

AGREEMENT

BETWEEN

**WASHINGTON-BALTIMORE
NEWSPAPER GUILD, LOCAL 32035, THE
NEWSPAPER GUILD-COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO, CLC**

AND

**HEALTH PROFESSIONALS and ALLIED
EMPLOYEES, AFT/AFL-CIO**

JUNE 1, 2022 - MAY 31, 2025

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INTENT OF AGREEMENT

The parties recognize and agree that it is their mutual goal to achieve the mission of HPAE, as stated in the Preamble to the Constitution and By-laws of HPAE. The intent of this Agreement is to assure that the HPAE staff can perform activities consistent with this mission in a work environment that fosters mutual respect, open communication, and professionalism. Further, it is the intent of this Agreement that any differences or disputes regarding working conditions be handled by both parties in an expeditious, respectful manner that is consistent with HPAE's mission.

ARTICLE 1. RECOGNITION

- 1.1 HPAE recognizes the Washington-Baltimore Newspaper Guild, Local 32035, the Newspaper Guild-Communications Workers of America (the "Staff Union") as the exclusive and sole collective bargaining agent for the following two bargaining units:
 - a. Full time, part time and per diem Professional Staff employees
 - b. Full time, part time, and per diem Administrative Support staff employees
 - c. Excluded are all elected officers and all other employees of HPAE.
- 1.2 Except as specifically provided in this Agreement, part time employees shall receive pro-rated economic benefits and salary. Benefits will be provided only as mutually agreed upon by HPAE and the per diem employee. Per Diem employees will have no guarantee of hours.
- 1.3 HPAE will not utilize an Administrative Support Staff or Professional Staff temporary employee for greater than six (6) months within a calendar year. HPAE will notify the Staff Union in writing when a temporary employee is hired and will provide them with a written job description. There shall be no extension of the six (6) months without the mutual consent of both parties.
- 1.4 Administrative Support Staff Employee Status
 - a. An employee will be classified as (a) full time, (b) part time or (c) per diem.
 - b. A full time employee is regularly scheduled to work forty (40) hours per week and is entitled to all benefits pertaining to full time status.
 - c. A part time employee is regularly scheduled to work greater than twenty (20) hours but less than forty (40) hours per week. A part time employee is entitled to all benefits on a pro-rated basis.
- 1.5 Bargaining Unit Work

It is the intention to offer all available Bargaining Unit (BU) work to BU employees before being offered to non-bargaining unit employees. Work which is normally or customarily performed by employees and within job classifications covered by this Agreement shall not be performed by non-bargaining unit employees except to the extent that there is an urgent need for supervisors or managers to temporarily perform such work in the absence of regular bargaining unit staff or for assistance, supervision, training, unforeseen or prolonged absenteeism, or to meet HPAE members needs or requirements. This language is not intended to prevent Supervisors, State/Local Officers from performing work which they have customarily performed.

ARTICLE 2. UNION SECURITY

- 2.1 As a condition of continued employment, the employees covered by this agreement, on its effective date, shall remain members in good standing in the Staff Union. All full time, part time and per diem Administrative Support Staff employees employed on or after the effective date of this agreement and no later than 30 days following the effective date of their employment shall become and remain members in good standing in the Staff Union. All full time and part time professional staff employees employed on or after the effective date of this agreement and no later than 60 days following the effective date of their employment shall become and remain members in good standing in the Staff Union.
- 2.2 This contract shall remain in effect regardless of any changes or modifications made within the organizational structure of the employer.
- 2.3 HPAE will provide a total of 5 days per contract year paid release time to attend union meetings, trainings or other union activities. Only Staff Union officers are eligible to use the 5 days.
- 2.4 If negotiation meetings with HPAE and the Staff Union are scheduled during a work day, up to five (5) bargaining unit members of the Staff Union negotiating team will be released without loss of pay in order to permit their participation in such meetings.
- Additional negotiating team members may request to be released and given the option of using benefit time. Such request for time off shall not be unreasonably denied.
- 2.5 The Staff Union and/or employees will not engage in Staff Union business during normal work hours, except that upon approval of the appropriate supervisor, one Staff Union representative shall be released from their regular duties without loss of pay to attend grievance meetings and to represent employees involved in disciplinary meetings.
- 2.6 All such release time in Article 2.3 through Article 2.5 shall be recorded by the employee using an appropriate code on the Staff Union representative's timecard reporting form.
- 2.7 HPAE will provide the Staff Union with any policy changes not covered in the contract 30 days prior to implementation, except in cases of emergency or if the law changes, then notice will be as much as practicable. The Staff Union will have the option to bargain over any mandatory subject(s) contained within these changes.

ARTICLE 3. NON-DISCRIMINATION

HPAE agrees not to discriminate against any employee because of race, color, national origin, religious affiliation, sex, sexual orientation, gender identity, gender expression, age, handicap, marital status, political belief or union activity.

ARTICLE 4. PROBATIONARY PERIOD

- 4.1 The probationary period for a new employee shall be six months. The provisions of this contract will apply to probationary employees except as specifically indicated. HPAE shall have the right to terminate the employment of a probationary employee.
- 4.2 New employees shall receive a performance evaluation at the end of three (3) months and again at the end of six (6) months. HPAE shall have the right to extend probation for up to an additional three (3) months with notice to Local 32035 Executive Board. Failure

of Management to conduct either the mid-term or final probationary evaluation on time shall not be cause for an extension of the probationary period or termination of the employee.

- 4.3 HPAE will provide new Professional Staff bargaining unit employees with an orientation to HPAE's history, structure, philosophy and job responsibilities.
- 4.4 HPAE will provide new Administrative Support Staff employees with a thorough orientation to job functions, duties and equipment. Such orientation shall include information about the history, structure and philosophy of the union and job responsibilities.
- 4.5 If a temporary Administrative Support Staff employee or Professional Staff employee is hired on a permanent basis, the time worked as a temporary will count toward the probationary period provided the job is the same.

ARTICLE 5. MANAGEMENT'S RIGHTS

- 5.1 HPAE retains the right to hire, fire, layoff, recall, discipline, suspend , discharge , demote, promote, assign, transfer; to direct all members of the work force; to discontinue, reorganize or combine any department or operation; and to revise or modify job duties provided reasonable notice is given. HPAE also retains the rights to schedule hours of work and time off. HPAE has the right to promulgate rules and regulations and to exercise the other customary functions of HPAE for the carrying on of business and operations. HPAE will not be arbitrary or capricious in the exercise of these rights.
- 5.2 Matters of collective bargaining import not covered by this agreement may, during the life of the agreement, be addressed by mutual agreement.

ARTICLE 6. SENIORITY

- 6.1 Seniority shall be defined as the length of continuous service in HPAE and shall be credited from date of last hire.

A professional employee who terminates by resignation and is rehired within one year of their resignation shall receive seniority credit for time actually worked prior to the break in service to be applied only to the following:

- 1. Salary and Experience credit as defined in Article 22.
- 2. Unused sick days conversion into vacation time as defined in Article 15.4(f)
- 3. Vacation Entitlement as per Article 15.5 (a).

- 6.2 Layoff

In the event of a layoff or reduction in hours, the following will occur:

- 1. Volunteers will be solicited
- 2. All temporary positions within the bargaining unit will be eliminated
- 3. The least senior bargaining unit member, within the affected department shall be laid off or have their hours reduced.

HPAE agrees to provide a minimum of one month's notice of intention to layoff or reduce hours to the union and affected employees. Only in cases of emergent, unforeseen circumstances such as fire, flood or other acts of God, will such notice requirement be waived. Upon request HPAE will meet with the Union to discuss possible alternatives to such layoffs.

An employee who is involuntarily laid off will have the right to bump an employee holding the least bargaining unit seniority in a department previously held by the laid off employee or in another department, provided the employee meets minimum qualifications of the department which they are bumping.

An employee who accepts a layoff rather than bump a less senior bargaining unit employee will have the recall rights set forth in Article 6.3.

- a. In the event the layoff is anticipated to be less than 90-calendar days, such layoff will be considered to be temporary. HPAE will provide health insurance benefits as per this agreement for the full length of a temporary layoff.
- b. In the event a layoff is anticipated to be greater than 90 calendar days or if the temporary layoff extends beyond 90 calendar days, such layoff will be considered to be permanent. HPAE will provide health insurance benefits as per this agreement for an additional 30 calendar days of permanent layoff for a maximum coverage period of 120 calendar days.
- c. The affected employee will be permitted to use all accrued but unused benefit time, exclusive of sick time, during a layoff.
- d. At the time a layoff is deemed to be permanent, HPAE will pay the laid off employee severance pay equal to a minimum of two (2) week's pay plus one (1) additional week's pay for each full year of employment.
- e. Seniority will continue to accrue during the length of a temporary layoff and will be frozen and maintained for a layoff greater than 90 calendar days.

6.3 RECALL:

- a. Recall shall take place on a seniority basis, the most senior being the first to be recalled.
- b. HPAE will offer any new bargaining unit position to laid off employees and if qualified, such employee will have preference for such position before any new employees are hired. In the event, the laid off employee declines the position offered, HPAE will retain the right to fill the position from any source.
- c. A laid off employee who refuses to accept an offer of reemployment to a comparable position, shall be deemed to have resigned. An employee who refuses to accept an offer of reemployment to a different position will retain the right of recall to their former position for a period of one year.
- d. A recalled employee shall return to work within 14 calendar days of receipt of notice of recall sent by certified mail to the last known address supplied by the employee. A request for additional time off prior to returning shall not be unreasonably denied. Employees who fail to respond to such notice or fail to report as directed shall be deemed to have resigned.

6.4 REDUCTION OF HOURS:

In the event there is a need to reduce hours due to budgetary reasons or because of a reduction in work, HPAE will reduce the hours of the least senior employee in the affected department. Such employee will have the option to continue in the position of reduced hours or to take a layoff providing the benefits and rights outlined in 6.2 of this article. Should the employee elect layoff, HPAE will have the right to hire into the reduced hour position.

ARTICLE 7. WORK HOURS, ASSIGNMENTS, AND SCHEDULES

- 7.1 The normal workday for each full-time Administrative Support Staff employee shall consist of five (5) days of eight (8) hours per day OR four (4) days of ten (10) hours per day.
- 7.2 Eight (8) hour Administrative Support Staff employees shall be entitled to two (2), fifteen (15) minute rest periods and one (1), thirty (30) minute meal period per day. Such employees may combine the rest periods and the meal period to a total of one (1) hour meal period. Such combination must be scheduled by mutual consent.
- Ten (10) hour Administration Staff Support employees shall be entitled to two (2), fifteen (15) minute rest periods and one (1), forty-five (45) minute meal period per day. Such employees may combine the rest periods and the meal period to a total of one and one quarter (1 1/4) hour meal period. Such combination must be scheduled by mutual consent.
- 7.3 Administrative Support Staff employees shall receive reasonable notice of any change in work schedules. Upon request, HPAE shall meet with the Staff Union to discuss changes in work schedules.
- 7.4 The Professional Staff bargaining unit positions are salaried positions. The employee agrees to devote full time to service on behalf of HPAE under the direction and supervision of HPAE President or their designee.
- 7.5 Professional Staff employees are expected to observe the regular office hours of the HPAE office unless, with the knowledge of the President, or their designee, the employee is engaged in job-related duties at another location for any day or any part of any day. HPAE reserves the right to disapprove performance of duties away from the office. Bargaining unit employees will enter their activities on the HPAE designated calendar. Such will state the employee's whereabouts during the workday when not in the Emerson or assigned satellite office. When working outside the office, the employee will be available by cell or text throughout the day. It is understood that with notification communicated as early as possible to the President or their designee, the observance of office hours will be flexible on that day (or days) on which an employee has exhausting late evening job- related duties, or on that day (or days) following evening job-related duties.
- 7.6 HPAE will make every attempt to assign employees to a five day work week. Situations requiring staff to work on weekends do arise and the employees recognize that they may be assigned and required to work on weekends.
- 7.7 In the event an employee is required by the President or their designee to work weekend

days (Saturday or Sunday), compensatory time off, in the same amount of time as was worked to a maximum of one day, will be granted. Such compensatory time off must be scheduled within the following 60-day period according to the preference of the employee or will be automatically forfeited. Up to 5 comp days may be carried beyond the 60 days if the work requirement did not permit the employee to take the time off. Staff must get prior approval before working on the weekend.

In the event HPAE requires any Administrative Support Staff to attend or work at a conference or meeting and such attendance causes that employee to stay in a hotel the night before, during or after in order to be present for the conference or meeting, the employee shall receive 1 day (8 hours) of compensatory time per event.

- 7.8 If HPAE renders an assignment that results in an increased amount of work concentrated into a restricted period of time, the President or their designee may determine that the affected employees is entitled to additional time off for rest and rehabilitation.
- 7.9 In the event that HPAE, at its discretion, requests that a support staff employee be on-call and such employee agrees to be on-call, the employee will be paid at a rate of four dollars (\$4) per hour for every hour on-call.
- 7.10 HPAE will provide the Staff Union written notification one month prior to a change in status.
- 7.11 Emergencies and Office Closures:
 - a. Emergency is defined as weather conditions or other situations, which have been officially declared as State or Federal emergencies for the affected area and include a declaration that State agencies and offices will not open or will close early. In addition, the President or their designee, has the option in their discretion, to declare an emergency.
 - b. Power Emergency is defined as an office power failure or other unanticipated disruption of electricity that results in unsafe conditions, uncomfortable temperatures and the inability of staff to do any work in the judgment of the officers.
 - c. In the event an emergency is declared as per above, affected staff will be paid up to 40 hours of emergency time per calendar year for time lost at work. Thereafter, benefit time of personal days or vacation days may be used at the option of the affected staff member. If a staff member does not have any accrued benefit time, s/he may borrow from future time earned.
 - d. Unused emergency time may not be used for any other purpose, will not accrue and it cannot be banked. Scheduled benefit time for the period of a declared emergency will not be altered or substituted with emergency time.
 - e. Employees who work remotely are expected to continue working as usual during periods of declared emergency and office closures. However, in the event that emergency disrupts an employee's ability to perform their work remotely, they should contact their Director to make an alternative plan that may include working from an HPAE office or use of emergency time defined in section c above for all or part of the day.

- f. Time actually worked from home shall not be counted against emergency time allotment.
 - g. Staff members are required to contact supervisors and/or designated HPAE web site for status reports, if reasonably possible.
- 7.12 An unauthorized absence occurs when an employee does not report to work as scheduled and fails to notify their supervisor or receive proper approval. In such an event, the employee will be charged leave without pay. Violations will be subject to progressive discipline up to and including termination. A timely submitted request through ADP shall be considered approved when Management fails to respond at least 24 hours prior to the start of the requested leave. The employee making a request for time off must make their best efforts to notify their immediate supervisor about the submitted request for time off.
- 7.13 Telecommuting
- a. HPAE will establish a Telecommuting (Remote Work) Policy. The Policy may be modified or discontinued in accordance with Article 2.7.
 - b. All bargaining unit employees shall be permitted to work from home or an approved alternative work location in compliance with the Telecommuting Policy. All work duties must be able to be performed from a remote work location.
 - c. Employees have a right to request remote work on a permanent, partial, temporary, or as-needed basis. Telework must meet the needs of HPAE and the department.

Any bargaining unit employee who wishes to telecommute on a permanent or regularly scheduled partial basis may apply by submitting such a request in writing to their director. A response shall be given in writing within fourteen days. All other requests shall be granted on a case-by-case basis. Requests shall not be unreasonably denied.
 - d. Employees who are approved to telecommute three or more days a week may not be assigned an office. Workspaces will be made available as needed.
 - e. HPAE may terminate the remote work opportunity for any employee who fails to comply with the policy.

ARTICLE 8. ADMINISTRATIVE SUPPORT STAFF OVERTIME

- 8.1 HPAE shall have the right to require an employee to work a reasonable amount of overtime. HPAE shall not be arbitrary or capricious in the exercise of this right. All overtime must be pre-approved by HPAE.
- 8.2 All employees shall be compensated at time and one-half (1 1/2) for hours worked in excess of forty (40) hours in a week.

ARTICLE 9. PAY PERIODS

Paychecks will be issued via direct deposit on a bi-weekly basis and will include pay for the two-week period that ended the previous Friday.

ARTICLE 10. GRIEVANCE PROCEDURE

10.1 Definition: A grievance will be defined as any a claim against or dispute with HPAE by an employee, employees or the union arising from the interpretation or violation of an expressed provision of this agreement as well as any Federal laws related to employment, such as FMLA, ADA, Title VII of the Civil Rights Act, ADEA, etc., and will be processed according to the following procedure and time tables:

Step 1. The grievance shall be reduced to writing and submitted to the appropriate Director within fourteen (14) calendar days from the date on which the alleged violation of the Agreement occurred or became known. Such notice shall outline the grievance, cite the contract section violated and include the remedy sought.

The Director shall answer the grievance in writing within fourteen (14) calendar days. If no decision is rendered in a timely fashion, the Staff Union may proceed to Step 2 of the procedure.

Step 2. No greater than fourteen (14) calendar days from the Step 1 decision, the Staff Union must submit written notice of the grievance to the HPAE President or their designee. Such notice shall outline the grievance, cite the contract section violated and include the remedy sought. HPAE President will respond to such written notice by scheduling a meeting with ten (10) calendar days of receipt. The HPAE President or their designee will render a decision within fourteen (14) calendar days from the date of the meeting. If the Staff Union is dissatisfied with the Step 2 decision, it may proceed to Step 3.

Step 3. Within fourteen (14) calendar days of receipt of the Step 2 decision, the Staff Union shall have the option to appeal the matter to the State Executive Committee of HPAE.

A committee composed of at least three (3) members of the State Executive Committee shall be appointed by the President to hear the grievance within fourteen (14) calendar days of receipt of the request to appeal. If three (3) members of the State Executive Committee are not available, the President may appoint members of the State Executive Council to serve on such committee. If the Staff Union is dissatisfied with the Step 3 decision, it may proceed to Step 4.

Step 4. The grievance may be referred to arbitration within thirty (30) calendar days of the Step 3 decision. The parties will attempt to select a volunteer arbitrator who is mutually agreeable to both parties to adjudicate the dispute/grievance. If the parties are unable to agree on such an arbitrator within thirty (30) calendar days, subject to extension by mutual agreement, the Staff Union will request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties agree to abide by the rules and regulations of the American Arbitration Association.

10.2 The arbitrator shall be limited by the terms of this agreement. S/he shall have no power to add to, subtract from, modify, amend or in any way change any of the terms of this agreement, or any amendments hereto. The decision of the arbitrator shall be final and binding on both parties. All costs of the arbitration will be shared equally by the parties.

10.3 Time limits may be extended only by written agreement of the parties.

10.4 Legal holidays as defined in this contract, will not count in the time limits outlined in this article.

ARTICLE 11. DISCIPLINE

11.1 HPAE has the right to discipline for just cause and shall exercise such right following the just cause standard of discipline.

11.2 HPAE shall notify the local unit officers of all formal written disciplines of bargaining unit employees at the time of issuance.

11.3 All written disciplinary action, except for suspension, will not be considered in future disciplines after two (2) years have elapsed since the employee's last discipline.

ARTICLE 12. PERSONNEL FILES

12.1 The employee shall have the right, upon reasonable request to review all files pertaining to their employment. No materials derogatory to an employee's conduct, service, character or personality will be placed in the files unless the employee has received a dated copy of such and has been given the opportunity to sign each page. The employee's signature means only that s/he has read and received a copy of the material and does not necessarily mean that s/he is in agreement with it.

12.2 The employee shall have a right to respond, in writing, to any documentation placed in his file. The response must be submitted within thirty days of knowledge of such documentation and will be included in the file.

ARTICLE 13. ATTENDANCE AT MEETINGS FOR PROFESSIONAL STAFF

13.1 HPAE will make every reasonable effort to schedule meetings concerning employment issues at times convenient to all involved during regular work hours.

13.2 Bargaining unit employees may be invited or required to attend State Executive Council meetings or may request to attend. Such request will not be unreasonably denied.

13.3 Staff Meetings:

HPAE will make its best efforts to conduct staff meetings every other month between employees covered by this agreement and the officers of HPAE. The time, date and location will be determined by the President or designee. Attendance will be mandatory except in cases where an employee receives a prior waiver from the President or designee. Staff members will be expected to give brief reports concerning their activities and work assignments.

ARTICLE 14. JOB DESCRIPTIONS, JOB CLASSIFICATIONS, TITLES AND PROMOTIONS

For the purpose of this article, the following definitions will be applied. These definitions are to differentiate the work and skill levels. It does not create exclusivity of the work.

- a. Classification will refer to the broader categories under which job titles are listed such as Organizing, Representation and Public Policy for the Professional unit and Administrative Support Staff for the Administrative Support Staff unit.
- b. Job titles will be a listing of the different levels of work under each classification.

c. Job Description will be a listing of the duties included in-job title.

14.1 Administrative Support Staff:

The following job titles are included under the Administrative Support Staff Classification:

- Administrative Support Staff 1
- Administrative Support Staff 2
- Administrative Support Staff 3 (Staff Leader)
- Administrative Support/Finance HR
- Payroll and Human Resource Specialist
- Staff Support (Creative Design Assistant)
- Accounts Payable and Accounts Receivable Specialist

The work of the Administrative Support Staff shall be outlined in the job descriptions appended to this agreement.

14.2 An Administrative Support Staff employee may request an upgrade to a higher job title based on the employee's current job responsibilities. HPAE shall respond to this request within thirty days. In the event that the employee is not satisfied with such response, the employee has a right to file a grievance.

14.3 Administrative Support Staff Promotion:

HPAE shall post each job vacancy for a two-week period before filling such vacancy. Such posting shall include a brief description of the job. Additional details as to job duties, responsibilities, qualifications, and salary shall be made available upon request to any interested employee. When an Administrative Support Staff member is promoted they shall receive a two dollar and fifty (\$2.50) per hour increase for promotion to Admin II and three dollar (\$3.00) per hour increase for promotion to Admin III.

The most qualified senior employee who is fully capable of performing the job shall fill any such vacancy. Employees so promoted shall be given an orientation period of 60 days. An employee who does not complete the orientation period to the satisfaction of the Secretary/Treasurer of HPAE or their designee will be returned to their former position. The employee's former position is guaranteed for thirty (30) calendar days after the promotion. After sixty (60) calendar days, the employee may be returned to the former position if available, or a comparable position with the same hours, job classification and pay.

14.4 The Staff Representative's and the Organizer's job responsibilities are outlined in the job description attached as Appendices. The Staff Representative and Organizer are responsible for fully executing any aspect of this job description upon direction of HPAE.

14.5 Professional Staff Job Classifications

a. There shall be three (3) job titles under the Staff Representative Job classification:

- Staff Representative 1
- Staff Representative 2
- Staff Representative 3

There shall be three (3) job titles under the Organizer Job classification:

- Organizer 1
- Organizer 2
- Lead Organizer

There shall be three (3) job titles under the Public Policy classification:

- Public Policy 1
- Public Policy 2
- Public Policy 3

The work of the Staff Representatives, Organizers and Public Policy staff shall be outlined in the job descriptions appended to this agreement.

- The placement of a Staff Representative into a job title will be based on the proficiency, independent functioning and demonstrated competence, in the opinion of HPAE President or their designee, in all duties of the categories outlined in the job description. (Appendix 2)
- Staff Rep 1 shall be capable of performing independently and competently all of the basic tasks listed in Appendix 2 ("Staff Representative I, II, and III Job Description").
- Staff Rep 2 shall be capable of performing independently and competently all of the basic and intermediate tasks listed in Appendix 2, plus #4C (advanced tasks for negotiations).

However, a Staff Rep I may be promoted to a Staff Rep II without 4C provided they can perform 1C and has taken a course on negotiations 1 as approved by HPAE. Such staff person must be assessed to perform independently and competently 4C after being given the opportunity to function as a lead negotiator by HPAE.

- Staff Rep III shall be capable of performing independently and competently all basic and intermediate tasks listed in Appendix 2, as well as 1C, 2C, 3C, and 4C, plus can perform independently and competently one of the specialty areas listed in 6.
- Current bargaining unit employees shall be given until the end of this contract to meet the requirements outlined in (c). HPAE shall meet individually and periodically with the Staff Representatives for the purpose of developing a plan, formal, practical and reasonable, to assist them in broadening their experience in order to acquire the skills and proficiencies necessary to meet the requirements in paragraph (c) and/or for promotion.
- If, in the opinion of the President or their designee, the employee has performed satisfactorily and has met HPAE's competency and proficiency standard to independently perform the job duties, the employee may be progressed to the higher Staff Rep classification at the time of the employee's evaluation and, at the Staff Rep's request, one additional time in the calendar year. HPAE will respond within thirty calendar days as to the approval or reasons for denial of the request for change in status.
- An employee may request an upgrade to a higher job title within their classification based on the employee's current job responsibilities. HPAE shall respond to this request within thirty days. In the event that the employee is not

satisfied with such response, the employee has a right to file a grievance.

i. Temporary Employees

A temporary employee may be utilized by HPAE for a period not to exceed six (6) months for (1) temporary vacancies of a bargaining unit position; (2) peak workloads and/or emergencies, and or; (3) special projects.

The time limits set forth in this section can be extended by agreement of the parties. Should a temporary position be converted into a permanent position, such a position must be posted in accordance with Article XIV of this Agreement. Should the temporary employee filling a temporary position which has become permanent be selected, their time spent as a temporary employee will be credited toward their probationary period.

In the event any person hired into a temporary position, and is extended for an additional six (6) months of employment, they shall be subjected to the terms and conditions of the Collective Bargaining Agreement (CBA) except Article 4 - Probation, Article 6 - Seniority, and Article 15.8 Leave of Absence, unless as otherwise provided by law. The grievance, but not the arbitration provision of Article 10 will apply to discipline of temporary employees after the first six (6) months of employment.

In the event a temporary employee becomes a permanent employee, said employee's date of hire, for seniority purposes, shall be their initial date of hire as a temporary employee.

j. Project Staff

A project staff employee may be hired for a period not to exceed one (1) year except as otherwise agreed to by HPAE and the Staff Union. HPAE shall inform the Staff Union of the specific time period of employment of any project staff. These positions shall be posted and will include the term of employment.

Project Staff hired for a term greater than six (6) months, shall be subject to the terms and conditions of the Collective Bargaining Agreement (CBA) except Project Staff will not be covered by Article 4 - Probation, Article 6 - Seniority, and Article 15.8 Leave of Absence, unless as otherwise provided by law. The grievance, but not the arbitration provision of Article 10 will apply to project staff discipline after six (6) months.

In the event a Project Staff employee is hired to a regular position, continuous time served as a project staff employee will be credited for purposes of seniority. Project Staff employees offered regular employment will not be required to have a probationary period where their responsibilities and required skills will be the same as in their project position.

14.6 Postings and Transfers

- a. Employees will be notified via email of all vacant or new bargaining unit positions in a timely fashion. Employees may bid on any new or vacant positions.
- b. Qualified internal applicants will be given preference over external applicants.
- c. Any HPAE member may bid on a new or vacant bargaining unit position provided the position has been posted and the member meets the qualifications of the

posted position. All terms and conditions in this contract applicable to the position shall apply.

14.7 Professional Staff Promotions

- a. When HPAE promotes an employee within the same job title, no posting of the position is necessary since no vacancy exists.
- b. A professional staff member who is promoted shall receive a \$7000 increase or the starting rate of the level to which they are promoted, whichever is greater.
- c. Employees promoted within the same job title will be required to serve a probationary period of three (3) months in the new job title. Employees shall receive a performance evaluation at the end of three (3) months. Failure to satisfactorily complete this probationary period shall result in the employee reverting back to the position held prior to promotion.

ARTICLE 15. TIME OFF WITH PAY

15.1 Bereavement Leave:

- a. In the event of death of an employee's spouse/civil union partner/domestic partner, parent, child, or same relatives of spouse/civil union partner/domestic partner, or any person residing in the employee's household, the employee shall receive one work week time off with pay. All other parent/child relationship shall be addressed on a case-by-case basis. Such requests will not be unreasonable denied.
- b. In the event of death of an employee's siblings, grandparent, grandchild, aunt, uncle, niece, nephew or those of their spouse/civil union partner/domestic partner, the employee shall receive twenty four (24) hours-paid leave.
- c. Eligibility for the above shall be immediate after commencement of employment.
- d. Such benefits are not accumulative and may not be postponed, except in extraordinary circumstances as determined by the President or their designee.

15.2 Holidays:

- a. Employees will be entitled to a total of fourteen (14) paid holidays each calendar year. The holidays shall be twelve (12) "observed" and two (2) "floating." Part time employees shall have their holiday hours prorated based on the employee's FTE status.
- b. HPAE will recognize the following holidays on the day they are legally celebrated. Full time employees shall be entitled to ninety-six (96) regular holiday hours and sixteen (16) float holiday hours as time off with pay.
 - New Year's Eve
 - New Year's Day
 - Martin Luther King Jr. Day
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - July 4th

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Christmas Eve

HPAE will recognize holidays that fall on a Saturday, on the preceding Friday. Holidays that fall on a Sunday will be recognized on the following Monday. The exceptions to this rule are: (1) when Christmas Eve and New Year's Eve fall on a Sunday, the day off with pay will be the last scheduled workday prior to Christmas Day and New Year's Day; and (2) when Christmas Day and New Year's Day fall on Saturday, the day off with pay will be recognized on the following Monday.

- c. The two floating holidays will be taken at the employee's discretion, with their director's prior approval. Such requests will not be unreasonably denied. Employees hired July 1 or after in the calendar year will only accrue one Floating Holiday until the next calendar year. Float Holidays must be used by the end of the calendar year and will not be carried over or paid out.
- d. Employees who work alternative work schedules, such as four ten-hour days, will receive eight (8) hours of pay for a holiday. Employees may cover the other hours with time-off benefits (float holiday, vacation, personal), make up the time within the same pay period with director approval, or take time off without pay and benefit accruals.
- e. If an employee is required to work on a holiday or if the holiday falls on a day that is the employee's regular day off, the employee shall accrue eight (8) hours of holiday time (or prorated equivalent) to be used by the end of the calendar year or forfeit the time.
- f. Part-time employees receive holiday pay either for their straight-time hours scheduled for the day up to the prorated equivalent provided holiday time entitlement has not been exhausted. In instances where paid holiday entitlement has been exhausted, the employee shall have the option to cover the other hours with time-off benefits (float holiday, vacation, personal, or compensatory time), make up the time within the same pay period with director approval, or take time off without pay and benefit accruals.

15.3 Personal Days:

- a. Each full time Administrative Support Staff employee will be granted twenty-four (24) hours off with pay as personal time. Personal time should be scheduled in advance when possible, but may be used without notice in bona-fide emergency situations.
- b. Each Professional Staff Employee will be granted three days off with pay as personal days. Personal days should be scheduled in advance when possible, but may be used without notice in bona fide emergency situations.
- c. Unused personal time may be accrued *from* year to year up to the entitlement amount for one year. With the consent of the employee, unused personal days will be paid out at the end of the calendar year.
- d. Personal Days will be pro-rated for new hires based on the date of hire.

15.4 Sick Leave:

- a. (1). Administrative Support Staff employees will be entitled to ninety-six (96) hours of sick time per year. To be eligible for sick leave payment, acceptable proof of illness may be required upon the request of HPAE. Unused sick time will be accrued from year to year without a maximum.

(2). Professional Staff employees will be entitled to 12 sick days per year. To be eligible for sick leave payment, acceptable proof of illness may be required upon the request of HPAE. Unused sick days will be accrued from year to year without a maximum.
- b. In the first year of employment, up to the entitlement amount for one year may be advanced, if needed. Should employment be terminated before the end of the accrual year, the unearned, advanced portion shall be paid back to HPAE by the employee. Thereafter, sick time may be taken only as earned.
- c. To determine what amount of sick time has been earned, the total annual amount shall be divided by 12 and the result multiplied by the number of completed months of work that employment year.
- d. In emergency situations, an employee will be permitted to use forty (40) hours of sick time (Administrative Support Staff) or five (5) days (Professional Staff) for the care of an ill child or elderly parent. Such days will not be cumulative.
- e. In the event an employee seeks a family leave, up to ninety six (96) hours of sick time for Administrative Support Staff or up to 12 accrued sick days for Professional Staff may be utilized for "serious illness of the family". The remainder of the leave shall be charged against accrued, but unused, benefit days and thereafter, unpaid leave. All time utilized whether paid or unpaid will be counted toward the 12 week entitlement provided under the law. Family shall be defined as family members as defined in the FMLA and will include domestic partners.

The employee will be required to submit "certification issued by a duly licensed health care provider". The certification must verify a serious illness has occurred, basic medical facts about the illness, when the serious illness commenced and probable duration. Failure to provide such certification will result in denial of leave and/or payment of time.

f. New Jersey Family Leave Insurance

New Jersey Family Leave Insurance (NJFLI) is a partial wage replacement benefit administered and paid by the New Jersey Department of Labor and Workforce Development, Division of Temporary Disability Insurance and Family Leave Insurance. It allows an employee to receive a portion of their weekly compensation up to a maximum amount per week as determined by the New Jersey Department of Labor and Workforce Development.

The benefit can be claimed in order to (1) bond with a child during the first 12 months after the child's birth or during the first 12 months after the placement of the child for adoption with the covered employee; or to (2) care for a family member with a serious health condition.

Employees who are eligible for New Jersey Family Leave Insurance (NJFLI) shall

be entitled to supplement their NJFLI benefit with unused accrued sick days up to 100% of pay. HPAE will advance the employee their full amount of pay and the employee will reimburse HPAE for the amount of FLI pay that HPAE has advanced when the employee receives such payment from disability. An employee must apply for Family Leave Insurance when they becomes eligible.

Employees must provide HPAE with 30 days notice for FLI claims to bond with a child unless the timing of the leave is unforeseeable. Failure to provide 30 days notice shall result in the forfeiture of the supplemental use of unused accrued sick days.

- g. All Full time and part time employees with five or more years of seniority may convert up to five unused, accrued sick days per year into vacation days. Such days may be converted after the annual vacation allotment has been scheduled and used. Such converted days may be carried over for the 30 calendar days if work requirement did not permit the employee to take the time off. Once converted, such days will be lost from the bank of accrued sick days. Such benefit is not retroactive.

15.5 Vacation

- a. Full time employee's vacation time shall be granted on an annual basis as per the following schedule:

Years of service	Entitlement
0 < 2 years	10 hours/month (120 hours/year)
> 2 years < 10 years	13.28 hours/month (160 hours/year)
> 10 years	16.64 hours/month (200 hours/year)

An employee will not be entitled to vacation until after the completion of their probationary period. Upon request, an employee may be permitted, with the approval of the HPAE President or their designee, to use up to five (5) vacation days before the completion of their initial probationary period, if needed. Should employment be terminated before the end of the initial probationary period, the unearned, advanced portion shall be paid back to HPAE by the employee.

- b. At no time may an employee be able to bank more than their annual entitlement. For example, an employee with less than 2 years of service may bank a maximum of 120 hours. In excess of that amount will be forfeited.

At the end of each calendar year, an employee may elect to be reimbursed for up to forty (40) hours.

Should an employee be unable to take vacation due to work requirements, then a request for such time in excess of the maximum to be carried over will not be unreasonably denied by HPAE President or their designee.

- c. Vacation for the year must be requested in writing with a minimum of one month's notice from requested time off. Vacation requests will be granted on the basis of seniority and staffing ability. Requests given with advanced notice for the use of single vacation days will not be unreasonably denied. All vacation requests will be submitted to the employee's supervisor.

- d. An employee may elect to donate any portion of their accrued but unused vacation time or personal days to a coworker. Once given, such time will be deducted from the employee's accrual bank. The time will be paid at the donor's rate of pay.

15.6 Jury Duty

- a. An employee who is summoned for jury service shall be excused from work for those days on which they receive pay for jury service and will be paid the difference between their regular pay and the pay for a juror for each work day while on jury duty.
- b. Employees shall receive their regular bi-weekly checks as they are due, and must endorse all checks received for jury duty over to the State Secretary/Treasurer as soon as they are received.

15.7 Disability

- a. **SHORT TERM:** Employees who are eligible for State Disability while on a sick leave shall be entitled to supplement their disability pay with their unused sick days. In such case, one-third sick day shall be charged for each day paid under State Disability up to the employee's accrued amount of sick leave. Employees will receive holiday pay for any holiday that falls during a period of approved disability. HPAE will advance the employee their full amount of pay and the employee will reimburse HPAE for the amount of disability pay that HPAE has advanced when the employee receives such payment from disability. An employee must apply for State Disability when they become eligible.
- b. **LONG TERM:** HPAE will provide a long term disability insurance plan for full time and permanent part-time employees who work more than 20 hours per week. In the event an employee cannot be covered due to a preexisting illness at a reasonable rate, HPAE will provide up to 6 months of a comparable benefit.

15.8 Leave Of Absence:

- a. Leaves of absence shall be granted for bona fide reasons (illness/injury, disability, personal, newborn childcare, academic, family) for up to six months. All leaves will be considered to be without pay unless otherwise provided for in this agreement. Extension of such LOA shall not be unreasonably denied for an additional period not to exceed six months for a total leave of twelve months.
- b. In the event an employee is absent from work due to a work related illness or injury, s/he will be eligible for a Worker's Compensation Leave for up to one year. The employee will be paid their regular salary less the amount of worker's compensation insurance benefit for a period of 4 months. After 4 months, vacation and sick time may be utilized to supplement the workers' compensation insurance benefit for an additional 3 months. No portion of such leave will be charged to any other leave to which the employee is entitled.
- c. HPAE will make its best efforts to fill the position vacated by leave on a temporary basis to preserve the position upon return.
- d. In the event that temporary coverage is not possible for all or part of the leave, the position may be permanently filled at the end of the first four-month period.

- e. The employee returning from a leave thereafter will be entitled to return to their former position if vacant or to any available position for which they are qualified until their former position is vacant.
- f. Seniority and benefits shall continue to accrue during the first four months of a leave. Seniority shall be maintained thereafter. Health Insurance will be provided during a leave of up to six months.
- g. An employee on a leave of absence may not accept new employment during such time or will be deemed to have resigned their position.
- h. If an employee takes up to one week approved personal leave; they may opt to have subsequent paychecks adjusted until the end of the calendar year to absorb the one- week's loss of pay.
- i. The employer shall offer light duty and/or part time work, where possible, to Administrative Support Staff employees returning from a leave who have bona fide medical restrictions.

ARTICLE 16. BENEFITS

16.1 Health Insurance

- a. HPAE will continue coverage under the Horizon BCBS Gold Plan. HPAE will provide coverage for the employee's dependent as provided by federal and/or state law, whichever provides the lengthier period. HPAE shall pay the cost of health insurance premiums for an employee, spouse/civil union partner, and the employee's dependents, except that effective the first full pay period of July 2022 and thereafter, employees will contribute the following amount a pay period towards the cost of the health insurance premium.

July 2022	July 2023	July 2024
\$20 for Family	\$30 for Family	\$40 for Family
\$15 for Employee/Dependent or Employee/Partner	\$20 for Employee/Dependent or Employee/Partner	\$30 for Employee/Dependent or Employee/Partner
\$12.50 for Single	\$15 for Single	\$20 for Single

Employee contributions towards the health insurance premium shall be made through payroll deduction. The plan year shall be from July 1 and through June 30.

- b. Out of pocket medical costs for employees will not be increased by the change from the Platinum to Gold Horizon BCBS plans. Upon written request, an expedited reimbursement process will be provided for employees who incur a verifiable out-of-pocket expense of \$1000 or more for a single event. Costs and reimbursement process are outlined in Appendix 13.
- c. HPAE will offer the Guardian Managed Dental Guard to employees, spouse/civil union partner and the employee's dependent children who participate in HPAE's health insurance plan. HPAE will pay the full cost of the premium. HPAE will pay

fifty percent (50%) of the cost of the premium if the employee chooses to participate in the Guardian Preferred Plan.

- d. HPAE may change the health insurance plan, provided there is no increase in the amount of unreimbursed out-of-pocket expenses and there is substantially similar coverage and provider network. HPAE will provide 30 days notice of any proposed change and will meet and discuss to ensure the above language is met.
- e. When an active employee becomes Medicare eligible, they must choose to whether to remain on the group health insurance (GHI) or opt out for direct Medicare coverage.
- f. If the employee chooses to be covered by the GHI, coverage for the employee's spouse/domestic partner will continue.
 - If the employee's spouse/domestic partner becomes Medicare eligible, the spouse/domestic partner may continue to be covered on the group health insurance, however, s/he must enroll in Medicare and Medicare will become the primary insurance and the GHI will become secondary for the spouse/domestic partner.
 - Should the employees' spouse/domestic partner not yet be eligible for Medicare, the Group Health Insurance shall be the primary coverage until eligibility occurs.

If an employee chooses Medicare coverage instead of the Group Health insurance, HPAE will reimburse the employee only for reasonable cost up to, but not exceeding, the current costs of the Group Health Insurance premium for single status. Eligible reimbursements will include the cost of Medicare Supplemental Insurance, Medicare Part B Premiums and Medicare Part D Supplemental Prescription Drug Premiums for all active employees who are Medicare eligible and IRS eligible medical expenses.

- g. Effective, July 1, 2022, employees may have up to three hundred \$300 per year reimbursed through a Health Reimbursement Account (HRA) Vision Plan for the purchase of prescription eye glasses, prescription contact lenses, and the cost of eye exams. Employees may utilize this reimbursement allotment for dependent/family members.
- h. Effective January 1, 2023, HPAE shall provide pre-tax flexible spending accounts to employees through which participating employees may pay for work related dependent care expenses, out-of-pocket health care expenses and work-related commuting expenses on a pre-tax basis as permitted under the Internal Revenue Code and applicable IRS regulations.

16.2 Retirement Fund

- a. HPAE agrees to maintain the current pension plan. Participation in the plan is mandatory. Only those employees who have completed 1 year of service are eligible. Upon employee's first anniversary, a contribution shall be made to the pension plan for that first year of service as per section b below. Beginning on the employee's first anniversary, they shall receive the payroll period contribution as per section b below. Combined contributions for the year may be limited if legal limits apply.

- b. HPAE shall continue to make a contribution on behalf of each employee to the pension plan. The amount of the contribution will be equivalent to 9% of what the employee has earned the previous payroll period exclusive of paid benefits. This contribution will occur as soon as is practicable. Each eligible employee will have their pension contribution updated from the previous year before these contributions begin.
- c. HPAE will contribute 3% on behalf of each employee to the 401K pension plan
- d. Two members of the Staff Union, one from each bargaining unit, shall be included on the HPAE Pension Committee.
- e. Retiree Medical Trust
 - 1. HPAE shall make a monthly contribution to the HPAE Retiree Medical Trust, in an aggregate amount equal to \$.20 per paid hour for each full-time and part-time employee covered by this agreement.
 - 2. HPAE shall make a contribution of \$.20 per paid hour for such employees on the first pay period after ninety (90) days of employment.
 - 3. Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made. Late payments may be subject to reasonable interest and/or penalties. Employees who are participants in the Retiree Medical Trust will receive a statement from the Trust on a yearly basis.
 - 4. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust. HPAE hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers:

 "Liabilities and Debts of Trust Fund. No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund."
 - 5. For any employee eligible for terminal benefit sick leave pay out, such may be contributed to the Retiree Medical Trust if they chose. This contribution may be made in part or whole.

16.3 Education Fund

- a. HPAE will pay for time off for up to a maximum of five (5) days annually for work related courses. Such courses must be approved in advance by the Secretary-Treasurer or their designee and will not be unreasonably denied.
- b. HPAE will advance the employee one-half the cost of tuition, books and fees for a course in pursuit of a higher degree. Such courses must be professionally related to the job, labor movement or health care industry. At the successful completion of the course and upon proof of a passing grade, HPAE will

reimburse the other half of the costs of tuition, books and fees. The maximum amount of funds available each calendar year will be \$5,000 for each employee. Such funds will not be cumulative. Employees with four (4) or more years of seniority will be eligible for up to \$6,000. Effective July 1, 2020, the maximum amount of funds available each calendar year will be \$6,000 for each employee. Such funds will not be cumulative. Employees with four (4) or more years of seniority will be eligible for up to \$7,000. New employees are eligible for the education fund after completing one year of service; this requirement may be waived by the Secretary-Treasurer or their designee.

- c. Reimbursement or payment of these funds will only be made upon proof of enrollment, cost and payment of such expenses.
- d. The employee agrees to continue employment with HPAE for a one year period following receipt of tuition. In the event the employee resigns prior to the completion of the one-year period, the employee will be obligated to return a prorated portion of the money. For example, if the employee leaves after nine months, the employee will be obligated to return 25% of the tuition money received the year before.
- e. Reimbursements and charges made to employees' total reimbursement allotment are to be made according to the calendar year that the course began.

16.4 Car Allowance

- a. HPAE will grant a monthly car allowance to current professional staff who use their car for business related travel in the amount of \$370 per month or the IRS allowance for business related mileage, whichever is greater. Effective July 1, 2022, posted positions will state the travel requirements for the position. Positions that require regular and frequent travel will be eligible for the car allowance.
- b. The employee receiving a car allowance shall be required to submit an accurate monthly mileage and car expense account to HPAE on a form provided by HPAE for all miles driven during the month for which the car allowance covers in accordance with Article 16.9. If the mileage records are not received car allowance/mileage will be forfeited for the previous month. Any portion of the monthly car allowance that is not accounted for will be included in the employee's IRS Form W-2 as taxable income and the appropriate taxes will be withheld from the employee's paycheck. Such payments will be excluded from the calculation of earned wages for the purpose of pension calculations. Mileage equal to, or in excess of, the monthly car allowance will be reimbursed at the IRS rate in accordance with Article 16.9 and will not be considered taxable income.
- c. The HPAE office from which mileage is based for each employee shall be determined by the Secretary Treasurer and will be based on the current assignment. Miles driven between an employee's home and an employee's primary assigned work location under IRS rules do not qualify for mileage reimbursement. In addition, when work related travel originates from home to a location other than an employee's primary assigned work location, only miles in excess of the employee's normal daily commute will be reimbursed.
- d. Permanent remote work employees will be assigned an HPAE office for reporting purposes. HPAE will reimburse as business mileage any travel between the

employee's remote work location and a work site, or between the employee's reporting office location and the work site, whichever is less.

- e. Administrative Support Staff will receive travel reimbursement for any assignments for which they are required to travel out of the office. This will include tolls, parking, and mileage reimbursement based on the current IRS mileage reimbursement rate multiplied by the number of miles driven.

16.5 Credit Card

- a. American Express credit cards will be issued to professional staff after completion of their initial probation period. Such cards may be used only for union business and only for such expenses that have been authorized by HPAE. They may not be loaned to or used on behalf of any other person.

16.6 Cell Phone and Data Plan Allowance

Employees who are required to use their cell phones for union related calls and texts will be given \$75.00 per month. Employees who are required to receive email with their telephone/data device (such as a Blackberry or iPhone) will receive an additional amount of \$25.00 per month.

These payments may be subject to taxes as per IRS rules but will be excluded from the calculation of earned wages for the purpose of pension calculations.

Employees shall be permitted the use of office telephones for personal use provided such use is done on a reasonable basis. The employee will reimburse HPAE for the cost of long distance personal calls. Long distance calls will be defined as calls outside of the area code from which the calls are being made. Calls to other states are permitted only directly relating to an employee's current assignment. Out of state calls for other reasons must be approved in advance or will be paid by the employee. One long distance call to home per day will be permitted.

16.7 Meal and Travel Reimbursement:

- a. Should the work duties of Organizers, Staff Representatives, Public Policy staff or Administrative Support Staff away from the office extend beyond a four hour period, the employee will be entitled to a meal reimbursement as follows according to the time of day such work occurred.

Breakfast	\$10.00 maximum reimbursement
Lunch	\$15.00 maximum reimbursement
Dinner	\$35.00 maximum reimbursement
- b. Such reimbursement shall be for food and non-alcoholic beverages only and shall be limited to a maximum of two meals per week unless approved due to special circumstances. The employee must provide a receipt from each.
- c. Work assignments that require travel 150 miles or more round trip from the office will entitle the employee to a daily meal reimbursement of up to \$60 per day (includes tips). The employee must provide a receipt from each meal to be reimbursed.
- d. A staff person who is on an overnight assignment shall be entitled to a \$60 per

diem, provided that if a meal is provided, the daily per diem shall be reduced by the amount of each meal provided, based on the maximum reimbursement of meals provided in 16.6a.

- e. Should a daily assignment require an employee to travel 200 miles or more round trip from the office, the employee will be entitled to stay overnight at a hotel at a cost of up to a maximum of \$120.00 per night, or higher amount as authorized by HPAE.
- f. HPAE will pay for costs of hotel accommodations and travel for approved out-of-state trips.
- g. Should a daily assignment require an employee to be away from home for long periods of time and if it would be hazardous to drive, then the employee may request to stay overnight in a hotel at a cost of up to a maximum of \$90 per night. Such authorization shall be made by the Secretary/Treasurer or designee.

16.8 Life Insurance

HPAE shall provide the bargaining unit members with a convertible life insurance plan. HPAE and the Staff Union shall mutually choose the carrier for the plan. Effective July 1, 2013, HPAE shall provide life insurance, as well as long-term disability, through Assurant. The term life insurance for each bargaining unit member will be in the amount of \$50,000. New employees will be enrolled in the plan upon successful completion of their probationary period.

16.9 Expense Reimbursements

HPAE will reimburse employees for approved work-related expenses. Expense records shall be submitted no later than the last business day of the following month the expense was incurred. If records and receipts are not submitted within that time, expenses will not be reimbursed.

Employees are entitled to two (2) extensions per year not to exceed two weeks exclusive of paid time off. Exceptions will be allowed for unusual work situations and sick leave as determined by the HPAE President or their designee.

HPAE will direct deposit employee expense reimbursements. Expense reimbursements will only be processed for direct deposit every other week on the regular payroll date provided expense records and receipts are properly received and approved prior to the end of the pay period. Expense reports received and approved after the pay period will be paid on the next payroll date.

Expenses will not be reimbursed until an employee has submitted their American Express expense report for the same month.

ARTICLE 17. TERMINAL BENEFITS

- a. An employee, who voluntarily resigns or retires, shall be required to submit a written resignation notice of four weeks, exclusive of vacation time.
- b. Upon receipt of such timely notice, the employee will receive payment of all accrued but unused personal days, vacation days, and holidays along with their final paycheck.

- c. Upon receipt of such timely notice, employees with greater than 12 years of continuous service will receive one-third of all accrued but unused sick time to a maximum of 80 days in addition to the receipt of benefit days listed in paragraph b.

Payment of entitled unused sick time shall occur as follows:

Sixty (60) percent of such payment shall be in the form of a cash pay-out.

Forty (40) percent of such payment shall be in the form of employer contributions to the HPAE Retiree Medical Trust, on the condition that the Trust converts such contribution into "Active Services Units" according to Section 2.2d of the plan of the Trust. The employer shall contribute the monies to the Trust on a pre-tax basis.

- d. An employee who resigns or retires with less than four weeks' notice exclusive of vacation time will forfeit accrued benefit time as outlined in the paragraphs above.
- e. An employee who is terminated for just cause will forfeit accrued benefit time as outlined in paragraphs b and c except in cases where an employee is terminated for work performance.
- f. Any employee who is separated from employment must return all HPAE equipment, property, and files and submit all outstanding expense reports on or before their last workday. Employees who fail to do so shall have the payment of accrued but unused benefit time in Section b, accrued but unused sick time in Section c, and reimbursement of outstanding expenses in Article 16.9 withheld until such obligations are met. In addition, HPAE may deduct the cost for the value of property that the employee failed to properly return from such payments.

ARTICLE 18. SAVINGS CLAUSE

Any provision of this agreement that is determined to be contrary to an existing State or Federal law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. All other provisions of this agreement shall continue in effect.

ARTICLE 19. POLITICAL ACTIVITY

Employees shall not engage in any HPAE political activity including but not limited to the following activities:

- a. Publicly endorsing or advocating any candidate for local, state or national HPAE or AFT elective office.
- b. Contributing funds or service toward the election of any candidate for any local, state or national HPAE or AFT elective office.
- c. Engage in activities that undermine or in any way interfere with the authority of any local or state leaders.
- d. Engages in public or work-related activity that discredits HPAE or that conflicts with HPAE policies.
- e. Interfering with conduct or business of the State Executive Council.

ARTICLE 20. INDEMNIFICATION

HPAE shall provide legal counsel and defense for an employee who is charged with any claim, suit or judgment against him or her that is related to the job while properly executing their job duties.

ARTICLE 21. DUES DEDUCTION

Upon receipt of proper authorization for payroll deduction for union dues, HPAE will deduct such monies as directed and submit such monies no less frequently than once per month to the union.

ARTICLE 22. SALARY AND EXPERIENCE CREDIT

A. Administrative Support Staff

1. New Hires

Starting Rates:

	July 2022	July 2023	Jan 2024	July 2024	Jan 2025
Administrative Support Staff I	\$18.81	\$19.28	\$19.47	\$19.96	\$20.16
Administrative Support Staff II	\$21.31	\$21.84	\$22.06	\$22.61	\$22.84
Administrative Support Staff III	\$24.31	\$24.92	\$25.17	\$25.80	\$26.05

Prior Experience: Each completed year of experience related to the job will be recognized by an additional \$0.33 per hour added to the starting rate up to 10 years. Experience greater than 10 years will be recognized accordingly.

2. Current Employees

Year 1: Effective the first full pay period of July 2022, all current Admin I and Admin II bargaining unit employees on payroll shall be brought to the above rates, with appropriate experience recognition.

Year 2: Effective the first full pay period of July 2023, all administrative bargaining unit employees on payroll will receive an across-the-board increase to their salary of 2.5%.

Effective the first full pay period of January 2024, all administrative bargaining unit employees on payroll will receive an across-the-board increase to their salary of 1%.

Year 3: Effective the first full pay period of July 2024, all administrative bargaining unit employees on payroll will receive an across-the-board increase to their salary of 2.5%.

Effective the first full pay period of January 2025, all administrative bargaining unit employees on payroll will receive an across-the-board increase to their salary of 1%.

3. Anniversary Increases:

Administrative Support Staff will receive a wage increase of \$0.48 per hour in the first full pay period following the completion of each year of service.

Administrative Support Staff earning over \$135,000 will receive a lump sum bonus of \$1,250 in the first full pay period following completion of each year of service in lieu of the anniversary increase. The lump-sum will be pro-rated for part-time employees.

B. Professional Staff

1. New Hires: Qualified candidates shall start at the base rate of pay.
2. Trainees: HPAE reserves the right to hire new employees who are not experienced and have not demonstrated competency to independently perform the Staff Representative 1, Organizer 1, or Public Policy 1 job requirements at a rate of pay of up to \$2500 less than the base rate. Such employees will be considered to be in training.

Such employees will be evaluated after six months and twelve months following the date of hire. If at such time, the employee meets the requirements of the Staff Rep I, Organizer I, or Public Policy I, such employees will be placed at the base rate of pay.

If at the end of the first year of employment the trainee does not meet the requirements of the Staff Rep I, Organizer I, or Public Policy I, the trainee will receive a salary increase of one-half the difference between such salary and the base rate then in effect.

If at the end of the second year of employment the trainee does not meet the requirements of the Staff Rep 1, Organizer 1, or Public Policy I the trainee may be terminated or retained in a trainee position for a fixed number of months. If retained, the trainee will receive a salary increase of one-half the difference between such salary and the base rate then in effect.

3. Prior Experience Credit: Professional staff positions in this bargaining unit will receive \$1,000 added to the starting salary for their position for each year of outside (non-HPAE) experience up to ten (10) years and \$500 per year for each additional year of outside (non-HPAE) verifiable prior experience. Effective June 24, 2008, new hires will receive prior experience credit for each year that they previously worked with HPAE based on the current experience credit in section 4 below.

Local Officers who are hired onto the HPAE staff shall receive a \$750 prior experience credit for each year they have functioned as an HPAE Local Officer. State Officers will receive prior experience credit for each year that they previously worked with HPAE based on the current experience credit in section 4 below.

4. Current Experience Credit:

Upon Ratification: Effective the first full payroll period following ratification, all professional staff shall have their salaries adjusted by \$1825 based on the implementation of changes to the previous experience credit in

section 22.B.3 above on credit received at date of hire.

Year 1: Effective the first full pay period of July 2022, all current professional unit employees on payroll will receive an across-the-board increase to their salary of 3.0%.

Year 2: Effective the first full pay period of July 2023, all professional staff bargaining unit employees on payroll will receive an across-the-board increase to their salary of 2.5%.

Effective the first full pay period of January 2024, all professional staff bargaining unit employees on payroll will receive an across-the-board increase to their salary of 1%.

Year 3 Effective the first full pay period of July 2024, all professional staff bargaining unit employees on payroll will receive an across-the-board increase to their salary of 2.5%.

Effective the first full pay period of January 2025, all professional staff bargaining unit employees on payroll will receive an across-the-board increase to their salary of 1%.

Professional Staff will receive a salary increase of \$1,000 effective the first full pay period following the completion of each year of service.

Professional Staff earning over \$135,000 will receive a lump sum bonus of \$1,250 in the first full pay period following completion of each year of service, in lieu of the anniversary increase. The lump-sum will be pro-rated for part-time employees.

5. Starting Rates of Pay

	July 2022	July 2023	Jan 2024	July 2024	Jan 2025
Professional Staff I	\$68,920	\$70,643	\$71,349	\$73,133	\$73,865
Professional Staff II	\$78,319	\$80,277	\$81,080	\$83,107	\$83,938
Professional Staff III	\$86,351	\$88,510	\$89,395	\$91,630	\$92,546

HPAE and the Staff Union shall establish a training program to provide skills training for Service and Organizing Department positions. The training program will be established within the first year of the contract. Participation in the program will be by mutual agreement between the employee and HP AE.

In the event an employee transfers from one department to another (e.g. Organizing to Service) HP AE will provide 90 days of orientation and mentoring with the goal of providing skill training so that they employee can assume the new job at the same pay Level the employee is currently at.

If after such orientation the employee is not able to fulfill the role at the same or higher level, the employee will be given the option to return to the former position or take the lower pay level position.

Such training and orientation opportunities apply only to employees with 3 or more

years of seniority.

ARTICLE 23. HEALTH AND SAFETY

23.1 Employer Obligation

- a. The Employer and employees will observe and comply with all local, state, and federal health and safety laws and regulations. The employer shall make reasonable provisions for the safety and health of its staff, free of recognized hazards and the Union and employees shall cooperate with such provisions.
- b. An employee must report incidents of unsafe and/or unhealthful conditions to their supervisor immediately. The Employer shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit staff members.

23.2 Ergonomic Workstations

- a. HPAE will make every reasonable effort to provide ergonomic workstations for employees. Upon request HPAE shall meet with the Staff Union to discuss the implementation of such ergonomic workstations.

23.3 Lactation Spaces – HPAE will adhere to applicable law.

ARTICLE 24. PERFORMANCE EVALUATIONS

24.1 Employees shall receive a performance evaluation after one (1) year of employment and may be evaluated each year thereafter. The President of HPAE or their designee shall meet with and review the evaluation with the employee. If the employee disagrees with the evaluation, the employee shall have the right to respond in writing to the evaluation and such response shall be placed in the employee's personnel file and attached to the evaluation.

24.2 Upon request, an employee shall receive a performance evaluation on any subsequent anniversary date if one has not already been conducted in the same year.

24.3 The Staff Union shall have input into the development of new evaluation tools for positions covered by this Agreement.

ARTICLE 25. LABOR MANAGEMENT COMMITTEE

The Staff Union and HPAE agree to the creation of a Labor-Management Committee. The committee shall be composed of up to four (4) members selected by the Staff Union and up to four (4) members selected by HPAE to meet as requested to discuss issues brought forth by either side. Time spent at such meetings will be counted as time worked and compensated accordingly. The committee will meet at a minimum of four (4) times per year on a quarterly basis. Additional meetings can be convened if mutually agreed to by both parties.

ARTICLE 26. CONTRACT TERM

This agreement will be effective on June 1, 2022 and will expire at 11:59 pm on May 31, 2025. There shall be no strikes or lockouts during the term of this agreement.

For Health Professionals and Allied Employees, American Federation of Teachers, AFL-CIO:

x. 

Chris Whalen
Executive Director

HPAE Bargaining Committee

Chris Whalen


Debbie White

Alexis Rean-Walker

Fred DeLuca

Date: May 31, 2022

For Washington-Baltimore Newspaper Guild, Local 32035, The Newspaper Guild-Communications Workers of America, AFL-CIO, CLC:

x. 
x. [Joel Brooks \(Nov 2, 2022 11:16 EDT\)](#)

Joel Brooks
Unit Chair

WBNG Bargaining Committee

Joel Brooks

Cet Parks

Alethea Dixon

Lee Ann Rooney

Corrado Cotumaccio

Christine Munck

Charlie Cucci

Date: May 31, 2022

SIDE LETTER 1

HPAE and the Staff Union recognize the importance and support the recruitment of HPAE members to obtain release time from their employer to assist in temporary assignments. HPAE and the Staff Union agree that the HPAE member may be reimbursed for lost wages at their regular rate of pay. In the event HPAE recruits a member to take a leave of absence from their position, HPAE shall notify the Staff Union at least three (3) weeks before the start of the member's leave. No bargaining unit employee shall be laid off as a result of such temporary assignments.

In addition, HPAE reserves the right to create special projects and assignments, including internships. The HPAE President will notify the Staff Union of the creation of a paid position for any local member or officer to do special projects, participate in an HPAE internship program, or do HPAE work at least thirty (30) days prior to their creation. Both sides will meet to clarify the role, scope, and authority of all involved. The creation of any such position will not be for the purpose of laying off bargaining unit employees or replacing bargaining unit positions.

Notwithstanding Article 14.5, Sue Clements shall continue in their current employment with HPAE at the discretion of HPAE.

SIDE LETTER 2

- 1) Current Employees who opted out of the HPAE Group Health Insurance coverage when the Oxford Liberty/0/G (POS) plan was first offered in 2005 will be eligible for the following HRA. This money will be available through a Health Reimbursement Account (HRA) July 1 of each year through June 30 of each year. Any unused amount cannot be carried over from year to year.
- 2) If the employee chooses the Health Reimbursement Account (HRA), only those medical bills under the IRS code will be reimbursed.
- 3) The following employees who waived out of health care coverage will have a maximum reimbursement of \$11,500: Jeffrey Ball and Lee Ann Rooney.
- 4) HPAE and the Staff Union agree that all Health Care Reimbursements previously covered under Article 16.1 Health Insurance will continue to be covered under the new HRA plan as per Appendix 13 of the Agreement.

SIDE LETTER 3

Workplace Bullying and Violence Prevention. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is therefore agreed that that workplace bullying and workplace violence are inappropriate and unacceptable. Violations of this provision shall be addressed through the existing policy and procedure and not subject to the contractual grievance and arbitration process. If the complainant is dissatisfied with the outcome of this procedure, the complainant will have the right to initiate mediation of the complaint by the Federal Mediation and Conciliation Service, in accordance with FMCS rules.

SIDE LETTER 4

Proposed changes to the job descriptions shall be in accordance with the National Labor Relations Act, the collective bargaining agreement, and past practice.

SIDE LETTER 5

Salary Adjustments

Organizers:

Effective the first full pay period of July 2022, employees in the position of Organizer I shall retain their current title and be reclassified to the Professional I salary scale, employees in the position of Organizer II shall be reclassified to the Professional II salary scale, and employees in the position of Lead Organizer shall be reclassified to the Professional III salary scale.

Employees eligible for reclassification shall receive a salary increase in accordance with Article 14.8 Professional Staff Promotions. Employees receiving the reclassification shall not be eligible for the previous experience adjustment in section 22.B.3, the across-the-board increase and anniversary increase in section 22.B.4 during the first year of the agreement.

However, these employees shall receive the across-the-board increases and anniversary increases in the second and third year of agreement.

Finance Staff:

Effective the first full pay period of July 2022, employees in the position of Human Resources/Finance Assistance III will be reclassified to "Payroll/Human Resources Specialist." Employees in the position of Bookkeeper will be reclassified to "Accounts Receivable/Accounts Payable Specialist" on the Admin Support III wage scale.

Employees eligible for reclassification shall receive a wage increase of \$3.37 per hour. Employees receiving the reclassification shall not be eligible for the previous experience adjustment in section 22.A.1, the across-the-board increase in section 22.A.2, and anniversary increase in section 22.A.3 during the first year of the agreement.

However, these employees shall receive the across-the-board increases and anniversary increases in the second and third year of agreement.

Project Coordinator:

The Project Coordinator will be placed on the Professional Scale and will be eligible for the previous experience adjustment in section 22.B.3, the across-the-board increase and anniversary increase in section 22.B.4.

APPENDIX 1. ADMINISTRATIVE SUPPORT STAFF JOB DESCRIPTION

Administrative Support Staff 1

- Basic computer and data entry skills required.
- Knowledge of Microsoft Office and current HPAE programs.
- Sorts and distributes mail.
- Receives and routs incoming calls.
- Greet visitors.
- Performs general clerical duties such as filing, photocopying, faxing.
- Light typing of envelopes, labels, and form letters.
- Generates labels for mailings.
- Assists with mailings.
- Assists with special Board Request.

Administrative Support Staff 2

- Can perform functions of Staff Support 1.
- Assists Staff Support 1 when necessary.
- Knowledge of HPAE Programs being used; currently Microsoft Office, Word, Access, Excel, and Magic.
- Researched data, creates, formats and types correspondence and reports.
- Dues, Bargaining Units & Seniority Lists.
- Follows up with all correspondence for their local/locals regarding membership dues via phone calls, letters and e-mails.
- Can launch a new hospital.
- Works with comptrollers and other managers at the various hospitals (explaining how to set up dues and many other reports needed).
- Assist State Officers, Managers or Staff Representatives with independent projects.
- Can prioritize and work independently.

Administrative Support Staff III (Staff Leader)

Administrative Support Staff who have or obtain the position of Administrative Support Staff III (Staff Leader) shall coordinate the many support services that allow HPAE to operate efficiently and perform a broad range of duties associated with HPAE member's information, including but not limited to:

- Oversee the maintenance of membership program and files in conjunction with each Support Staff member;
- Assist the support staff with problems associated with the Locals;
- Implementation of procedures to improve productivity of member services (e.g. Magic programmer).
- Train newly hired Support Staff on the use of maintaining membership information and the membership program.
- Meet with the Support Staff on a monthly basis (or as needed).

This individual will report to the Office Manager and/or Secretary/Treasurer on a bi-monthly basis.

The permanent assignment of this title is contingent upon continued successful performance determined by regularly scheduled job performance evaluations.

Administrative Support Staff / Finance-HR

- Works independently.
- Can perform all functions of Administrative Support Staff and Administrative Staff Support II.
- Directly assists the Secretary Treasurer as it relates to personnel and finances such as:
 - Employee Benefits
 - Payroll
 - 401K/Pension
 - Reimbursement
 - HPAE New Hires
 - And anything else that relates to the job.

Payroll and Human Resource Specialist

Position Summary

Payroll Specialist is capable of managing all aspects of the payroll function as well as the day-to-day human resource operations.

Responsibilities:

Processes Payroll

- Collect payroll information data for biweekly and off cycle payrolls
- Compute wage, overtime, termination, and other types of pay
- Review for accuracy and completeness by checking:
 - Approvals for time off,
 - Allocation of hours to departments and projects,
 - Benefits eligibility and accuracy of withholdings for taxes and benefits
- Enter data into payroll and administrative databases and software programs
- Review output registers and reports and reconcile earnings and deductions totals
- For benefits not managed by the payroll service provider, calculate employer portion and process remittance of amounts withheld for payment of employee benefits.

Human Resources

- Coordinate deduction set-up, verify and processes unused vacation and sick leave payouts, and terminate all payroll deductions for retiring and terminating employees.
- Facilitates employee participation in various voluntary payroll deductions by providing forms, checking accuracy of completed forms and ensuring the authorized deductions are made from the employee's paychecks and disbursed to the proper agencies or companies designated by the employee
- Trains new employees and approvers on the timekeeping and expense management systems
- Assists employees having trouble accessing their timesheets, and contacts employees who have not submitted their timesheets for processing.

Maintains Records and Prepares Reports in Third Party Payroll Service Provider Payroll System

- Perform tasks to establish and maintain employee payroll records in the payroll system
- Perform tasks to establish and maintain confidential employee personnel files
- Post changes in pay, tax status, and other miscellaneous categories

- Review and process employee expense reports and payments
- Establish and maintain an electronic filing system to ensure ease of retrieval of all payroll reports and reports related to all payroll tax filings made

Responds to Auditor Inquiries

- Compile payroll data for auditors to facilitate the annual financial statement audit, the IRS Form 990, DOL Form LM2 filings, and annual chargeable audit
- Prepare various schedules and research and answers questions posed by HPAAE's external auditors.

Finance/Accounting Team Support

- Provide payroll information to responsible finance team member to facilitate preparation of the import template for uploading periodic payroll information into the general ledger system.
- Work with appropriate finance team member to correct out of balance conditions in the upload template.
- Participate in Finance team and appropriate cross-functional team(s) throughout HPAAE as needed.
- Perform special projects as needed and/or requested.
- Participate in learning opportunities to enhance individual, team, and organizational performance.
- Share learning with others, as appropriate and some aspect applied to the improvement of the workflow or the overall workplace.

General

- Interact with internal and external customers, vendors and consultants
- Research and troubleshoot related issues
- Other personnel and general office related tasks as needed.

Qualifications

- Bachelors degree in accounting, business administration, or related discipline, or equivalent in work experience.
- Proficient in MS Office applications (Word, Excel, and Outlook).
- Working knowledge of payroll best practices
- Strong knowledge of federal and state regulations
- Working knowledge of ADP or other similar payroll services
- A minimum of five years' experience of payroll for multi-state employers
- 2-3 years experience with Intacct or similar finance software.
- Proficiency in Accounting, Expense Reimbursement, Accounts Payable and CRM software systems (Intacct, Nexonia, Yooz, Salesorce) or similar systems.
- Ability to manage multiple tasks while maintaining a high level of accuracy
- Basic knowledge of labor unions, organizational structure, collective bargaining, and accounting.
- Ability to perform in a team-oriented environment.
- Ability to deal sensitively with confidential material.
- Strong customer service skills.
- Strong organizational skills and the ability to prioritize.

The permanent assignment of this title is contingent upon continued successful performance determined by regularly scheduled job performance evaluations.

HPAE reserves the right to post Administrative Support Staff III positions based on need and/or ability of staff to meet the requirements of the position(s).

Support Staff (Creative Design Assistant)

The Support Staff/Creative Design Assistant must maintain the job responsibilities of Administrative Support Staff (above) and be able to work independently in order to perform the following:

- Create the design, development and implementation of web pages, web-based applications, and electronic commerce activities in support of the HPAE website.
- Conceptualize, create and maintain the One Voice web pages, applications, including creating images, text, and graphics. Create an Internet style guide for HPAE consistency. Maintain current knowledge of web design technologies with a basic knowledge of related Internet programming and multimedia technologies. Also have a basic knowledge of web server capabilities and operation.
- Establish and maintain style guidelines and visual format standards for web layouts and graphics.
- Create member and staff surveys using Leadernet and other programs.
- Keep members informed using the Get Active Advocacy program.
- Other duties as assigned by immediate supervisor.

- The permanent assignment of this title is contingent upon continued successful performance determined by regularly scheduled (bi-monthly) job performance evaluations.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work involves a similar or related assignment.

APPENDIX 2. STAFF REPRESENTATIVE I, II, AND III JOB DESCRIPTION

General Requirements:

Bachelor's or higher degree in Labor Relations or related studies. Comparable experience in labor relations in lieu of degree.

Good writing, interpersonal, and verbal skills.

Staff Rep Job Classifications:

Staff Rep I- Shall be capable of performing independently and competently all of the basic tasks (1A, 2A, 3A, 4A, and 5A) listed below.

Staff Rep II - Shall be capable of performing independently and competently all basic (1A, 2A, 3A, 4A, and 5A) and intermediate tasks (1B, 2B, 3B, 4B, 5B), and 4C.

However, a Staff Rep I may be promoted to a Staff Rep II without 4C provided they can perform 1C and has taken a course on negotiations, as approved by HPAE. Such staff person must be assessed to perform independently and competently 4C after being given the opportunity to function as a lead negotiator by HPAE.

Staff Rep III - Shall be capable of performing independently and competently all basic and intermediate tasks, as well as 1C, 2C, 3C, and 4C, plus can perform independently and competently one of the specialty areas listed in 6.

Core Areas of Functioning for Staff Reps:

1. Internal Organizing

A. Basic

- With direction, mobilize members and activists for union activities
- ID leaders
- Maintain lists

B. Intermediate

- Assess the internal structure of the local and develop a plan for internal organizing
- Work with the LEB to implement the plan

C. Advanced

- Coordinate a multi-faceted, comprehensive campaign that involves several HPAE departments, including a contract campaign, a strike and related activities, or a state-wide campaign/special project (e.g. staffing campaign)

2. Membership Representation/Contract Enforcement

A. Basic

- Help Reps and Officers to handle issues and grievances
- As part of a Union Committee, represent the Union in joint committees

B. Intermediate

- Prepare cases for arbitration - Grievance Worksheet, Analysis of the Case, etc.
- Help the Union Advocate to present arbitration cases
- Present grievances, or mentor local officers and reps in presenting grievances, at all steps prior to arbitration

C. Advanced

- Prepare and present an arbitration case
- Write a post-hearing brief

3. Leadership Development

- A. Basic
 - Function as an information resource for members, Reps, and Officers
 - Assist in providing formal trainings
- B. Intermediate
 - Act as mentor to Reps and officers
 - Present formal trainings to Reps and Officers
- C. Advanced
 - Develop an overall plan for leadership development in a local

4. Negotiations

- A. Basic
 - Assist the lead negotiator in gathering information and preparing proposals
 - With direction, present specific proposals
- B. Intermediate
 - Function as "2nd" to the lead negotiator - Substitute for the lead negotiator as needed
 - With the Committee, write and modify contract proposals
 - Cost out a contract
- C. Advanced
 - Function as lead negotiator
 - Coordinate the contract campaign
 - Conduct negotiations training

5. Legal Representation - Government Agencies

- A. Basic
 - Assist in preparing cases for the NLRB, PERC, PLRB, or other government agencies (unemployment compensation)
- B. Intermediate
 - File ULPs and/or UPCs
 - Prepare summary statements of our case
 - Represent the Union through the "conference" or informal resolution phase
- C. Advanced
 - File briefs in connection with a case
 - Represent the Union at formal hearings

6. Staff Rep III Specialty Areas

- A. Health and Safety Coordinator
- B. Internal Organizing Coordinator
- C. Arbitration/Legal Representation Coordinator
- D. Education and Training Coordinator
- E. Team Leader
- F. Community Outreach Coordinator

HPAE will explore adding more Staff Rep III specialty areas. HPAE will meet and discuss with the Staff Union to reach mutual agreement, as per past practice.

APPENDIX 3. PROJECT COORDINATOR JOB DESCRIPTION

1. Grievance/Arbitration Coordinator
 - Case filing, scheduling & calendaring
 - Database input
 - File maintenance
 - Administration of State Arbitration Committee or its successor body
2. Events Coordinator:
 - HPAE Convention
 - AFT Convention
 - PIC
 - Picket line, rally, and work stoppage support
3. Meeting Room Coordinator
4. Administration of Nominations/Elections/Referendums
 - State (per the by-laws)
 - Local (per local by-laws)
 - Delegate elections
 - Constitution and by-laws amendments

APPENDIX 4. ORGANIZER JOB DESCRIPTION

1. FUNDAMENTAL SKILLS
 - a. Knowledge of the labor movement
 - b. Ability to talk with people effectively and listen and relate to them on an individual group basis.
 - c. Ability to move people to action.
 - d. Ability to establish and implement a plan of action.
 - e. Strong communication skills; verbal and written
2. ASSESS AND TARGET GROUPS FOR ORGANIZING
 - a. Investigate leads in a timely manner.
 - b. Recognize and implement actions to fully develop leads.
 - c. Research target thoroughly including past union experience, employer background, and relationship with other facilities.
 - d. Make recommendation for a plan of action.
3. DESIGN PLAN AND IMPLEMENT ORGANIZING CAMPAIGNS
 - a. Establish and train organizing committee.
 - b. * Investigate employer's consultants on campaign.
 - c. Conduct meetings for committee and larger groups.
 - d. Conduct home visits.
 - e. Establish and implement union building activities.
 - f. * Write and produce campaign literature.
 - g. * Prepare responses to employer's campaign for committee and literature.
 - h. * Develop contacts and support with community and other unions.
 - i. * Organize rallies and events to support the campaign.
 - j. Assess and evaluate information.
4. PREPARE BUDGET AND COORDINATE AS A NON-SUPERVISORY "LEAD" OTHER ORGANIZING STAFF
 - a. * Will work with the HPAE Organizing Director and HPAE Secretary-Treasurer to establish budget for cost of campaign including but not limited to staff, literature, office, equipment rooms, travel, etc.
 - b. * Train organizing committee and staff, as needed.
 - c. * Evaluate information received and direct committee/staff accordingly.
5. KNOWLEDGE OF LABOR LAW
 - a. Must possess knowledge of current labor laws especially as it applies to representation elections.
 - b. Must possess knowledge of what constitutes unfair labor practices and objectionable conduct.
 - c. * Must be able to prepare and present petitions to the National Labor Relations Board or Public Employment Relations Commission.
 - d. * Must be able to gather appropriate information to present or defend objectionable election conduct.
 - e. * Must be able to represent union at representation hearings before NLRB or PERC. In cases where the issues are legally complex, will work with the HPAE Organizing Director or lawyer.

REPORTS TO: HPAE ORGANIZING DIRECTOR AND HPAE OFFICERS

Advancement to a higher level must be based on competency to independently handle the job description requirements.

Organizer II must be able to perform all of the above including the ones marked with an asterisk. Must be able to provide guidance to other organizers.

Lead Organizer must be able to perform all of the above and have the ability to independently run a campaign and coordinate as a non-supervisory "lead" other organizing staff.

APPENDIX 5. PUBLIC POLICY I AND II JOB DESCRIPTION

Qualifications for Public Policy I (must meet all of the following qualifications)

1. Up to 2 full years prior experience in union or community organization
2. Understanding and ability to conduct community outreach, legislative outreach and mobilization of members for legislative issues
3. Ability to write press releases and deal with media inquiries
4. Ability to write testimony and work with leadership in presenting HPAE issues to the public
5. Experience and ability in public speaking and presentations
6. Assist locals in creating a public policy program (COPE, Community outreach) within their local and help them to identify issues, develop a strategy and a plan to address them.
7. Ability to write articles for state and local newsletters.

Qualifications for Public Policy II must meet all of above qualifications and 4 out of 6 of the following:

- 1 or more full years of outside experience working with unions, community organizations and/or coalition organizations; or two years HPAE experience in same areas.
- 2 Experience in legislative process and ability to independently coordinate a public legislative campaign;
- 3 Ability to conduct research into hospital finances , board of directors and other strategic information for contract support and /or organizing and to implement strategy based on information;
- 4 Ability to independently implement press strategy for contract or legislative campaign: including paid and earned media, press conferences and events;
- 5 Proven competency in writing policy papers, testimony, opinion pieces and news articles on HPAE issues;
- 6 Competence and experience in independently conducting a community and political support campaign for HPAE local contract effort and/or electoral campaign.

APPENDIX 6. STAFF REP III, AND PUBLIC POLICY III JOB DESCRIPTION

1. Staff who have or obtain the position of Staff Rep III or Public Policy III shall either:
 - a. Coordinate, as a non-supervisory "lead", other HPAE staff as part of a team, or
 - b. Coordinate a key HPAE activity/program
2. HPAE reserves the right to post additional Staff Rep III and Public Policy III positions based on need and ability of staff to meet the requirements of the position(s).

Health and Safety Coordinator:

Eligibility Requirements:

- Educational degree related to health and safety (e.g. Masters of Public Health, Industrial Hygienist, etc.) or comparable experience in providing health and safety resources to a labor union or non-profit organization.
- Has been or is currently involved with HPAE's health and safety initiatives.

Job Description:

- Facilitate HPAE's health and safety taskforce.
- Resource/research person for staff and local officers on health and safety issues.
- In conjunction with the Education Director, coordinate health and safety education/training and organize conferences and workshops.
- In conjunction with the Public Policy Director, work on legislative issues related to health and safety.
- Write articles and updates for the Clarion and the HPAE web site on health and safety.
- Assist in developing health and safety contract language.

Education and Training Coordinator:

Eligibility Requirements:

- Certified prior experience as a teacher or trainer.
- Experience in developing curricular materials and lesson and/or training.
- Knowledgeable of the basic principles of adult education (e.g. the value of participatory and experimental forms of education).

Job Description:

- Do at least 4 trainings yearly outside of their assigned locals.
- In conjunction with the HPAE Education Director, develop curricula and lesson plans.
- Facilitate a committee that reviews current trainings and develops new trainings.
- Write updates for the Clarion and the HPAE web site on education and training issues.
- Communication skills, including strong writing and verbal skills.

Team Leader:**Eligibility Requirements:**

- Capable of independently doing the full range of Staff Rep II job duties
- Has demonstrated superior skills in coordinating contract campaigns and functioning as a chief negotiator for at least three contracts for bargaining units with over 200 members
- Has demonstrated superior skills in helping locals establish and maintain a strong internal organizing/membership mobilization structure
- Has demonstrated superior skills in functioning as a resource and mentor to other staff

Job Duties:

- Provide guidance and mentoring for a team of Staff Reps on a day to day basis
- Help Staff Reps in the team to develop a plan of action for their local(s) and to assess those plans
- Meet with the team of Staff Reps on a regular basis to review local activities and their work
- Report on a regular basis to the HPAE Education Director on membership representation activities of the locals and the Staff Reps
- Assist the HPAE Education Director as needed

This position can only be achieved when HPAE posts the position, based on the needs of the organization, and the bidder is able to meet the requirements of the position.

Public Policy III:

Eligibility Requirements:

- Meets all qualifications outlined in Appendix 5
- years or more of outside qualifying experience; or 4 years of HPAE experience; and
- Assignment to special ongoing project in addition to job responsibilities.

Job Duties:

As assigned by Public Policy Director, the job responsibilities may include some or all of the following, in coordination with other policy staff, HPAE lobbyist and/or Policy Director:

- Support for contract campaigns, assigned by geography or need, which will include working with local leadership to define public support needs; training of leadership; scheduling meetings with local elected officials and outreach to local community groups, as well as media relations;
- Coordination of legislative campaigns, including mobilization of members for legislative outreach, support for grass-roots lobbying on HPAE supported legislation.
- Media support and outreach, including writing of press releases, opinion pieces, and development of paid and earned media strategies and tasks;
- Leadership development and training; including training of leadership in outreach and public speaking, testimony before elected officials.
- Policy development, including writing of position papers on HPAE issues and preparation of written testimony for HPAE leaders on public issues;
- Coordination and implementation of research into hospital finances, board interests and other strategic research needs for locals and contract efforts.
- COPE Committee coordination, including meeting notices and agenda development, scheduling and preparation for meetings and follow-up activities by cope members;
- Electoral Coordination, including endorsement process oversight and volunteer recruitment for election efforts of HPAE;
- Communications of COPE and outreach plans within HPAE, to staff reps, leaders and officers through newsletter, website, mailings;
- Special project assignment to locals for legislative outreach, research, strategic support, contract support, issue task force development or other needs as develop and assigned.

APPENDIX 7. ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE SPECIALIST JOB DESCRIPTION

Position Summary

Position maintains the general ledger and related accounts, receives and processes cash receipts, and coordinates the accounts payable function.

Responsibilities

Process Cash Receipts

- Processing and posting receipts for dues and other revenue
- Researching and resolving account discrepancies
- Maintaining records regarding payments and account statuses
- Obtaining information from other departments to ensure records are accurate and complete and systems are reconciled
- Performing clerical tasks such as data entry, preparing invoices, sending reminder notices

Processes Invoices, Expense Reports and Check Requests

- Review for accuracy and completeness: approvals, charges, account numbers, addresses, purchase orders, receiving reports, signatures on invoices, expense reports and check requests before processing for payment to ensure adherence to internal controls.
- Perform review of expense reports to ensure compliance with HPAE policy and to provide assurance to management of such compliance or noncompliance.
- Assist in the preparation of cost distribution schedules using spreadsheet software. This may include verifying monthly statements from vendors and requesting additional copies of invoices if necessary to maintain accurate files. Researches and resolves payment issues with the vendors as they occur.

Manages Cash flow

- Assist with cash management through the selection of payments to be made to ensure that bill payments are scheduled to maximize financial resources.
- Work with department and project managers to ensure that invoices are recorded to the correct department/project and to ensure timely billing by consultants and subcontractors.
- Complete all processing to ensure that checks or electronic payments are distributed timely.

Performs Monthly Closing Functions

- Perform the necessary functions to ensure that the Accounts Receivable and Accounts Payable Ledgers can be closed for the month. This includes ensuring that all deposits, invoices, credit cards and expense forms are processed for a given closed month by a set deadline of the following month.
- Reconcile general ledger accounts for prepaid and accrued expenses on a monthly basis.

Prepares Tax Forms

- Prepare IRS 1099 and 1096 forms following IRS requirements and sends them to vendors, as necessary.

- Follow up to ensure that the forms have been received.

Maintains Vendor Records and Prepares Reports

- Maintain the accounting systems vendor master files and the accuracy of the signature authorization list. Ensures that checks are distributed in accordance with the requester's instructions.
- Establish and maintain a filing system to ensure ease of retrieval of all checks issued, the related support, and all tax filings made, as well as all vendor files and communication.

Monitors Internal Control Adherence and Implements Process Improvements

- Identify, address, and resolve areas which could hamper the internal controls in place at HPAE or which could cause the processes of HPAE to be inefficient.
- Responds to Auditor Inquiries.
- Prepare various schedules and research and answers questions posed by HPAE's external auditors. The overall goal in this context is directed towards making the auditors efforts more efficient.

Finance/Accounting Team Support

- Participate in Finance team and appropriate cross-functional team(s) throughout HPAE as needed.
- Perform special projects as needed and/or requested.
- Participate in learning opportunities to enhance individual, team, and organizational performance.
- Share learning with others, as appropriate and some aspect applied to the improvement of the workflow or the overall workplace.

General

- Interact with internal and external customers, vendors and consultants.
- Handles telephone calls and responds to inquiries
- Research and troubleshoot related issues.
- Other related tasks as needed.

Qualifications

- Bachelor's or Associate's degree in accounting, business administration, or related discipline, or equivalent in work experience.
- Proficient in MS Office applications (Word, Excel, and Outlook).
- Proficiency in Accounting, Expense Reimbursement, Accounts Payable and CRM software systems. (Intacct, Nexonia, Yooz, Salesorce) or similar systems
- 2+ years' experience in accounts payable processing.
- Familiarity with IRS procedures for 1099 and 1096 filing.
- Able to perform in a team-oriented environment.
- Strong customer service skills.
- Strong organizational skills and the ability to prioritize.

APPENDIX 8. CORPORATE RESEARCH/FIELD ORGANIZER (PUBLIC POLICY II) JOB DESCRIPTION

Requirements:

- Two or more years of research on corporate structures, health care industry, and financial analysis;
- Writing ability and experience in writing fact sheets, publications and testimony;
- Experience in field organizing and contract campaigns;
- Experience and ability in computer and web communications, database development; demonstrated experience in lexis/nexus and other research tools.

Job Description and Responsibilities:

- Provide research support for organizing, contract and legislative campaigns
- Write fact sheets, flyers and publications with research analysis for HPAE campaigns.
- Assist policy and organizing director in web communications and data base for contract and organizing campaigns.
- Participate in field organizing and contract campaigns through field outreach, house visits, strike support.

APPENDIX 9. HPAE DIGITAL STRATEGIES SPECIALIST JOB DESCRIPTION

- I. **Online Organizing Projects:** Utilize data-mining, analytics, direct marketing, social networking, and on-line advocacy to identify, engage and mobilize non-union healthcare workers in New Jersey's hospitals to further the union's political goals, cultivate organizing leads and win organizing and political campaigns.

Responsibilities:

- Design and implement data acquisition methods. Develop and maintain database to warehouse and query large data sets from numerous data sources.
- Develop web-based platforms and applications to manage social networking, virtual membership and online advocacy campaigns. Design and launch targeted "e-activist" campaigns. Conduct surveys, polls, A/B testing and design other field experiments. Integrate third-party fundraising applications.
- Provide reports, statistical analysis, predictive modeling, targeting for campaigns.

- II. **Strategic Digital Campaigns:** Design and implement digital campaigns through the web, email blasts, social media, mobile technology and other digital communication tools to advance HPAE's strategic campaigns and projects, including: contract campaigns, public policy campaigns, organizing drives and electoral mobilization.

Responsibilities:

- Coordinate design and implementation of websites, landing pages, templates and email blasts.
- Participate in strategic planning with HPAE Departments and Teams to consult and advise on email, social media, web and marketing strategies.
- Manage and extend HPAE's social media presence, provide coaching for content creators.
- Provide training and technical support to Union staff to utilize the various tools and applications available to them.
- Provide reports, performance feedback and analysis to further improve campaigns.
- Research, develop and deploy new technologies as needed, including mobile platforms.

- III. **Information Systems Management:** Provide technical coordination, support and guidance for the Union's membership database and other information systems to improve information sharing, analytical decision making, and maximize efficiency and among all departments.

Responsibilities:

- Participate in the development of internal data management plans and activities with personnel of other departments.
- Develop process and best practices for integrating multiple data sources including, dues reports, union seniority lists, voter files, Salsa Labs and other data.
- Design and disseminate periodic reports to facilitate analysis and decision-making.
- Work with contractors, consultants and third-party software for further database development, improvement and maintenance.

Qualifications: Level II Professional Staff

- Minimum of three years experience working with web and database systems.
- Experience working with a labor union, political campaign or related advocacy organization.

- Strong computer, data management and communications skills.
- Capable of working independently.
- Experience with MS Access, HTML, CSS, PHP, JavaScript and writing SQL queries.
- Knowledge of Salsa Labs, Drupal, Ruby on Rails, and graphic design skills a plus.

Qualifications & Responsibilities: Level III

- Ability to provide training, support to team staff and others on data use & management use;
- Proven ability to manage HPAAE data systems;
- Experience in running digital campaigns for HPAAE
- At least one year's experience at HPAAE in digital/data department

Data Management & Digital Strategies Coordinator will:

- Develop, implement and maintain data management system;
- Assist in data application development needs of membership
- Provide assistance with advanced querying and reporting and analysis;
- Provide training and support to staff assigned to team and professional staff on data management;
- Consult & manage vendors responsible for data management and website;
- Collaborate with staff and departments on website and social media;
- Participate in communications team for internal message delivery;
- Strategize with organizing & public policy director on social media/outreach methods.

Supervisor: Chief of Staff designee. Works with Project Team. **Salary:** HPAAE Staff Union Position, Professional Salary Scale

APPENDIX 10. STAFF ATTORNEY JOB DESCRIPTION

Staff attorney must be a member in good standing of the state bars and admitted to practice in federal courts of all jurisdictions where the union represents or seeks to represent members. If the union expands to additional jurisdictions, the staff attorney will only be required to obtain admission to state courts in those jurisdictions if it is available by reciprocity.

1. Legal research and writing
2. Training and education of members, leaders, and staff
3. Arbitration advocacy, including:
 - Analysis
 - Preparation
 - Presentation
 - Briefing
4. Federal and state litigation and administrative proceedings, including ability to comply with and conduct discovery, motion practice, trial, and appellate advocacy.

Supervisor: General Counsel

APPENDIX 11. HPAE EDUCATION/HEALTH AND SAFETY COORDINATOR

Education Component:

- Develops program, curricula, training materials, and provides instruction for new union officers, Local Executive Boards, and State Executive Council members, worksite leaders, and union activists.
- Assists the Education Taskforce chair in the preparation of agendas, recruitment of Taskforce members, and preparation of reports to the State Executive Council and Committee.
- Coordinates a staff work group on education and training
- Works with consultants and learning institutions to create training materials and programs
- Coordinates with Directors to support staff development programs, including orientation and assessment tools.
- Plans and coordinates state federation "education" events, assists convention planning committee.
- Coordinates HPAE's Professional Development and Continuing Education programs for members.
- Makes recommendations and proposals for the education and training items of the HPAE budget.

Health and Safety Component:

- Facilitates a union-wide health and safety taskforce.
- Functions as a resource/research person for staff and local officers on health and safety issues; provides training and technical assistance.
- Coordinates with Membership Representation department to assist local unions develop health and safety committees and campaigns.
- Serves as liaison to OSHA and other agencies; works with local unions to file claims; assists with preparation and documentation.
- Coordinates with Public Policy Department on legislative, regulatory, and public policy issues related to health and safety.
- Coordinates health and safety education & training.
- Organizes conferences and workshops on health and safety issues.
- Writes fact sheets and web articles on health and safety issues.
- Assist Membership Representation department in developing health and safety contract language.
- Makes recommendations and proposals for the health and safety items of the HPAE budget.

Qualifications:

- Bachelor's degree in related field or comparable experience with a labor union or nonprofit organization.
- Prior experience as a teacher or trainer.
- Experience in developing curricular materials and lesson and/or training.
- Knowledgeable of the basic principles of adult education (e.g. the value of participatory and experimental forms of education).
- Additional knowledge of nursing and healthcare a plus.
- Excellent writing, communication and computer skills.

Reports to Executive Director or designee.

APPENDIX 12. STAFF ASSISTANT JOB DESCRIPTION

Position Summary:

- Provide high level administrative, office and clerical support to State Officers and Directors by assisting with the coordination and administration of programs, campaigns, special projects, and/or processes.
- Relieve executive staff of administrative and clerical work such as business travel coordination, preparation of outgoing mail and maintaining case files
- Assist in the development and preparation of presentation material, campaign material, and campaign resources using various software programs, with coordination between all departments
- Prepare and track standard contract-related communications, specifically re-opener notices and notices to federal and state mediation agencies and other form letters as needed.
- Coordinate and plan logistics for meetings, rallies and other actions/events, including onsite support
- Provide administrative support to staff in satellite offices including onsite support when necessary
- Coordinate, book, and record travel arrangements for statewide officers and directors
- Maintain various travel and events calendars
- Create and maintain filing systems, prepare database reports and documents
- Attend and participate in various meetings both on-site and off-site
- The position is full-time, 5 days/week and is overtime exempt
- Some travel is required with occasional late or irregular hours

Requirements/Qualifications:

- Knowledge of general administrative/office management practices
- Excellent written and verbal communication skills
- Experience working for labor unions or similar, political, community or non-profit organizations
- Proficiency in Microsoft Office including Word, Excel, Access and Outlook
- Experience with Salesforce a plus, ability to learn additional software programs
- Strong organizational skills and the ability to work independently

Reports to Executive Director, or designee

APPENDIX 13. REIMBURSEMENT FOR "OUT OF POCKET" MEDICAL COSTS

In addition to the benefits provided through the health plan (Article 16.1), HPAE shall provide a Health Reimbursement Account (HRA) administered by Benefit Tax Link. Each employee shall be reimbursed for personal costs incurred out of pocket in excess of those in the table below. Reimbursable out of pocket costs shall include but not be limited to:

Reimbursable Out of Pocket Costs	Unreimbursed out-of-pocket expenses (the amount you ultimately are responsible for)
Primary Care Physician Co-Pay (In-network)	\$10
Specialist Co-Pay (In-network)	\$ 10
Other Practitioners (<u>in-network</u>)	\$10
In-patient Hospital Admission	\$0
In-network outpatient surgery	\$10
Out of Network Deductibles	\$500 (single) / \$1,000 (family) (this does not include coinsurance)
Out of Network Coinsurance Maximum (e.g. maximum out of pocket for employee)	\$5,000 (single) / \$10,000 (family)
In-network mental health	\$10
Pharmacy (Benny Card)	\$0







HPAE Staff Unoin Contract

Final Audit Report

2022-11-02

Created:	2022-10-31
By:	Chris Whalen (cwhalen@hpae.org)
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