

MEMORANDUM OF AGREEMENT

UNIVERSITY HOSPITAL

AND

COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 1031

UNIVERSITY HOSPITAL (“Hospital” or “Employer”) and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 1031 (“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 June 30, 2017, hereby agree to the following amendments to the Agreement as set forth below.

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


1. Section 23.01, Duration: July 1, 2017 through June 30, 2018 (1-year Agreement)
2. Section 17.02, Sections A, B, C and D, Salary Program: Delete Sections A, B, and C and replace with the following:
 - A. Effective September 3, 2017: All employees who are active at the time of ratification of this Agreement and who were employed by the Hospital as of July 1, 2017, shall receive a 2.50% across-the-board increase retroactive to September 3, 2017. The SS and SH salary tables shall be increased by 2.5% effective September 3, 2017.
 - B. Miscellaneous Section: Revise this Section as follows:
 1. Minimums and maximums for each salary range shall be as follows:
 - a. FY 18 Increase by 2.50%
3. Tentative Agreement: The parties have reached tentative agreement on the following subject, all of which shall be deemed part of this MOA, and copies of which is attached hereto:

Article 11, Section 11.04, Continuing Education

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

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 18 day of December, 2017.

FOR UNIVERSITY HOSPITAL:



Eva M. Serruto, Esq. 12/18/2017

FOR THE UNION:



Kathy Hernandez, Executive Vice President 10/18/17

For UH

AMW

Date:

12/18/17

For Union CWA

JD
BM

BP

M.G.

Date:

10/18/17

12/18/2017 UH REVISED PROPOSAL

Revised Article 11, Section 11.04, Continuing Education, as follows:

11.04 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.

Night shift supervisors who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with the Hospital policy in order to be reimbursable.

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

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, 2018, 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

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FOR UNIVERSITY HOSPITAL:

 12/18/2017
Eva M. Serruto, Esq.

FOR THE UNION:

 10/18/17
Kathy Hernandez, Executive Vice President

For UH

WMS
12/18/17

Date:

For CWA 1031

KA
BP
M.G.

Date:

10/12/17

12-18-17 UH Salary Proposal

ARTICLE 17 SALARY /ADJUSTMENT

17.02 Salary Program July 1, 2017 to June 30, 2018

A. Effective September 3, 2017, all employees who are active at the time of ratification of this Agreement and who were employed by University Hospital as of July 1, 2017, shall receive a 2.5% across-the-board increase retroactive to September 3, 2017. The SS and SH salary tables shall be increased by 2.5% effective September 3, 2017.

Miscellaneous

- 1. Minimums and maximums for each salary range shall be as follows:
 - a. FY18 Increased by 2.5%

For UH

DMO

Date:

12/18/17

For Union CWA

JD
BM

BP

M-G

Date:

10/18/17

12/18/2017 UH REVISED PROPOSAL

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

Night shift supervisors who are scheduled off to attend Continuing Education programs may be given a conference day, either the night before, or the night after. Staff will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with the Hospital policy in order to be reimbursable.

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

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, 2018, 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, 2018 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 January 1, 2018, 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 January 1, 2018, 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 eighteen (18) months of commencement of the course: 50% reimbursement of costs

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

For employees who have served six (6) consecutive years in a supervisory 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 the course: 100% 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.
