyst I	Grade 25
Budget Analyst II	Grade 22
Budget Analyst III	Grade 18

**Programmer Analyst**

Programmer Analyst II	Grade 28
Programmer Analyst III	Grade 25

**User Support Specialist**

User Support Spec II	Grade 28
User Support Spec III	Grade 24

**Physician Assistant**

<u>Physician Asst - Surgical</u>	<u>Grade 37</u>
<u>Physician Asst</u>	<u>Grade 35</u>

**QAPI Coordinator**



<u>QAPI Coor</u>	<u>Grade 34</u>
<u>QAPI Coor II</u>	<u>Grade 30</u>

The ability to bump between the grades described above is not automatic and will only be permitted if the employee is qualified for the position sought, in the sole discretion of the Hospital. The Hospital's decision as to qualifications is based on an analysis of the actual job duties for the position sought and the employee's qualifications. The Hospital's determination about an Employee's qualifications and decision whether ~~they~~ he may bump pursuant to Article 4.07(f) is not subject to arbitration.







**Biomedical Equipment Technicians**

Biomedical Equipment Tech I	Grade PH 21
Biomedical Equipment Tech II	Grade PH 19

**Nutritionists**

Nutritionist I	Grade PS 24
Nutritionist II	Grade PS 22
Nutritionist III	Grade PS 20

**Budget Analyst**

Budget Analyst I	Grade 25
Budget Analyst II	Grade 22
Budget Analyst III	Grade 18

**Programmer Analyst**

Programmer Analyst II	Grade 28
Programmer Analyst III	Grade 25

**User Support Specialist**

User Support Spec II	Grade 28
User Support Spec III	Grade 24

**Physician Assistant**

Physician Asst - Surgical	Grade 37
Physician Asst	Grade 35

**QAPI Coordinator**

QAPI Coor	Grade 34
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QAPI Coord II	Grade 30
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**Clinical Audiologist**

Clinical Audiologist	Grade 33C
Sr. Clinical Audiologist	Grade 35C

**Decision Support Analyst**

Decision Support Analyst	Grade 28
Sr. Decision Support Analyst	Grade 30

The ability to bump between the grades described above is not automatic and will only be permitted if the employee is qualified for the position sought, in the sole discretion of the Hospital. The Hospital's decision as to qualifications is based on an analysis of the actual job duties for the position sought and the employee's qualifications. The Hospital's determination about an Employee's qualifications and decision whether they may bump pursuant to Article 4.07(f) is not subject to arbitration.





For UH *cert*

Date: *8/12/24*

For Union HPAE 5094

*[Signature]*

*Shauna Julian*

*PS Lane*  
*[Signature]*

Date:

08/12/2024- Tentative Agreement  
HPAE LOCAL 5094 Titles & Grade \* Need to Update

<u>PH Table</u>		
<u>Title</u>	<u>Table</u>	<u>Grade</u>
<u>ASST BUYER</u>	<u>PH</u>	<u>17A</u>
<u>ASST COOR</u>	<u>PH</u>	<u>22A</u>
<u>BIOMEDICAL EQUIP TECH I</u>	<u>PH</u>	<u>21C</u>
<u>BIOMEDICAL EQUIP TECH II</u>	<u>PH</u>	<u>19C</u>
<u>BLOOD BANK TECHNOLOGIST</u>	<u>PH</u>	<u>23A</u>
<u>BUYER</u>	<u>PH</u>	<u>19A</u>
<u>CLINICAL AUDIOLOGIST</u>	<u>PH</u>	<u>33C</u>
<u>CYTOTECHNOLOGT</u>	<u>PH</u>	<u>23B</u>
<u>ELECTROPHYSIOLOGY SPEC</u>	<u>PH</u>	<u>33C</u>
<u>EXERCISE PHYSIOLOGIST</u>	<u>PH</u>	<u>22C</u>
<u>HISTOTECHNOLOGIST</u>	<u>PH</u>	<u>22A</u>
<u>LOW VISION THERAPIST</u>	<u>PH</u>	<u>26C</u>
<u>MEDICAL TECHNOLOGIST</u>	<u>PH</u>	<u>22A</u>
<u>NUCLEAR MED FUSION IMAGING TECHNOLOGIST I</u>	<u>PH</u>	<u>34C</u>
<u>NUCLEAR MED FUSION IMAGING TECHNOLOGIST II</u>	<u>PH</u>	<u>32C</u>
<u>NUCLEAR MED TECHN</u>	<u>PH</u>	<u>30C</u>
<u>OCCUPATIONAL THER</u>	<u>PH</u>	<u>31C</u>
<u>PHYSICAL THER UH</u>	<u>PH</u>	<u>31C</u>
<u>PROG ASST</u>	<u>PH</u>	<u>17A</u>
<u>QA TECHNOLOGIST</u>	<u>PH</u>	<u>24A</u>
<u>RADIATION THERAPIST</u>	<u>PH</u>	<u>33C</u>



<u>RECREATIONAL THER</u>	<u>PH</u>	<u>22C</u>
<u>RES STUDY COOR</u>	<u>PH</u>	<u>18A</u>
<u>SPEECH THER I UH</u>	<u>PH</u>	<u>30C</u>
<u>SPEECH THER II UH</u>	<u>PH</u>	<u>31C</u>
<u>SR BIO MEDICAL TECH</u>	<u>PH</u>	<u>23C</u>
<u>SR CLIN AUDIOLOGIST</u>	<u>PH</u>	<u>35C</u>
<u>SR INPAT CODER</u>	<u>PH</u>	<u>25B</u>
<u>SR PHYSICAL THER</u>	<u>PH</u>	<u>29C</u>
<u>SR RADIATION THER</u>	<u>PH</u>	<u>32C</u>
<u>SR RECREATIONAL THER</u>	<u>PH</u>	<u>23C</u>
<u>SR RESP THER</u>	<u>PH</u>	<u>27C</u>
<u>STAFF PHARMACIST</u>	<u>PH</u>	<u>37C</u>

<u>PS Table</u>		
<u>Title</u>	<u>Table</u>	<u>Grade</u>
<u>ACTING PAYROLL PROCESSING COOR</u>	<u>PS</u>	<u>23S</u>
<u>ADMIN ANAL IV</u>	<u>PS</u>	<u>19S</u>
<u>ADMIN COOR II</u>	<u>PS</u>	<u>19S</u>
<u>ADMIN COOR II DNU</u>	<u>PS</u>	<u>19S</u>
<u>ADMIN SPECIALIST</u>	<u>PS</u>	<u>23S</u>
<u>APPEALS COOR</u>	<u>PS</u>	<u>27S</u>
<u>APPEALS SPECIALIST</u>	<u>PS</u>	<u>22S</u>
<u>ASST CHAPLAIN</u>	<u>PS</u>	<u>22S</u>
<u>ASST TRAUMA REGISTRY COOR</u>	<u>PS</u>	<u>25S</u>
<u>BILLING &amp; CODING ANALYST</u>	<u>PS</u>	<u>24S</u>
<u>BRACHYTHERAPY SVCS COOR</u>	<u>PS</u>	<u>27S</u>
<u>BUDGET ANAL I</u>	<u>PS</u>	<u>26S</u>
<u>BUDGET REIM ASST</u>	<u>PS</u>	<u>23S</u>
<u>BUDGETARY ADMIN ANALYST I</u>	<u>PS</u>	<u>22S</u>
<u>BUDGET-DECISION SUPP ANALYST</u>	<u>PS</u>	<u>28S</u>
<u>BUSINESS SYS ANAL</u>	<u>PS</u>	<u>26S</u>
<u>BUSINESS SYS COORD</u>	<u>PS</u>	<u>24S</u>
<u>CANCER CONFERENCE COORDINATOR</u>	<u>PS</u>	<u>22S</u>
<u>CANCER REGISTRY INFO SPEC I</u>	<u>PS</u>	<u>26S</u>
<u>CARE COORDINATION SPECIALIST</u>	<u>PS</u>	<u>25S</u>
<u>CHARGE INTEGRITY ANALYST</u>	<u>PS</u>	<u>35S</u>
<u>CHILD LIFE SPECIALIST</u>	<u>PS</u>	<u>22S</u>
<u>CLIN CARE COOR</u>	<u>PS</u>	<u>31S</u>
<u>CLIN COOR TRANSPLANT PROG</u>	<u>PS</u>	<u>31S</u>



<u>CLIN DOC &amp; CODG INTY SPEC</u>	<u>PS</u>	<u>30S</u>
<u>CLIN DOC &amp; CODING INTY SPEC</u>	<u>PS</u>	<u>30S</u>
<u>CLIN PHARMACIST SPEC</u>	<u>PS</u>	<u>38S</u>
<u>CLINICAL NURSE ABTRACTOR</u>	<u>PS</u>	<u>30S</u>
<u>CLINICAL PROC IMPROVEMNT ENG</u>	<u>PS</u>	<u>32S</u>
<u>COMM HEALTHCARE CHAPLAIN</u>	<u>PS</u>	<u>24S</u>
<u>COMMUNITY SERVICES COOR</u>	<u>PS</u>	<u>23S</u>
<u>CONTRACT ADMINISTRATOR</u>	<u>PS</u>	<u>28S</u>
<u>COOR BUDGET SVCS</u>	<u>PS</u>	<u>27S</u>
<u>COOR GRANT DEV COMMUNICATNS</u>	<u>PS</u>	<u>26S</u>
<u>COOR MULTIMEDIA DESIGN</u>	<u>PS</u>	<u>28S</u>
<u>COOR SPEC VENDOR PROG</u>	<u>PS</u>	<u>22S</u>
<u>COORDINATOR CATERING SERVICES</u>	<u>PS</u>	<u>22S</u>
<u>COUNSELOR</u>	<u>PS</u>	<u>28S</u>
<u>CULTURAL LIAISON</u>	<u>PS</u>	<u>21S</u>
<u>DATA ANALYST</u>	<u>PS</u>	<u>26S</u>
<u>DATA BASE ANAL</u>	<u>PS</u>	<u>28S</u>
<u>DATA QUALITY SPEC</u>	<u>PS</u>	<u>30S</u>
<u>DATA SCIENTIST</u>	<u>PS</u>	<u>28S</u>
<u>DATA UNIFORMITY SPECIALIST</u>	<u>PS</u>	<u>28S</u>
<u>DATA UNIFORMITY SPECIALIST II</u>	<u>PS</u>	<u>24S</u>
<u>DECISION SUPPORT ANALYST</u>	<u>PS</u>	<u>28S</u>
<u>DIETETIC TECH I</u>	<u>PS</u>	<u>18S</u>
<u>DIETICIAN</u>	<u>PS</u>	<u>22S</u>
<u>EDUCATION TRNG SPEC</u>	<u>PS</u>	<u>24S</u>
<u>ENTERPRISE SOLUTIONS ARCHITECT</u>	<u>PS</u>	<u>32S</u>
<u>ePROCUREMENT SYS SUPPORT SPEC</u>	<u>PS</u>	<u>24S</u>
<u>FIN ANAL</u>	<u>PS</u>	<u>24S</u>
<u>FINANCIAL COORDINATOR</u>	<u>PS</u>	<u>20S</u>
<u>GENETIC COUNSLR</u>	<u>PS</u>	<u>24S</u>
<u>GRANTS &amp; CONTRACTS ANAL I</u>	<u>PS</u>	<u>27S</u>
<u>HEALTH PHYSICIST</u>	<u>PS</u>	<u>26S</u>
<u>HLTH EDUCATOR II</u>	<u>PS</u>	<u>23S</u>
<u>HLTH EDUCATOR III</u>	<u>PS</u>	<u>20S</u>
<u>HLTH PROGRAM ANALYST</u>	<u>PS</u>	<u>21S</u>
<u>HOME CARE PLANNING COOR</u>	<u>PS</u>	<u>30S</u>
<u>HOSPITAL APPLIC ANALYST</u>	<u>PS</u>	<u>25S</u>
<u>HOSPITAL LIBRARIAN</u>	<u>PS</u>	<u>27S</u>
<u>INFECTON PREVENTIONIST</u>	<u>PS</u>	<u>30S</u>
<u>INFORMATICS PHARMACIST</u>	<u>PS</u>	<u>33S</u>
<u>INFORMATION SYSTEMS SPECIALIST</u>	<u>PS</u>	<u>30S</u>

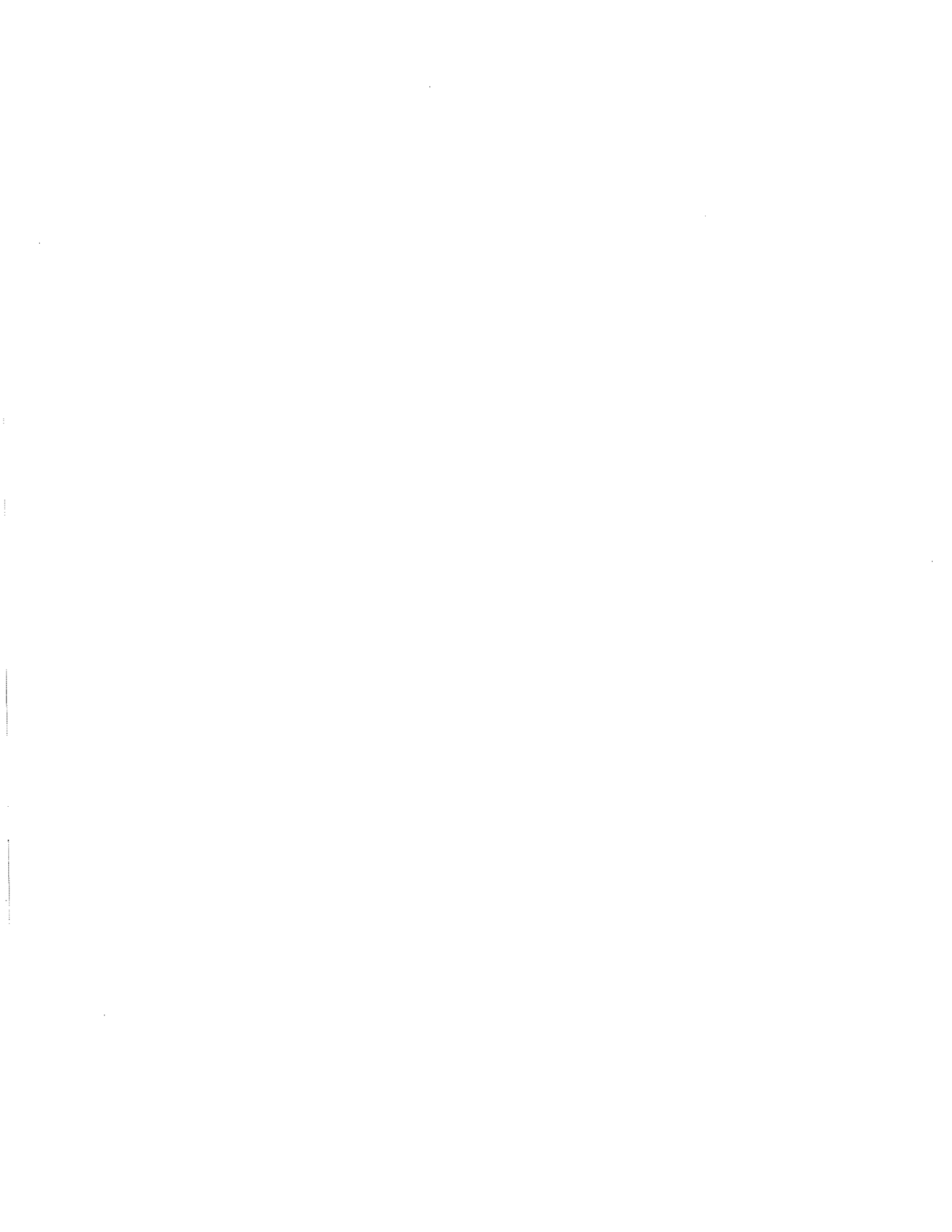


<u>INJURY PREVENT &amp; OUTREACH COOR</u>	<u>PS</u>	<u>26S</u>
<u>INPAT COD DATA QUAL AUD/EDCTR</u>	<u>PS</u>	<u>32S</u>
<u>INVENTORY CONTROL ANALYST</u>	<u>PS</u>	<u>25S</u>
<u>INVENTORY CONTROL AUDITOR</u>	<u>PS</u>	<u>24S</u>
<u>IST ANAL II</u>	<u>PS</u>	<u>28S</u>
<u>IST SECURITY ANALYST II</u>	<u>PS</u>	<u>29S</u>
<u>IST SECURITY ANALYST III</u>	<u>PS</u>	<u>25S</u>
<u>LACTATION CONSULTANT (NON-RN)</u>	<u>PS</u>	<u>22S</u>
<u>LEAD PHYSICIAN ASST</u>	<u>PS</u>	<u>37S</u>
<u>LEAN PERF IMPROVE SPECIALIST</u>	<u>PS</u>	<u>34S</u>
<u>MANAGED CARE COOR</u>	<u>PS</u>	<u>28S</u>
<u>MEDIA RELATIONS SPECIALIST</u>	<u>PS</u>	<u>23S</u>
<u>MEDICAL DOSIMETRIST</u>	<u>PS</u>	<u>37S</u>
<u>MEDICAL INTERP-ASL/TRILINGUAL</u>	<u>PS</u>	<u>23S</u>
<u>MEDICAL INTERPRETER</u>	<u>PS</u>	<u>20S</u>
<u>MEDICAL INTERPRETER II</u>	<u>PS</u>	<u>18S</u>
<u>MEDICAL PHOTOGRAPHER</u>	<u>PS</u>	<u>19S</u>
<u>MEDICAL PHYSICIST</u>	<u>PS</u>	<u>42S</u>
<u>MGMNT ASST</u>	<u>PS</u>	<u>20S</u>
<u>MKTG INFO ASST</u>	<u>PS</u>	<u>19S</u>
<u>MNTL HLTH CLINICIAN II</u>	<u>PS</u>	<u>25S</u>
<u>MNTL HLTH CLINICIAN III</u>	<u>PS</u>	<u>22S</u>
<u>NUTRITIONIST I</u>	<u>PS</u>	<u>24S</u>
<u>NUTRITIONIST II</u>	<u>PS</u>	<u>22S</u>
<u>NUTRITIONIST III</u>	<u>PS</u>	<u>20S</u>
<u>OPERATIONS PROC IMPROVEMNT ENG</u>	<u>PS</u>	<u>32S</u>
<u>OPTOMETRIST</u>	<u>PS</u>	<u>35S</u>
<u>ORTHOPTIST CERTIFIED</u>	<u>PS</u>	<u>25S</u>
<u>OUTPT CODING DATA QLTY AUD/ED</u>	<u>PS</u>	<u>28S</u>
<u>PALLIATIVE CARE COOR</u>	<u>PS</u>	<u>25S</u>
<u>PATHOLOGIST'S ASST I</u>	<u>PS</u>	<u>32S</u>
<u>PATHOLOGIST'S ASST II</u>	<u>PS</u>	<u>25S</u>
<u>PATIENT NAVIGATOR</u>	<u>PS</u>	<u>22S</u>
<u>PATIENT REPRESENTATIVE</u>	<u>PS</u>	<u>18S</u>
<u>PATIENT SAFETY ANALYST</u>	<u>PS</u>	<u>30S</u>
<u>PAYROLL ANALYST</u>	<u>PS</u>	<u>24S</u>
<u>PAYROLL BENEFITS SPECIALIST</u>	<u>PS</u>	<u>22S</u>
<u>PAYROLL PROCESSING COOR</u>	<u>PS</u>	<u>23S</u>
<u>PHYSICIAN ASST</u>	<u>PS</u>	<u>35S</u>
<u>PHYSICIAN ASST-SURGICAL</u>	<u>PS</u>	<u>37S</u>
<u>PHYSICIAN LIAISON</u>	<u>PS</u>	<u>25S</u>





<u>PHYSICIAN RELATIONS REP</u>	<u>PS</u>	<u>25S</u>
<u>POPULATION HLTH NAVIGATOR</u>	<u>PS</u>	<u>24S</u>
<u>PRIN CLAIMS INVSTGR</u>	<u>PS</u>	<u>23S</u>
<u>PRIN CLIN INFORMATICS ANALYST</u>	<u>PS</u>	<u>35S</u>
<u>PRIN HOSP APPLIC SPEC</u>	<u>PS</u>	<u>32S</u>
<u>PRIN INFORMATICS PHARMACIST</u>	<u>PS</u>	<u>39S</u>
<u>PRIN PUBLIC RELATIONS SPEC</u>	<u>PS</u>	<u>28S</u>
<u>PRIN SYSTEMS SECURITY COOR</u>	<u>PS</u>	<u>35S</u>
<u>PRINCIPAL INFORMATICS DIETITIAN</u>	<u>PS</u>	<u>39S</u>
<u>PROCUREMENT SPEC</u>	<u>PS</u>	<u>24S</u>
<u>PROG ASST</u>	<u>PS</u>	<u>17S</u>
<u>PROG ASST</u>	<u>PS</u>	<u>21S</u>
<u>PROG ASST</u>	<u>PS</u>	<u>18S</u>
<u>PROG COOR</u>	<u>PS</u>	<u>23S</u>
<u>PROG DEV ANAL</u>	<u>PS</u>	<u>24S</u>
<u>PROG DEV SPEC II</u>	<u>PS</u>	<u>21S</u>
<u>PROG DEV SPEC III</u>	<u>PS</u>	<u>18S</u>
<u>PROG DEV SPEC IV</u>	<u>PS</u>	<u>17S</u>
<u>PROG SUPPORT COOR</u>	<u>PS</u>	<u>26S</u>
<u>PROG SUPPORT SPEC</u>	<u>PS</u>	<u>22S</u>
<u>PROGRAMMER ANAL I</u>	<u>PS</u>	<u>30S</u>
<u>PROGRAMMER ANAL II</u>	<u>PS</u>	<u>28S</u>
<u>PROGRAMMER ANAL III</u>	<u>PS</u>	<u>25S</u>
<u>PROJ MGR II</u>	<u>PS</u>	<u>31S</u>
<u>PSYCHOLOGIST - LICENSED</u>	<u>PS</u>	<u>30S</u>
<u>QA/PI TRAINING COOR</u>	<u>PS</u>	<u>24S</u>
<u>QAPI COOR</u>	<u>PS</u>	<u>34S</u>
<u>QAPI COOR II</u>	<u>PS</u>	<u>30S</u>
<u>QI SPEC</u>	<u>PS</u>	<u>30S</u>
<u>QI SPEC/VALUE ANALYSIS</u>	<u>PS</u>	<u>35S</u>
<u>QUALITY DATA ANALYST</u>	<u>PS</u>	<u>30S</u>
<u>RADIOGRAPHIC SVC ENG</u>	<u>PS</u>	<u>28S</u>
<u>RECRUITMENT SPECIALIST</u>	<u>PS</u>	<u>19S</u>
<u>REG DIETITIAN</u>	<u>PS</u>	<u>25S</u>
<u>REIMBURSEMENT ANALYST</u>	<u>PS</u>	<u>26S</u>
<u>SENIOR PROCEDURES ANALYST</u>	<u>PS</u>	<u>22S</u>
<u>SENIOR RECRUITMENT SPECIALIST</u>	<u>PS</u>	<u>24S</u>
<u>SENIOR REGISTERED DIETICIAN</u>	<u>PS</u>	<u>29S</u>
<u>SOCIAL WORKER I - UH</u>	<u>PS</u>	<u>24S</u>
<u>SOURCING ADMINISTRATOR</u>	<u>PS</u>	<u>27S</u>
<u>SR ACCOUNTANT</u>	<u>PS</u>	<u>22S</u>



<u>SR APPEALS COORD</u>	<u>PS</u>	<u>31S</u>
<u>SR APPLICATIONS SPECIALIST</u>	<u>PS</u>	<u>30S</u>
<u>SR BUSINESS SYS ANAL</u>	<u>PS</u>	<u>28S</u>
<u>SR BUYER</u>	<u>PS</u>	<u>22S</u>
<u>SR CARE COORDINATION SPEC</u>	<u>PS</u>	<u>29S</u>
<u>SR DATA BASE ANAL</u>	<u>PS</u>	<u>30S</u>
<u>SR FIN ANAL</u>	<u>PS</u>	<u>27S</u>
<u>SR FIN COOR</u>	<u>PS</u>	<u>22S</u>
<u>SR FINANCIAL CONTROL COOR</u>	<u>PS</u>	<u>33S</u>
<u>SR HOSPITAL APPLIC ANALYST</u>	<u>PS</u>	<u>30S</u>
<u>SR INFECTION PREVENTIONIST</u>	<u>PS</u>	<u>33S</u>
<u>SR INJURY PREV &amp; OUTREACH COOR</u>	<u>PS</u>	<u>28S</u>
<u>SR MKTG &amp; COMMUNICATIONS COOR</u>	<u>PS</u>	<u>26S</u>
<u>SR NETWORK ENGINEER</u>	<u>PS</u>	<u>32S</u>
<u>SR NETWORK SECURITY ENGINEER</u>	<u>PS</u>	<u>35S</u>
<u>SR OUTCOMES EVAL SPEC</u>	<u>PS</u>	<u>30S</u>
<u>SR PATIENT REPRESENTATIVE</u>	<u>PS</u>	<u>20S</u>
<u>SR REVENUE CYCLE ANALYST</u>	<u>PS</u>	<u>30S</u>
<u>SR TECHNOLOGIST</u>	<u>PS</u>	<u>32S</u>
<u>SR WEB APPLICATIONS DEVELOPER</u>	<u>PS</u>	<u>32S</u>
<u>SR WORKERS COMP INVEST</u>	<u>PS</u>	<u>20S</u>
<u>STAFF ASSISTANT</u>	<u>PS</u>	<u>19S</u>
<u>STAFF ASST</u>	<u>PS</u>	<u>17S</u>
<u>STAFF ASST</u>	<u>PS</u>	<u>19S</u>
<u>STAFF ASST</u>	<u>PS</u>	<u>18S</u>
<u>STAFF ASST</u>	<u>PS</u>	<u>20S</u>
<u>STRATEGIC INITIATIVES ANALYST</u>	<u>PS</u>	<u>24S</u>
<u>SUPPLY CHAIN ANALYST</u>	<u>PS</u>	<u>28S</u>
<u>SURGICAL FIRST ASST-ROBOTICS</u>	<u>PS</u>	<u>38S</u>
<u>SYSTEMS ADMINISTRATOR</u>	<u>PS</u>	<u>30S</u>
<u>TECH HW SUPPORT III</u>	<u>PS</u>	<u>21S</u>
<u>TELECOMMUNICATIONS PROJ COOR</u>	<u>PS</u>	<u>28S</u>
<u>TREASURY ANALYST</u>	<u>PS</u>	<u>26S</u>
<u>USER SUPPORT SPEC II</u>	<u>PS</u>	<u>28S</u>
<u>USER SUPPORT SPEC III</u>	<u>PS</u>	<u>24S</u>
<u>VOCATIONAL COUNSLR</u>	<u>PS</u>	<u>18S</u>
<u>WEB COURSE DESIGNER &amp; TRAINER</u>	<u>PS</u>	<u>24S</u>



For UH

*EM*

Date:

*8/5/2024*

For Union HPAE 5094

*[Signature]*  
*[Signature]*  
*Shana Felan*  
*PSD/AAAB*

Date:

*Odin V. Dai*  
*David Mat*

**08/05/2024- Tentative Agreement**

-Side Letter of Agreement # 9

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 and 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 January 1, 2023. The analysis will be finalized no later than June 30, 2023 and a copy of the final report will be provided to the Union.

Please indicate your agreement by signature below.

Very truly yours,

*[Signature]*  
Eva M. Serruto, Esq.  
Acting Chief Human Resources Officer

*[Signature]*  
Debbie White, President  
HPAE AFT/AFL CIO

