

Agreement between UMass Memorial & SHARE

October 1, 2016 - September 30, 2018



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SHARE and UMass Memorial Labor Management Partnership

Preamble

The Union and the Employer, SHARE and UMass Memorial, wish to establish the foundation of a partnership.

We enter into this agreement with our eyes wide open -- we understand that building a union-management partnership is more difficult than becoming adversaries. We also know that this is a very hard time to work in healthcare for everyone. The financial pressures on hospitals are real, accelerating, and relentless.

Many hospitals are reacting to the turbulence of their environment by a constant search for costs to cut. Yet hospitals face the eternal question of a highly competitive market: how much can costs be cut without hurting the quality of the outcomes of healthcare? Some would argue that healthcare has already begun to endanger the quality that American patients are accustomed to expect. We all know that money is not the sole indicator of a job well done. This is particularly true in health care, where the patient needs the caring hands of skilled staff as much as a reasonable bill.

In this climate, an adversarial labor-management relationship would threaten both the success of the business and the workers' standard of living, putting the entire community at risk. When union and management are constantly at odds, neither party can move forward. If we are to succeed in creating a successful hospital and a healthy work environment, a new path for labor-management relations is required.

Union and management must begin by understanding each other's aspirations.

Workers want more than good jobs, a decent standard of living, and work security. They want their work lives to have meaning. They want the work that they do to matter, both to the institution and to society. They want to create workplaces where every individual is respected. On the other hand, workers and their union must understand the whole enterprise, and be as committed to its success as a business as they are committed to its mission to provide quality patient care.

Management has ambitious plans for the future of UMass Memorial. They want to create an institution that thrives in and for Central Massachusetts. They think about the success of the institution as a whole, working to maximize its ability to adapt to the new and changing environment. For their part, management must see workers and their union as respected partners and not as an obstacle to change, or an adversary.

In the past, overseeing measures of UMass Memorial's success such as productivity and performance has been the sole responsibility of management. This agreement to create a partnership welcomes SHARE members to this arena. SHARE recognizes that with this invitation comes the responsibility to view issues through the lens of what's best for the entire UMass Memorial community.

Our mutual vision is to create a union-management partnership that supports these goals: quality patient care, a decent standard of living for employees, productivity and long-term financial stability, work security, and a supportive and invigorating workplace culture.

Together, we endorse a set of principles to begin our partnership:

- Participation by all levels of employees can create the workplace culture we seek.
- We recognize that unions represent an important integrating factor in civil society.
- We are committed to a non-legalistic relationship, and we have developed a problem solving process that embodies our values.
- We believe in the use of transition periods, to face change and begin new projects on the right foot.
- We believe in mediation to find solutions to complex problems and conflicts.
- We believe in information sharing and in joint learning.
- We believe in learning. For individuals, for groups, for all adults at work. We want to promote learning, because we know that our overall success is connected to how much we know, how much we understand, and how much we can do with this knowledge.

This agreement is dedicated to the people who built this hospital. We are not just the holders of the keys and hanging tags and employee badges of today. We are the ones who must shepherd our hospital through a crucial historical moment in healthcare. How we act now will determine what our hospital will be in the future.

SHARE and UMass Memorial Partnership Agreement

SHARE and UMass Memorial commit to forming a Labor Management Partnership. We believe that the only way to make UMass Memorial the best place to give care and the best place to get care is for union and management to work together.

Together we will be better able to:

- Continuously improve the care for our patients.
- Bring front-line SHARE employees into the job of improving the work as respected partners, increasing their participation in decisions and employee engagement.
- Create a culture where all employees treat each other with kindness and respect, no matter what their position, and all employees can reach their full potential.
- Increase our flexibility to respond to the rapidly changing healthcare environment.

While our vision of a Partnership is aspirational, we are also realistic about what can be accomplished in these first years. We understand that building a union-management Partnership is hard work, with different challenges than a traditional adversarial relationship. We must learn some new habits and unlearn some old habits.

- We commit to information sharing and consultation at all levels, and to reciprocal accountability and responsibility.
- We respect each others' organizations: The UMass Memorial management strategy and SHARE values and organizing method, as well as our commitments in the contract Preamble.
- We recognize that the current workplace realities are varied and need improvement in many respects, which will take time and persistent attention.
- We know that forming a Partnership does not mean that we always agree, but rather that we handle our disagreements responsibly.

Unit-Based Teams

Our Partnership makes it possible to improve the day-to-day work experience for everyone – SHARE members and the rest of the front-line workforce, front-line supervisors, managers, SHARE leaders, and senior leaders – through working together to improve quality for our patients. We choose Unit-Based Teams (UBTs) as the way to deeply involve front-line staff in continuous improvement at the department level.

Labor Management Partnership Council

The SHARE-UMass Memorial Labor Management Partnership Council (LMPC) will govern our Partnership. We have agreed to an LMPC charter to document how we will work together, which is included by reference in this agreement.

- Labor and management will meet and confer on the level of funding needed to support the work of the Labor-Management Partnership Council. LMPC projects will be funded at appropriate levels.
- We are jointly committed to ensuring a safe environment for continuous improvement, including a commitment that people will not lose employment as a result of Partnership continuous improvement projects, such as UBTs.
- We are also committed to increasing employment and income security over time, in combination with a commitment to achieving the performance outcomes that make such work security possible.
- Unit-Based Teams and continuous improvement initiatives are supported by the Partnership in coordination with the Center of Innovation and Transformational Change (CITC) and other complementary efforts across UMass Memorial.
- Key performance indicators and key behavior indicators will be jointly identified and tracked, with a periodic “check and adjust” based on the data.

Looking Ahead

The aim of this agreement is to provide a foundation for progress. As our Partnership delivers results for labor and for management, our dedication, resolve and aspirations will grow. As the contract Preamble says, “We are the ones who must shepherd our hospital through a crucial historical moment in healthcare. How we act now will determine what our hospital will be in the future.” We believe we will look back at the moment our Partnership was founded as a turning point for SHARE members and for our hospitals.

Jointly Supporting the Transition to Teams

With our Partnership, SHARE is making performance—through empowerment of union members—a union issue. Union members have a strong interest in quality patient care and experience, and in creating the best place to work.

SHARE and UMass Memorial Medical Center embrace a new model of interactions between SHARE members and managers/supervisors. As we move toward a high performance partnership organization, we envision team-based work systems, which require different roles for SHARE members and for supervisors.

SHARE and UMass Memorial will need to work together closely to help both groups, SHARE members and UMass Memorial supervisors and managers, to make the transition.

- We will identify work groups that can serve as examples of good practices to study and spread.
- We will identify work groups that need support.

The short-term goal is to improve the day-to-day experience of everyone who works in the department, and to improve the operational functioning of the department. The long-term goal is to support the transition to teams.

SHARE and UMass Memorial Unit-Based Teams Agreement

1. **Shared Vision** – We will establish teams in work based units to advance Partnership as the way business is conducted at UMass Memorial. Through Partnership we will improve organizational performance with the goal that by 2021 all SHARE members will be connected to a Unit-Based Team (UBT). The UBT (Appendix 1) will become the vehicle for achieving department level goals and improving system performance through huddles and monthly meetings.
 - i. While it will take several years to reach everyone, our engagement in Partnership around improvement will not be optional – it will become the way UMass Memorial does business.
 - ii. Our successful engagement requires structures and processes. It requires sponsorship, commitment, and accountability of labor and management and medical group leadership. Accordingly we commit to the continuance of our Labor Management Partnership Council (LPMC). The LMPC is the joint governance body accountable for the Partnership and the success of UBTs.
 - iii. The scope for high performing UBTs will include designing and refining work processes, setting department level goals and metrics to achieve True North objectives, and reviewing team performance, budget, staffing, and scheduling.
 - iv. We commit to transparency in relevant business information, performance data, and department training. Additionally, we commit to developing an understanding of union operations, improving our meeting skills and facilitation, and prioritizing release time with appropriate backfill.

- v. Our Partnership and UBTs will further our system alignment and all initiatives will be aligned to True North.
- vi. We commit to a phased implementation of UBTs allowing us to develop tools, processes and adjust resources as we expand.

2. **Roles** – Our SHARE Representatives (“reps”) and Management (“supervisors”) are critical to the success of UBTs.

- i. The Supervisor role is crucial and should evolve from directing the workforce to coaching, facilitating, and supporting the team, representing management through interest based problem solving, and ensuring a more engaged workforce.
- ii. The Rep role should evolve into work unit leadership, problem solving, participation and design of work processes and representing coworkers through interest based problem solving.
- iii. SHARE member employees’ role should evolve to include improving the work as well as doing their work, to improve processes and relationships so that patients and co-workers thrive, while increasing their own job satisfaction.
- iv. The LMPC will be responsible for overseeing the effectiveness of the UBT and for appropriately aligning and resourcing the team with sponsors, UBT coaches and training.

3. **Team Targets**

- i. Our goal is that by 2021 all departments with 4 or more SHARE members will have a UBT at level 3 or higher.
- ii. A new UBT should achieve level 3 by the end of year 1, level 4 by the end of year 2, and level 5 by the end of year 3.
- iii. Any team that drops below level 3 shall be root caused with action items to return to level 3 within 6 months and if needed, action items can be escalated to the LMPC.
- iv. Phased implementation (adjustable by LMPC):

Fiscal Year	# of UBTs	# of Level 4-5 UBTs
2017	5	
2018	15	5
2019	45	15
2020	90	45
2021	remaining units	90

*targets are for the end of the fiscal year

4. **Team Assessment**

- i. The pathway to performance tool (which is based on observable evidence and behavior) will be used to assess UBTs.
- ii. The coach and co-sponsors will be responsible to assess the UBT.

- iii. UBTs will be assessed at least twice per year. Co-sponsors can request additional assessment.
- iv. Assessment will include a gap analysis (generated by the coach in collaboration with the co-leads) to guide the team up the path to performance. The gap analysis will be returned to the UBT after the assessment with potential ideas for the team to build on and progress as a team.

5. Sponsorship

- i. The LMPC will recommend a maximum number of teams that can be effectively sponsored by a labor or management sponsor.
- ii. The LMPC will be responsible to resource sponsors with dedicated time as needed.
- iii. The LMPC will meet with sponsors periodically to share information, celebrate success, and identify opportunities for improvement of the UBT program and supporting infrastructure.
- iv. The Sponsors have primary accountability to identify resources for their team and remove barriers for their team.
- v. The Sponsors will support co-leads and hold them accountable for following the pathway to performance and achieving True North results.
- vi. The Sponsors will escalate problems to LMPC.

6. **Joint Partnership Trust** – We need to define how we will financially support the development of the UBTs and the backfill of employees.

7. Dedicated Resources

Dedicated resources will be required to launch, improve, spread and sustain the UBT model. The events might include:

- 1. Launching the design and implementation
- 2. Building the UMMHC way
- 3. Monthly meetings
- 4. Training (lean, business skills)

The dedicated resources will require backfill time to attend these events. Additionally, there is an estimated initial startup requirement of 0.3 FTE per UBT for training, coaching and leadership. SHARE and management commit to reallocating resources for coaching and UBT development with guidance from the LMPC as growth is required.

See Appendix D. UMass Memorial Medical Center Unit-Based Teams (UBTs Charter)

See Appendix E. UBT Path to Performance

Workforce Planning Partnership Committee

It is understood that the workplace changes and evolves as a result of new technology and innovative ideas as well as external market and economic conditions. This means that jobs must also change and evolve. The purpose of the Workforce Planning Partnership Committee (WPPC) is to collaboratively develop a process to plan and forecast how jobs will change and identify future staffing needs in order to support the career development of SHARE members and to ensure the organization has the talent it needs to continuously operate at a high level to provide safe and high quality patient care and an exceptional patient experience.

The WPPC is a sub-committee of the Labor Management Partnership Council. It is co-led by SHARE and management selected by the co-chairs of the LMPC. The WPPC is made up of equal numbers of SHARE and management members.

Career Development, Transfers, Postings and Hiring Preference

SHARE and UMass Memorial agree that the success of our hospitals depends on experienced, skilled and committed employees. We are committed to the career development and growth of employees. Our workplace is more productive when employees decide to stay and build careers at UMass Memorial. Employees should seek out, and the Employer should support, participation in career development activities such as job training and skill building, the pursuit of formal education, and opportunities to transfer within the hospital.

Career Counseling

In the coming years, UMass Memorial (UMM) will face a shortage of skilled workers in specific areas. At the same time, some positions will become obsolete and be eliminated. Career Counseling is one tactic that SHARE and UMM can work on together to assist employees to develop individual career plans to help them remain competitive for positions at UMM.

The employee is responsible for his/her career readiness. UMM can help by supporting motivated employees to develop realistic plans about obtaining the education, skills/competencies, and job experience needed for positions in the organization. The counseling may cover such topics as: values clarification, interest and skill inventories, matching skills to positions, exploring educational and training options, and job transition strategies.

To this end, SHARE and UMM will partner to have:

- Two employees obtain their Career Counseling Certification: One from Human Resources and the other a SHARE employee or member
 - The certification will be paid for with tuition assistance funds. For the portion not covered by Tuition Assistance, UMM will cover the remaining amount.
 - Once certified, the career counselor agrees to conduct monthly office hours for SHARE employees of 8 hours. Additionally, he/she will jointly conduct 2 - 4 career development workshops annually for SHARE employees.
 - UMM agrees to update the existing career development e-learning module by March 2017. This module will be made available to SHARE members prior to their attending workshops or individual career counseling.

- Since obtaining career counseling certification will take time, UMM will hire an independent contractor to provide services in the interim. The contractor shall:
 - Begin providing career counseling services in March 2017
 - Offer 8 - 16 hours of individual career counseling a month to SHARE employees, based on need.
 - Initially focus on supporting SHARE members likely to be displaced from their current position due to organizational and/or technological changes, not as a result of performance related issues.
 - Offer 2 career counseling workshops in FY 2017 for SHARE members
 - The counseling and workshops happen on the employee's personal time. No compensation is provided for attending these sessions.

Job Postings

It is our goal to encourage employees' growth within a department. Job openings will be posted within a unit or department and internally electronically at the same time for 7 days. Department managers will communicate with all SHARE staff on the unit about the opening within 24 hours of electronic posting. We will explore possible technological solutions so that SHARE members could automatically receive new postings in their unit.

Job openings will be posted for external candidates only when the departmental and internal postings do not yield qualified candidates.

Employees who have been laid off, or who are facing layoff, and employees returning from Workers Compensation have hiring preference over other internal candidates.

Transfers

1. Application: Employees must complete an on-line application and submit it to Human Resources within the posting period. All applications are reviewed by the Talent Acquisition staff to determine if the candidate meets the minimum qualifications for the position, as described in the job description, and unit specific standards. Transfer applications will be handled confidentially, to the extent consistent with business needs.
2. Interview: Small groups of qualified applicants will be referred to the hiring managers for further consideration and possible interviews in the following order:
 - a. Qualified on-unit regular full- and part-time employee applicants, prioritized by seniority
 - b. Qualified internal regular employee applicants prioritized by seniority, and qualified on-unit per diem applicants who used to have benefitted positions in the department
 - c. Qualified per diem on-unit applicants
 - d. Qualified per diem applicants from off-unit

Before a selection is made, it is the manager's responsibility to review the applicant's file and with the permission of the applicant, obtain a reference from the previous manager.

3. Hiring Decision: Candidate selection is based upon qualifications, experience and past performance. SHARE seniority will be the determining factor for equally qualified candidates. The hiring manager notifies Human Resources of the selected candidate and provides documentation on an applicant evaluation form regarding the reason for their recommendation.

4. Job offers: All job offers are made by the Human Resources staff.
5. Retaining Seniority: Employees who transfer will retain their SHARE seniority for layoffs and accruals. (See the section on Seniority for more information about Competitive Seniority in a Department.)

Extended notice period: If the notice period is extended beyond 2 weeks, by mutual agreement, and the transfer involves a salary increase, the increase will become effective at the time the notice period would have ended.

When you can transfer/transfer back: Employees are expected to work in a department for at least six months before transferring to a different department. Exceptions can be made by mutual consent between the employee and the managers in both the old and new departments. This includes the situation in which an employee transfers to a new department and wants to return to their old position (if it is open).

If you don't get an interview, or don't get the job: Transfer candidates will receive a general explanation of why they did not get the job. Transfer candidates will receive further constructive feedback about a decision not to interview or not to hire upon request to the Talent Acquisition staff.

Workshops: SHARE and Human Resources will jointly sponsor annual workshops to support SHARE members in the transfer process. Topics will include how to use the electronic application system, resume writing, and interviewing skills.

Training

SHARE and UMass Memorial endorse flexibility in scheduling to facilitate employees who want to pursue training opportunities, given that the operational needs of the department must be met. (See section on Flexibility.)

SHARE and UMass Memorial make a strong commitment to internal training. It's good for employees to learn new skills and to move into higher paid positions, and it's good for the hospitals to train internal people to fill hard-to-fill vacancies. In setting up programs, the parties will work with the following ideas and principles:

- Make classes and clinical training accessible by locating them on a UMass Memorial site whenever possible.
- Develop career ladders in job families where appropriate.
- Encourage departments to be flexible in scheduling to facilitate SHARE employees attending classes. For example, classes might be held at the end or beginning of a shift so that half the class is on work time and half is on the employee's personal time.
- Make every effort to identify and obtain tuition assistance for these programs.
- Use a flexible case management approach to support employees who participate in internal training.
- Examples of kinds of programs and classes to explore: medical terminology, transcription, and computer skills, such as basic keyboarding, Meditech and IDX, to encourage development of career ladders in clerical jobs; technical traineeships such as Radiology Technologist; training to move from a PCA I to a PCA II; GED, Associate's and Bachelor's programs; interpreter training, and medical terminology in Spanish (or other languages).

There will be a training oversight committee, which will meet regularly after contract ratification. The committee will consist of three members appointed by UMass Memorial and three members appointed by SHARE. Union appointees to the committee will have release time for meetings as necessary. The committee will consider using some money from the training fund to pay a training administrator on a short-term basis to get the training program up and running.

PCA I to PCA II internal hiring preference

UMass Memorial commits to overcoming the barriers to internal hiring for PCA II positions. We agree to set up a joint committee to oversee this process. The committee will figure out how to provide training that SHARE PCA I's would need to successfully transfer to PCA II jobs. The committee will monitor the PCA II hiring process, and analyze what other barriers need to be removed. The committee will then monitor the hiring process to make sure that it is working. SHARE and UMass Memorial agree to meet with appropriate parties to identify barriers and determine how to resolve the issues.

Income Security Period

SHARE and UMass Memorial agree to create an Income Security period of up to 90 days to give SHARE members more time to find a new job at UMass Memorial if their job is eliminated. We will work diligently to re-deploy all laid-off SHARE members, and we expect to succeed in the vast majority of cases. These additional 90 days will help us increase our already successful placement rate.

The income security period begins after the notice period and before severance payments. During this time, the SHARE Work Security candidate will continue on the payroll at their old wages and benefits, and continue as a SHARE member. The union-management case management pair will be assigned to help each work security candidate to find a permanent job at UMass Memorial. During the income security period, work security candidates will be available for temporary assignments as needed by UMass Memorial.

During the Income Security time, work security candidates are expected to:

- Work closely with his or her case management pair, and inform of all their efforts to find a new job at least once per week.
- Actively look for another job internally at UMass Memorial
- Do temp assignment work where needed, and where they have the skills and qualifications to do the work. Orientation will be provided for each temp assignment.
- Take advantage of career counseling opportunities, opportunities to improve their resume and interviewing skills, and seek out training opportunities to improve their chances of getting a new job at UMass Memorial.

Continuation of the Income Security will be decided month to month, based on the candidate's good faith and active participation in the internal job search to the best of their ability, and on their willingness to accept temporary assignments where UMass Memorial can use them. The case management pair will work closely with the work security candidate and decide at the end of the notice period and after each 30 days in the income security period whether the Income Security will be

extended another 30 days, up to 90 days. The Income Security will end if the work security candidate starts a new job, either within UMass Memorial or externally.

The case management team will have additional responsibilities during the Income Security Period:

- Find and coordinate appropriate temp positions.
- Look for training opportunities for the work security candidate.
- Match and coordinate career development, training and job search resources with the needs of the work security candidate.

See also Layoffs and Work Security

Building Community

Civility: A Policy of Kindness

It is our common belief that the values which describe our daily interactions at work should be kindness, respect and honesty. Also, we know that there is a link between how we treat each other and how we treat our patients. Only when we work together well can we ensure that our patients get the best healthcare possible.

Therefore, it is our agreed upon goal to promote a healthy, positive work community in which every person, regardless of position, has worth. Expectations of civility shall apply to all members of the UMass Memorial community.

Release Time for Union Meetings, Trainings & Negotiations

Union Meetings and Trainings

The plan that we have laid out for a constructive labor-management relationship and participation by SHARE members necessitates training. Training, both union-management joint trainings and union-only trainings, is vital for the success of our labor-management relationship.

At the request of the union, SHARE elected and appointed leaders will receive a reasonable amount of time away from work for union meetings and/or trainings. Recognizing the need to balance the requirement for union meetings and/or trainings with the need for departments to operate efficiently, the parties agree to work cooperatively to attain this balance.

We agree that release time may be used for:

Union Executive Board meetings and Union Representative meetings
Problem solving meetings
Labor-Management meetings
Patient Satisfaction projects
Occasional other needs such as assistance with layoffs, poll-watching, etc.

MOA about release time for negotiations

In keeping with our broader philosophy of how to work together, and our mutual goal of involving SHARE members in negotiations with the least possible disruption to the workplace, UMass Memorial and SHARE have taken a problem solving approach to:

- balancing the need for a SHARE member to be at a particular negotiating session and the need for them to be at work;
- balancing the need for appropriate representation of a large and diverse bargaining unit with the desire to minimize impact in the work area;
- scheduling negotiating sessions with the goal of minimizing disruption of hospital operations while maximizing the effectiveness of negotiations.

By way of example, historically UMass Memorial has released SHARE negotiating team members from work to attend negotiating sessions, and paid straight time if negotiations extend past a SHARE members work shift. SHARE members have voluntarily skipped negotiating sessions when departmental needs require them to stay at work, and SHARE negotiating teams have been only as large as needed to fully represent the bargaining unit.

SHARE and UMass Memorial agree to talk about this issue prior to the expiration of the next contract, in order to agree on how to resolve this issue prior to the beginning of formal contract negotiations.

Staff Meetings

Departments should have staff meetings to enhance communication. Managers should attempt to schedule staff meetings to accommodate all staff, and may want to consider holding meetings for different shifts and locations. If employees are required to attend a mandatory meeting and they are not scheduled to work at that time, they will be paid for the time they are at the meeting.

There will be help available to departments that want training in how to have participatory and effective staff meetings.

Supervisor Training

The Employer will talk with the Union about the content of supervisor training

Community Training in Problem Resolution Skills

1. The parties agree to create a training program for the UMass Memorial community. The training should prepare managers and workers to work together to tackle issues in their areas. These issues could include addressing patient care and other quality issues, addressing employee retention problems, and redesigning work for increased productivity and worker satisfaction. Involving workers in the resolution of problems and using input from more people to arrive at the resolution that best balances department needs and employee needs, should improve employee morale.
2. The Labor-Management Committee is responsible for designing and implementing the training program. The committee may use the training fund to pay for consultants to help design and conduct programs.
3. The basis of the training should be using interest-based bargaining techniques for solving problems at work. The Labor-Management Committee also will consider how to offer training to the community in how to have participatory and effective staff meetings (learning to work together as a team in a department) and how to analyze work flow to improve how the work gets done.
4. The training will first be conducted for the SHARE Executive Board and staff representatives, and UMass Memorial Human Resources Business Partners. Then the joint training will be extended to SHARE members, supervisors and managers in their departments.

Reclassification Committee

The parties agree to form a joint union-management committee on reclassifications. It will operate for one year in an experimental form, and the parties will evaluate its work at the end of that time. The joint committee will review ongoing questions of job classification, and assist as necessary in resolving the non-routine cases. The committee will address any individual or whole title issues from the compensation study, giving consideration to retroactivity for classifications that are changed. Going forward after the compensation study, it will look at problems of retention, recruitment and internal equity, and recommend salary rate adjustments accordingly (with consideration for financial implications). The committee will review cases where growth in job responsibilities might justify a reclassification.

Wellness Task Force

SHARE and UMass Memorial will create a joint Wellness Task Force to promote good health for the workforce.

The joint Wellness Task Force will consist of SHARE representatives and management representatives with appropriate expertise. Together they will study workplace health improvement and look at other organizations' efforts. The committee will set up programs and implement them. The Labor Management Committee will sponsor and oversee the programs, and evaluate their success.

The joint Wellness Task Force will develop a wellness program that would generate savings through reduction in sick time utilization, in workers' compensation injuries and in health insurance premiums, with the savings being used to fund a short term disability program for SHARE members.

Wages

Wages, Promotion, Demotion, Slotting

Wages and Slotting

Effective Date	Raise	Notes
12/20/2016	\$1,000 bonus (pro-rated for less than 40 hours/week)	Based on FY16 paid hours up to 2,080 hours. Must be employed on date of contract ratification of 12/20/2016.
01/01/2017	Platform movement	Employees on a platform and under their grade max move to their next platform. For all other employees, movement is 2%.
10/01/2017	2% ATB	For all employees.
10/01/2017	Platform movement	Employees on a platform and under their grade max move to their next platform. For all other employees, movement is 1.93%. Any amount greater than Max Cap is the bonus rate. Bonus = (bonus rate) x (hours paid in FY17, including overtime).
10/1/2017	Slotting peer-based jobs	Employees in peer-based jobs who are below the platform for their years of creditable experience will be moved up to that platform (as far as grade Max). Employees on or above the correct platform will not be moved.

Notes about wages:

1. All raises begin on the first payroll shift of the new payroll week beginning on the dates indicated above.
2. Hourly rates are rounded to the nearest cent.
3. Parking reimbursement for people at or over the Max. (see Parking)
4. Contract duration: 10/1/16 to 9/30/18 at 11:59 pm

Pay Rates Upon Hire, Transfer & Promotion

1) Platform Based Jobs, and Peer Based Jobs as of 10/1/2017

A) New Hires:

External applicants will be hired at an applicable rate based on creditable experience. Credit for external experience is capped at ten years for most jobs (see Appendix B).

B) Lateral Transfers Within SHARE:

Employees transferring within the same grade or between grades with comparable midpoints will not have their rate of pay adjusted. If the rate is between two platform rates, the employee will be placed at the platform rate closest to but not less than the calculated rate.

C) Transfers From Benefitted Positions Outside SHARE:

Employee placed on platform based on their creditable experience. Credit for external experience is capped at ten years for most jobs (see Appendix B).

D) Promotion Within SHARE:

The employee will receive a promotional increase of 5% per grade up to a maximum of 15%. If the calculated rate is below the new minimum rate for the job, the employee will receive an additional adjustment to the minimum. If the increase is at a rate which is between two platform rates, the employee will be placed at the platform rate closest to but not less than the calculated rate.

E) Demotion Within SHARE:

Employees who voluntarily transfer down will have their rate reduced by 5% per grade up to a maximum of 15%. If greater than a 3-grade demotion, the parties will problem-solve. No employee will be paid over the max cap of the grade (with the exception of involuntary transfers). If the decrease is at a rate which is between two platform rates, the employee will be placed at the platform rate closest to but not less than the calculated rate.

F) Return to Work and Laid-off Employees:

Return to work and laid-off employees may have their base salary go up/down based on job grade. Laid-off employees who work hard to find a job at their previous grade level but who are not able to, and who end up taking a job in a lower grade, will be considered involuntary transfers.

G) Involuntary Transfers:

Involuntary transfers resulting in a lower grade will remain at the rate of pay they were earning prior to the involuntary transfer. Pay rates for involuntary transfers resulting in a lower grade more than 3 grades below their old grade will be problem-solved by SHARE and UMass Memorial.

H) Rehires:

Employees who are rehired and who meet eligibility rules for having service bridged will have their rate set based on the transfer, promotion and demotion rules above.

Employees who are rehired and who do not meet eligibility rules for having service bridged will have their rate set based on the new hire rules above.

2) Peer Based Jobs before the 10/1/2017 slotting of Peer Based Jobs

A) New Hires, Transfer, Promotion:

Employee rate is based on creditable experience and the rates of existing employees in the same title. Rate will not be higher than the rate of existing employees with the same or more experience.

B) Return to Work, RIF Employees, Involuntary Transfers, and Rehires:

Rules for Return to Work and RIF Employees, Involuntary Transfers, and Rehires are the same as in (1) above.

Clarification of promotion, demotion & transfer rates with respect to Bridged employees

When a SHARE member leaves and comes back, all relevant UMass Memorial experience should be credited, prior internal experience should not be capped at 10 years. SHARE will bring forward to HR any case where a member's internal experience may have been capped. HR Compensation will re-count their experience. If appropriate under this agreement, adjust their pay accordingly going forward.

Definitions:

- **Peer based jobs** – See the “peer-based” column on the list of SHARE titles in Appendix B.
- **Platform based jobs** – All jobs that are not peer-based – see list of SHARE titles in Appendix B.
- **Platforms** (sometimes called Increments) – distinct pay rates between Min and Max of each grade. There are no platforms between Max and Max Cap.
- **Creditable experience** – internal and/or external experience as defined in the job summaries. Most jobs have a 10-year cap on external experience credit, some jobs have no cap on external experience – see Appendix B. All experience at UMass Memorial or a predecessor organization counts as internal experience regardless of whether it was in SHARE, and regardless of whether there was a break in service.

Experience will be calculated as of the first day of October which falls prior to the date of hire. The Talent Acquisition Partner and/or Management will continue to determine creditable experience. Experience will not be reduced once calculated as a result of a change in the interpretation of the experience counting guidelines.

- **Max Cap** - The pay rate, in any grade, over which the platform movement of the 10/1/2017 increase will not be awarded. Any amount greater than Max Cap is the bonus rate.
- **Bonus Rate** - the hourly amount of any part of the 10/1/2017 platform movement which would be in excess of the Max Cap. The bonus rate is used to calculate the bonus amount as follows:

$$\text{Bonus} = (\text{bonus rate}) \times (\text{hours paid in prior fiscal year, including overtime}).$$

Pay Rate Errors:

SHARE and UMass Memorial agree to the following:

UMMMC will make every effort to prevent errors in the pay rates of SHARE members. If UMMC believes that they paid a SHARE member incorrectly, UMass Memorial and SHARE will meet to resolve. No change will be made until the parties have gone through a process to agree on the correct numbers. We will use these guidelines:

- If the pay rate is too low, the SHARE member’s rate will be corrected going forward and the SHARE member will receive the corrected amount back to the date of the error.
- If the error caused a rate that is too high, SHARE and UMMC will evaluate whether the overpayment creates equity issues among co-workers in the department.
 - If significant equity issues are caused, then the rate will be “red-circled” and raises withheld until the co-workers catch up.
 - If the overpayment is extreme, we will problem-solve other solutions on a case-by-case basis.

Assault Pay Policy

When an employee is injured at work as a result of an act of violence by a patient, and that employee must miss work as a result of his/her injury, he/she will not have to use his/her own time to be paid.

During the first five days of disability, the employee will be paid at the full rate of pay including differentials for all missed scheduled work shifts. After the first five days, the employee will receive full weekly pay based on an average rate over the preceding 52 weeks – workers compensation will pay their share, and the rest will be made up in assault pay.

Differentials and Holiday Pay Rates

Rates:

- Evening Diff: \$2.00/hour
- Night Diff: \$4.00/hour
- Weekend Diff: \$2.50/hour
- Charge Pay: \$2.50/hour
- Preceptor Pay: \$2.50
- On-Call Pay: \$3.00
- Call-Back minimum: 4 hours
- Holidays Time-and-one-half for the six major holidays, \$0.85/hour for the four minor holidays.) See Holiday Policy, under Time Off and Scheduling.

See also:

Shift Differentials Policy
Charge Differential Policy
Preceptor Pay Guidelines
On-Call Policy
Holiday Policy

Charge Differential Policy

PURPOSE:

To establish the eligibility for and payment of a charge differential for non-exempt employees.

DEFINITIONS:

Lead or Supervisory responsibilities: Performing, at the request of the supervisor, any of the following duties in the absence of the supervisor: Distributing and monitoring the flow of work for an assigned group of employees; providing training and technical assistance to employees within the assigned work area; overseeing routine operations of the department/unit on assigned shift; coordinating workflow and work assignments of other employees; assuring that assigned employees are provided with appropriate resources, materials, and methods; and relaying work instruction from the supervisor.

RESPONSIBILITY:

Individual managers/supervisors together with the Human Resources and Payroll Departments are responsible for ensuring compliance with the policy.

POLICY STATEMENT:

Employees whose regular duties do not include Lead or Supervisory responsibilities and who are temporarily assigned by the supervisor to assume such duties, including overseeing routine operations of the department/unit on assigned shift and the coordination of workflow and work assignments of other employees, will receive a “charge” differential according to the current rate schedule. The charge differential is paid in fifteen minute increments.

PROCEDURE:

Payment of charge differential must be authorized and approved by the employee’s manager and reported to the Payroll Department in accordance with time reporting procedures.

Mileage Reimbursement

UMass Memorial will reimburse employees at the federal rate for business travel using private automobiles. This rate is generally adjusted each year in January, and UMass Memorial rounds down on the half cent (e.g. If the federal rate is 40.5 cents/mile, UMass Memorial will reimburse at 40 cents/mile. If the federal rate is 41 cents/mile, UMass Memorial will reimburse at 41 cents/mile). Reimbursement will not be made for commuting between the Worcester campuses of UMass Memorial.

On-Call Policy

The process for deciding who is on call and how it works may be decided through discussion between the SHARE employees and managers in the department. Unless otherwise negotiated, on call time will be rotated among qualified volunteers, or among qualified staff if there are not enough volunteers.

DEFINITIONS:

- An on-call shift will be for a specified period of time.
- On-call hours is the time an employee is on-call but not at work.
- Approved positions - positions/departments approved by the respective Vice President to receive on-call pay.

POLICY:

- A. Employees placed on-call will be paid the on-call rate of \$3.00 per hour.
- B. When SHARE members who are on-call report to work, the on-call pay will stop and they will be paid at time and-one-half including appropriate differentials.
- C. Employees who are given on-call status after choosing to be released during periods of reduced patient census and/or reduced workload and are subsequently called in to work, will be paid at their regular straight time hourly rate, including all applicable differentials. Employees will receive the premium of one-half their average hourly rate only for those hours worked in excess of their budgeted daily hours of 8 or more, or after 40 hours in a workweek.
- D. Employees who are called in will receive a minimum of four hours of pay. Employees who are called in to work less than four hours prior to the start of their regularly scheduled shift are not eligible for the four-hour minimum. Premium pay will apply for hours worked up to the start of the employees’ regularly scheduled work shift, except as outlined in Paragraph C above.

- E. On-call pay resumes when employees stop receiving regular wages and resume on-call status.
- F. Each successive time eligible employees are called in to work while on-call, they will receive at least an additional four hours of pay, minus any overlap with the previous four-hour minimum. Employees will not be paid more than once for the same period of time.
- G. Daily and weekly overtime pay may not be duplicated.
- H. On-call hours are not considered hours worked for purposes of overtime calculations or benefit accruals.
- I. Employees who are restricted to the premises are considered to be at work rather than on-call and will be paid at their current hourly rate.
- J. Employees who are not on-call and are called and agree to come in to work will receive a minimum of four hours of pay, except when called in less than four hours prior to the start of their regularly scheduled shift. In this instance, they will be paid up to the start of the regularly scheduled shift. They will be paid at straight time, except as governed by the overtime rules.
- K. Employees who are not on-call and who report to work for in-services, staff meetings, or any purpose other than to perform their regular job duties will be paid from the time that they report in to the time that they leave. The four-hour minimum will not apply.

PROCEDURE:

- A. Department heads or their designees will assign on-call coverage as needed, giving advance notice except in serious emergencies.
- B. Employees placed on on-call status must be able to be contacted either by beeper or telephone and must be able to report to work within a reasonable amount of time, mutually agreed upon in advance.
- C. Requests to have positions approved for on-call pay eligibility must be made to the respective Vice President, with approval received prior to scheduling.

On-call and Sleep Time

The goal of this sleep time language is that SHARE members who take call during the night be well-rested when they provide patient care or other services when they work the next day. When a SHARE member is on call and is called back to work during the night, sleep time allows them some flexibility in their shift the next day to make up their sleep.

Sleep time: The SHARE member who is called back between 11pm and 7am and scheduled to work the day immediately following shall receive paid sleep time hours equal to actual hours worked, receiving a minimum of one (1) hour. These hours must be taken during the day immediately following the call back time worked. The sleep hours may be taken at either the beginning or the end of the scheduled shift as determined by the SHARE member.

If the SHARE member is called back between the hours of 11:30pm – 4:30am AND chooses to take their sleep time hours at the beginning of their shift, they get a bonus of two additional hours (up to a maximum total of 8) to make up for travel time and the time it takes to get back to sleep.

If operational needs require the SHARE member to stay and take sleep hours at the end of their shift, determined by mutual agreement between the SHARE member and the manager or supervisor, the SHARE member will still be entitled to the additional two hour bonus sleep time.

Condition 1: When a SHARE member has worked a 10 or 12-hour shift before being on-call, the relevant hours are 7pm to 7am, rather than 11pm to 7am (as referred to in the prior paragraph).

Condition 2: When a SHARE member is called back and the call back time continues until 1am, if the employee has worked an 8-hour shift or less, or has the day off prior to being on call, the relevant hours are 9pm to 7am, rather than 11pm to 7am.

Staying late when on call: When a SHARE member is on call after working a full shift, and must stay past the end of the shift for up to 45 minutes in order to continue activity which began during the shift; such time shall be considered an extended day and paid at time and a half. However, if the activity extends beyond 45 minutes, the SHARE member shall receive call back pay which shall commence at the end of the full shift. In addition, a SHARE member who is scheduled for on-call duty immediately following the shift and is informed by UMass Memorial that she or he should remain on duty due to an imminent patient arrival will receive call back pay.

If any department has a policy or past practice of any more generous provisions about sleep time, this language does not constitute permission to discontinue past practice or policy.

SHARE and UMass Memorial agree to meet in January 2018 to review how the new on-call, call back, and sleep time language is functioning. We will discuss any changes or improvements to the system then.

Overtime Calculation

- A. All eligible employees will be paid at one and one half (1-1/2) times their regular rate for each hour or fraction thereof (in 15 minute increments) worked in excess of 40 hours in a workweek.
- B. Eligible employees working standard schedules (8 hours or less per day) will be paid at one and

one half (1-1/2) times their regular hourly rate for time worked (as defined by the policy governing time reporting for non-exempt employees) beyond eight hours on a workday or after forty in a workweek.

- C. Employees who work a flexible schedule will receive overtime pay for hours worked (as defined by the policy governing time reporting for non-exempt employees) in excess of their budgeted daily hours when over 8 hours, or after forty hours in the week has been worked at straight time.
- D. Employees who work less than eight hours in a workday or forty hours in a workweek, will be paid at their regular hourly rate for extra time worked up to eight hours in a workday or forty hours in a workweek.
- E. For the purposes of calculating overtime pay, an employee's regular rate of pay will include all pay differentials (e.g., on-call pay, shift and/or charge differentials) paid during the work week, plus any bonuses and retroactive wage increases that are applicable for the particular workweek.
- F. For the purpose of determining eligibility for daily overtime, all hours worked by nonexempt employees immediately preceding or following their regularly scheduled shifts are considered as having been worked on the same workday as their regular shifts.
- G. All hours paid, and time paid or subsidized for jury duty, will be included in the calculation of eligible hours for the purpose of determining weekly overtime eligibility, except that unscheduled absences will not be included (unless approved by the supervisor.) The following do not count toward the 40-hour calculation: cash-out of earned/vacation time, quarterly payout for employees on traditional time of holiday comp hours over 40, holiday bank hours paid out in the week of the holiday (except when you work a holiday that was supposed to be your holiday off – see Holiday Policy for details.)
- H. Daily and weekly overtime pay may not be pyramided or duplicated. Only one overtime premium will apply.
- I. No employee may work more than 13 consecutive days without a minimum of 24 hours of work-free time.
- J. Compensatory time off in lieu of the payment of the overtime pay is not permitted. However, with a supervisor's permission, hours may be "made up" within the same week (e.g. a person with a 8-hour/day schedule working 10 hours one day to make up for working 6 hours on a different day.) In requesting this arrangement, an employee agrees to waive their right, for that week, to overtime pay for hours over 8 in a day. Hours over 40 in the week are always eligible for overtime pay.
- K. SHARE members who work overtime on one of the major holidays will receive time and a half for working the major holiday and an additional half time for working overtime on the holiday.
- L. All hours worked must be paid, therefore an employee may not work beyond his/her scheduled hours without obtaining advance approval from the supervisor or department head.

Preceptor Pay Guidelines

Precepting is showing someone else how to perform job functions. Examples where precepting might be needed are: training a new employee, training an employee who is floating to a different area, or training an employee how to perform a new procedure.

Managers shall determine which SHARE members shall precept and when they shall precept. Any employee who has been documented as competent in their current job description will be eligible to precept, including SHARE members in clerical, service, technical and nursing positions.

When working as a preceptor, a SHARE unit member shall receive an additional \$2.50 per hour.

Shift Differentials Policy

Definitions

For purposes of this Article, the following definitions shall apply

- Day shift: any shift finishing before 6:59 p.m. where the majority of hours are worked after 7:00 a.m.
- Evening shift: any shift not included in the definition of a day shift during the hours between 3:00 p.m. and 11:00 p.m.
- Night shift: any shift not included in the definition of a day shift during the hours between 11:00 p.m. and 7:00 a.m.
- Weekend shift: hours between 11:00 p.m. on Friday and 11:00 p.m. on Sunday.
- Permanent shift employee: an employee who regularly works only all evening and/or night schedules, whereby differentials are paid for at least the majority of hours worked.

Eligibility

Bargaining unit employees who are scheduled to work a shift other than a day shift shall receive differentials for all hours which fall during the evening, night or weekend shifts as defined above.

Non-day shift employees whose shift starts or finishes within one hour of the defined shift times will be paid the differential for all hours on the shift.

Day shift employees whose hours overlap into the defined evening or night shift hours shall receive the appropriate differential on those hours as defined by the evening or night shift so long as the employee works beyond 6:59 p.m., or begins work more than one hour before the end of the night shift.

Employees receive the appropriate shift differential for vacation time hours paid and holidays that occur during scheduled paid time off. Differentials shall not be paid during the use of sick time, personal time, or other paid absences.

Shift Extension Incentive

Employees working a day shift as defined above who extend their scheduled shift into hours from 3:00 p.m. to 7:00 p.m. at the request of management and who would not otherwise be eligible for the evening shift differential, shall receive evening differential as an incentive to work extra hours.

Employees working a night shift as defined above who extend their hours into the day shift at the request of management and who would not otherwise be eligible for continued differential, shall receive night differential as an incentive to work extra hours.

Employees working an evening as defined above who extend their hours into the night shift at the request of management and who would not otherwise be eligible for the night shift differential, shall receive night differential as an incentive to work extra hours.

Changes to Regular Shift Assignments

If, at the request of management, a bargaining unit employee works a shift during his/her regular budgeted weekly hours other than the evening or night shift on which he/she is regularly scheduled, the employee shall receive the differential appropriate to his/her regular shift or the differential appropriate to the shift worked, whichever is higher.

RULES SUMMARY

Day Shift: 7:00 am - 3:00 pm
Evening Shift: 3:00 pm - 11:00 pm
Night Shift: 11:00 pm - 7:00 am
Weekend Shift: 11:00 pm Friday until 11:00 pm Sunday

When a shift crosses between day and evening definitions and the shift ENDS at 7:00 pm or later, then all hours from 3:00 pm will be paid the evening differential.

When a shift crosses between day and evening definitions and the shift ENDS before 7:00 pm, then all hours are considered day rate.

When a shift BEGINS at 2:00 pm or later (within 1 hour of the evening definition) then evening differential is paid from the beginning of that shift.

When a shift crosses between evenings and nights and the shift ENDS after midnight, then the hours between 3-11 are paid as evening and the hours from 11 to end of shift are paid as nights.

When the evening shift extends beyond 11:00 pm but ENDS before midnight, the hours are paid as evening.

When a shift BEGINS at 10:00 pm or later (within 1 hour of the night definition) then the night differential is paid from the beginning of that shift.

When a shift crosses between nights and days and the shift ENDS after 8:00 am, then the hours between 11-7 are paid as night and the hours between 7:00 am to end of shift are paid as days.

When the night shift extends beyond 7:00 am but ENDS before 8:00 am, the hours are paid as night.

When a shift BEGINS at 6:00 am or later (within 1 hour of the day definition) then the day rate is paid from the beginning of that shift.

SHIFT EXTENTION INCENTIVE:

Employees working a day shift as defined above who extend their scheduled shift into the hours from 3:00 pm to 6:59 pm at the request of management and who would not otherwise be eligible for the evening shift differential, shall receive as an incentive, an hourly amount equal to the evening shift differential rate.

Employees receive the appropriate shift differential for vacation, holiday, bereavement and jury duty. Differentials shall not be paid on sick, personal or hours cashed out.

Employees who are regularly scheduled to work the evening or night shift and work a day shift at the request of management, shall be paid the evening or night differential for the changed shift.

Benefits

Certification Bonus

Bargaining Unit employees in the SHARE union, who currently have or obtain certification granted as a result of an exam by a recognized technical/professional organization, which is not required as a qualification for hire, shall be eligible for a one-time bonus of \$500.00. Any application for such certification bonus must be directly applicable to the current job duties of the employee. Newly hired employees will not be eligible for this bonus until the completion of their probationary period (3 months).

See list of eligible job titles and their approved certifications.

Procedure: Employee must obtain proof of certification (attach a legible copy with this form) and obtain his/her Manager's signature. The Manager will forward the signed document to the Compensation Department to confirm the Employee's eligibility (fax # 508-334-1426). If approved, the document will be signed and forwarded to Payroll for processing.

Employee:	Date:
Employee #:	Job Title:
Manager's Name (printed):	
Manager's Signature:	
Cost Center to charge:	
Compensation Approval	
Compensation:	Date:
Payroll Receipt:	Date:
Check Initiated:	Date:

Bonus cannot be processed without signature of Employee's direct Manager and APPROVAL of Compensation

Job titles eligible for the SHARE Certification Bonus:

Other job titles may be added during the term of this agreement by mutual agreement of the parties.

Jobs	Certification
Cardiac Invasive Tech	Cardiovascular Registry (ARRT - CV)
Charge Processor, Sr.	Coding Accreditation
Coding Specialist	Coding Accreditation
Coding Specialist, PCHIS	Coding Accreditation
Lead, Charge Processor, Sr.	Coding Accreditation
Lead, Medical Billing/AR Specialist I	Coding Accreditation
Lead, Medical Billing/AR Specialist II	Coding Accreditation
Medical Billing/AR Specialist I	Coding Accreditation
Medical Billing/AR Specialist II	Coding Accreditation
Medical Records Auditing Assoc.	Coding Accreditation
Med Tech - Blood Bank	SBB (Specialist Blood Bank)

Mental Health Associate (PTC only)	Phlebotomy
Medical Technologist (ANPA Molecular Diagnostic only)	Molecular Biology, MB (ASCP)
Technologist, Neurodiagnostic	AAET, ABRET
Technologist, Rad II-Angio	Angio Registration (ARRT-CV)
Technologist, Rad II-CT Scan	Cat Scan Registration (ARRT-CT)
Ultrasound Techs (more than one registry)	(see list of registry combinations below)

Ultrasound Certifications eligible for SHARE Certification Bonus

<u>Dept</u>	<u>Required Credentials</u>	<u>Required Fundamental Examination</u>	<u>Required Specialty Exam:</u>	<u>First Additional Bonus Eligible Registration</u>	<u>Second Additional Bonus Eligible Registration</u>
Antepartum Testing	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Obstetrics and Gynecology	Fetal Echocardiology & Sonography Principles and Instrumentation	NTQR - Nuchal Translucency
Antepartum Testing	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Obstetrics and Gynecology	NTQR - Nuchal Translucency	Fetal Echocardiology & Sonography Principles and Instrumentation
Cardiac Ultrasound	RDCS - Registered Diagnostic Cardiac Sonographer	Cardiovascular Principles & Instrumentation Physics	Pediatric Echocardiography	Adult Echocardiography	-
Cardiac Ultrasound	RDCS - Registered Diagnostic Cardiac Sonographer	Cardiovascular Principles & Instrumentation Physics	Adult Echocardiography	Pediatric Echocardiography	-
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Obstetrics and Gynecology	Breast	Abdomen
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Breast	Obstetrics and Gynecology	Abdomen
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Obstetrics and Gynecology	Abdomen	Breast
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Abdomen	Obstetrics and Gynecology	Breast
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Breast	Abdomen	Obstetrics and Gynecology
Radiology - Ultrasound	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Abdomen	Breast	Obstetrics and Gynecology
Surgical - Vascular Lab	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Abdomen	Vascular Physical Principles & Instrumentation and Vascular Technology (RVT)	-
Surgical - Vascular Lab	RVT - Registered Vascular Technologist	Vascular Physical Principles & Instrumentation	Vascular Technology	Ultrasound Physics & Instrumentation and Abdomen (RDMS)	-
Women's Center	RDMS – Registered Diagnostic Medical Sonographer	Ultrasound Physics & Instrumentation	Obstetrics and Gynecology	-	-

Childcare

The parties will work together to provide to SHARE unit members informational resources about childcare.

Dental Insurance

For SHARE employees with Traditional Time, UMass Memorial will provide a subsidy in an amount equal to the employee portion of the Broad Access Dental Premium.

Health Insurance

- Maintain 85/15 premium split in 2017 and 2018.
- No change to health insurance co-pays or prescription co-pays in 2017 and 2018.

How SHARE members' weekly rates are set

SHARE members can currently choose from an HMO, a PPO, or an EPO option. UMass Memorial pays 85% of the cost of one plan (usually the lowest cost plan), with SHARE members on that plan paying the other 15%. The dollar amount that UMass Memorial pays for that plan is then applied to the other plans, with SHARE members on those plans paying the remainder of the cost. This applies to full-time and part-time employees, with either family or individual coverage.

In the interest of working together creatively to contain costs for both the employer and the employees, and/or provide employees with more options, UMass Memorial and SHARE agree that it may sometimes be appropriate to introduce new plans with different structures or to change plans. To make it possible to try new ideas, UMass Memorial agrees that a new plan with a lower premium rate will not be used to reduce the hospital's 85% contribution.

Prescription co-pays			
Retail prescription co-pays	\$10 generic	\$25 preferred	\$40 top tier
Prescription Center co-pays	\$4 generic *	\$10 preferred*	\$25 top tier*
Mail order co-pays **	\$16 generic	\$30 preferred	\$60 top tier
* 90 day supply for one co-pay, if doctor writes a prescription for 90 days.			
** Mail order co-pays above are for a 90 day supply.			
Specialty drugs through Prescription Center only (drop-shipping if medically appropriate). Specialty drugs 30 days only. Retail prescriptions limited to 30 days (except for mail order). No change to retail mail order option except for price (see above). Joint commitment to improving access to In-House Pharmacy (hours of operation, delivery, parking, wait times, etc.). Meet at least quarterly to review progress, and discuss possible changes.			

Health Insurance Co-Pays

HMO OV-PCP	\$15
HMO OV-SPEC	\$20
PPO OV-PCP	\$15
PPO OV-SPEC	\$20
ER	\$70
Inpt	\$0
Outpt	\$70

MOA re Setting Health Insurance Premium Equivalents

Every year the premium equivalent rates for health insurance need to be set for the following year. The employer and the employees then each pay their share of the new rates. UMass Memorial and SHARE agree that transparency in the process of setting the rates is in the interests of everyone in our community. This agreement is intended to describe the steps that are taken to determine the rates, and the values that will guide any decisions to be made.

Surplus/Deficit

Because UMass Memorial is self-insured, the rates are intended to cover the actual cost of health care provided. Ideally, there would never be a surplus or a deficit. In reality, it is not possible to predict costs perfectly.

Timeline

April: Preliminary cost reconciliation for the previous year to determine whether there was a surplus or deficit. UMass Memorial informs SHARE of the results.

July-August: First draft of calculating the next year's rates. UMass Memorial and SHARE meet to review the projected costs and discuss any issues or concerns

August-September: Finalize rates and review the information with SHARE early enough to address any issues before the print deadline.

October: Mail benefit packages to employees

October/November: Open enrollment

January 1: New rates go into effect

Calculating the next year's rates

The next year's rates are calculated using:

- Claims data for the most relevant 12 months
- Healthcare cost trend rates at UMass Memorial, and nationally
- Cost effects of any expected changes in plan structure or legal requirements

- Stop-loss costs
- Administrative fees for insurance companies managing the claims
- Projected prescription benefit costs
- A margin, if appropriate, taking into account both the level of uncertainty about health care costs in the coming year, and the balance between surpluses and deficits in preceding years.

UMass Memorial and SHARE will meet to review the projected costs. We agree that plan rates should be set fairly and reasonably each year, based on the data and we want to avoid dramatic fluctuations in plan costs year-to-year that would result in employees having to change plans frequently. Therefore, in any given year, it may be appropriate to calculate costs for each plan separately, or to calculate costs for plans with smaller participation rates in with better populated plans, or to calculate costs for all plans together. SHARE and UMass Memorial will discuss the merits of each approach with an eye to fairness and stability.

HIV Insurance

HIV Insurance: \$100,000 coverage employer paid for those employees whose jobs put them at risk for HIV.

Parking

The Employer will bargain to conclusion with SHARE before implementing any parking fee increases.

If a department manager assigns a SHARE employee to work at another campus, other than the campus at which the employee is currently paying for parking, the department will either reimburse the employee for parking at the other campus or provide a parking sticker for parking at the other campus.

For errors in paychecks due to no fault of the employee that require a personal visit to the payroll department at the Hahnemann campus, the payroll department will provide a parking sticker for parking.

Paycheck discrepancies of \$25.00 or less will be dealt with by mailing a check to the affected employee within the week after the payroll department receives notice of such discrepancies.

Employees whose rate of pay is at or above the maximum for their grade will be reimbursed weekly for the cost of their parking. University campus employees who choose to pay more than the standard \$6/week to park will be reimbursed at the standard \$6 rate.

Retirement Benefits

In January 2012, SHARE and UMass Memorial established a Joint Pension Reform Committee to “investigate, explore and recommend possible reforms to the pension plan at UMMMC in an effort to ensure a fair, competitive and secure pension program for workers at the Hospital and for those who have already retired.”

Pension changes in 2017

As a result of that process, we are agreeing now to change the way the pension benefit will be calculated beginning in 2017.

The pension benefit payable after 12/31/2016 will be the sum of

- The pension earned under the current plan as of 12/31/2016, plus
- The pension earned under the revised plan after 12/31/2016

As of 2017, the defined benefit pension plan will be modified. The Summary Plan Description (below) describes these changes in the pension plan. These are the highlights:

- Change to career average pay for years 2017 and after
- Remove 30-year service cap
- Pensionable pay will no longer include all pay
 - All hours paid up to 40 per week will count.
 - Hours over 40 will count at the straight time rate. The extra 1/2 premium pay will not count as pensionable.
 - Evening & Night differentials will count. Other differentials will not count.
 - Lump sums paid to SHARE members as part of a negotiated increase will count.
- Establish a “floor” of \$452/year as the minimum pension benefit that an employee can accrue for each year of service (pro-rated for fewer than 2,000 hours paid per year)

The employer will double 401(k) matching contribution: 50% match up to 4% of employee’s pay.

We believe that these changes will preserve our defined benefit pension for a generation, allowing SHARE members to plan for their retirement knowing that the amount of their monthly benefit is guaranteed.

401(k) education

We know that a secure retirement depends on the three-legged stool of pension, social security, and personal savings. Therefore, SHARE and UMass Memorial agree to work together to encourage SHARE members to learn about the advantages of saving additional money through the 401(k). We will provide information about how UMass Memorial’s “match” works and how to get started saving and investing.

SHARE and UMass Memorial will also continue to look for ways to lower barriers to 401(k) participation, including considering an “opt-out” program, and exploring the possibility of giving employees the option to convert earned time into money in their 401(k).

We agree the aforementioned changes are explained in further detail in the amended summary plan description below and that should there be any conflict between the language above and the amended summary plan description, the summary plan description, as amended, shall control.

TERMS YOU NEED TO KNOW

To fully understand how the Plan works, you will need to become familiar with the following terms:

Average annual earnings. Your average annual earnings is the average of your total earnings for the five consecutive calendar years (January 1 to December 31) when your pay was highest, or, if greater, the last 60 months of your employment with UMMHC. Average annual earnings does not include amounts earned in 2017 and later years.

Pensionable earnings. Generally, for periods of employment prior to January 1, 2017, your pensionable earnings include all compensation paid to you during the year, including amounts that you

deferred into the 401(k) Plan, the Tax Sheltered 403(b) Plan, or that you elected as pre- tax employee contributions to other benefit plans. For periods of employment after December 31, 2016, your Pensionable earnings equal your base rate of pay plus evening and night shift differentials for actual hours paid during the year. Pensionable earnings will also include negotiated wage increases paid in the form of a lump sum. Pensionable earnings will not include any severance pay in excess of 8 weeks, termination pay, unused vacation pay, or deferred compensation or pay earned during a time when you are not an eligible employee. According to IRS regulations, the maximum compensation that can be taken into account for Plan purposes is \$270,000 for 2017. This amount is subject to change with inflation. Please contact Human Resources for additional information.

Plan Payment Options

Your normal retirement benefit under the Pension Plan is determined based on your average annual earnings, pensionable earnings after 2016, and your benefit service with UMMHC. The standard form of payment is a lifetime annuity. However, you may choose instead to receive your benefit in the form of a lump-sum payment.

Under federal pension law, your Pension Plan benefit will automatically be paid as a lifetime annuity instead of a lump sum unless you elect otherwise. If you are married, your annuity will be paid as a reduced 50% joint and survivor annuity under which, after your death, half of your reduced benefit will continue to your spouse for the rest of his/her life.

To elect a payment option other than the normal annuity form of payment, simply complete an election form at the time you want to receive payment. If you are married and you wish to elect the lump-sum payment or one of the other annuity options, your spouse must consent in writing to this election, as witnessed by a Plan representative or a notary public. When eligible to receive your Pension Plan benefit, payment election forms will be sent to you as part of your Pension Plan retirement paperwork.

Lump Sum Option	Lifetime Annuity Option
With the lump sum option, your Plan benefit is available to you for reinvestment or other use.	With the lifetime annuity option, you receive monthly payments for a certain period of time, depending on the annuity option you choose.
<p>The formula for calculating a lump-sum benefit at normal retirement is:</p> <p><i>For employment prior to January 1, 2017</i></p> <p style="text-align: center;">\$380 plus 11% of your average annual earnings in excess of \$6,600 times Your years of benefit service as of December 31, 2016 (up to 30 years) Plus</p> <p><i>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service, the greater of:</i></p> <ul style="list-style-type: none"> • \$3,977.60, or • 11% of your pensionable earnings for that calendar year <p><i>(The \$3,977.60 minimum is prorated if you are paid for fewer than 2,000 hours during the year.)</i></p>	<p>The formula for calculating a lifetime annual annuity at normal retirement is:</p> <p><i>For employment prior to January 1, 2017</i></p> <p style="text-align: center;">\$43.20 plus 1.25% of your average annual earnings in excess of \$6,600 times Your years of benefit service as of December 31, 2016 (up to 30 years) Plus</p> <p><i>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service, the greater of:</i></p> <ul style="list-style-type: none"> • \$452, or • 1.25% of your pensionable earnings for that calendar year <p><i>(The \$452 minimum is prorated if you are paid for fewer than 2,000 hours during the year.)</i></p>

EXAMPLE

For example, let's assume that:

- you retire at the end of 2019;
- you receive your benefit at age 65;
- you have 30 years of benefit service as of December 31, 2016;
- your average annual earnings on December 31, 2016 equal \$33,000; and
- your pensionable earnings for 2017, 2018 and 2019 are \$34,000, \$35,000 and \$36,500 respectively.

LUMP SUM OPTION	LIFE ANNUITY OPTION																																				
Your lump-sum payment would equal \$110,490.20, determined as follows:	Your lifetime annuity benefit (paid monthly) would equal \$1,046.35, determined as follows:																																				
<p>For employment prior to January 1, 2017</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">\$380</td> <td style="width: 40%; text-align: right;">\$380</td> </tr> <tr> <td>Plus 11% times \$26,400</td> <td style="text-align: right;"><u>+2,904</u></td> </tr> <tr> <td>Equals</td> <td style="text-align: right;">\$3,284</td> </tr> <tr> <td>Times 30 years of benefit service</td> <td style="text-align: right;"><u>x 30</u></td> </tr> <tr> <td>Subtotal</td> <td style="text-align: right;">\$98,520</td> </tr> </table> <p>For employment after December 31, 2016</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2017: 11% times \$34,000</td> <td style="width: 40%; text-align: right;">\$3,977.60*</td> </tr> <tr> <td>2018: 11% times \$35,000</td> <td style="text-align: right;">3,977.60*</td> </tr> <tr> <td>2019: 11% times \$36,500</td> <td style="text-align: right;"><u>+4,015.00</u></td> </tr> <tr> <td>Subtotal</td> <td style="text-align: right;">\$11,970.20</td> </tr> </table> <p>Total lump sum \$110,490.20</p>	\$380	\$380	Plus 11% times \$26,400	<u>+2,904</u>	Equals	\$3,284	Times 30 years of benefit service	<u>x 30</u>	Subtotal	\$98,520	2017: 11% times \$34,000	\$3,977.60*	2018: 11% times \$35,000	3,977.60*	2019: 11% times \$36,500	<u>+4,015.00</u>	Subtotal	\$11,970.20	<p>For employment prior to January 1, 2017</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">\$43.20</td> <td style="width: 40%; text-align: right;">\$43.20</td> </tr> <tr> <td>Plus 1.25% times \$26,400</td> <td style="text-align: right;"><u>+330.00</u></td> </tr> <tr> <td>Equals</td> <td style="text-align: right;">\$373.20</td> </tr> <tr> <td>Times 30 years of benefit service</td> <td style="text-align: right;"><u>x 30</u></td> </tr> <tr> <td>Subtotal</td> <td style="text-align: right;">\$11,196.00</td> </tr> </table> <p>For employment after December 31, 2016</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2017: 1.25% times \$34,000</td> <td style="width: 40%; text-align: right;">\$452.00*</td> </tr> <tr> <td>2018: 1.25% times \$35,000</td> <td style="text-align: right;">452.00*</td> </tr> <tr> <td>2019: 1.25% times \$36,500</td> <td style="text-align: right;"><u>+456.25</u></td> </tr> <tr> <td>Subtotal</td> <td style="text-align: right;">\$1,360.25</td> </tr> </table> <p>Total lifetime annual annuity \$12,556.25 Divided by 12 months <u>÷12</u> Total lifetime monthly annuity \$1,046.35</p>	\$43.20	\$43.20	Plus 1.25% times \$26,400	<u>+330.00</u>	Equals	\$373.20	Times 30 years of benefit service	<u>x 30</u>	Subtotal	\$11,196.00	2017: 1.25% times \$34,000	\$452.00*	2018: 1.25% times \$35,000	452.00*	2019: 1.25% times \$36,500	<u>+456.25</u>	Subtotal	\$1,360.25
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Subtotal	\$1,360.25																																				
* \$3,977.60 minimum applies	* \$452 minimum applies																																				

Of course, your normal retirement benefit will depend on your average annual earnings, pensionable earnings after 2016 and benefit service at the time you retire. In addition, your benefit will be reduced if you decide to receive benefits before age 65.

Retirement – Sick Time Payout at Retirement

PURPOSE:

To define the parameters of sick time payout upon retirement.

RESPONSIBILITY:

The Pension Benefit office within Human Resources will authorize payment of sick time at time of termination if requirements are met.

POLICY STATEMENT:

Accrued, unused sick time is not paid to employees upon termination of employment. However, if employees with sick time terminate and retire under the following conditions, payment of 20% of balance will be made:

- A. Employees who transferred from the University of Massachusetts as defined in the merger legislation would be eligible to receive a cash payment equivalent to 20% of the amount remaining in their sick time banks (up to the amount at time of transfer) upon termination from UMass Memorial if:
 1. They have a balance in their sick time bank at the time of termination of employment from UMass Memorial and;
 2. They have not requested a refund of contributions they made to the State retirement system and;
 3. They are either receiving a State retirement benefit while employed at UMass Memorial or **qualify** and **apply** for their state pension immediately upon termination.

Documentation of retirement or of application for retirement from the State Retirement Board is required before payment will be made. The pension benefit office will authorize payment at the rate of pay at time of termination if all conditions are met.

- B. Former Memorial employees (i.e., employees of Memorial Health Care as of 3/27/1998) would be eligible to receive a cash payment equivalent to 20% of the amount remaining in their sick time banks if:
 1. They have a balance in their sick time bank at the time of termination of employment from UMass Memorial and;
 2. They are vested, are at least age 55 or are eligible under the Disability Annuity Benefit Rules of the UMass Memorial Pension Plan and must begin receiving their UMass Memorial Pension Plan retirement benefit in the form of an annuity at the time of termination.

If all conditions are met, the pension benefit department within Human Resources will authorize payment at the rate of pay at time of termination.

PROCEDURE:

Employees requesting payment must contact the Human Resource Pension Office with evidence of retirement as required. The appropriate personnel in the Pension Office will then authorize payment, if all conditions are met.

Tuition Reimbursement

PURPOSE:

- A. To assist those employees who wish to further their education, professional growth, and professional development.
- B. To establish the criteria for payment of tuition expense reimbursement.

DEFINITIONS:

Tuition expense: An amount charged by educational institutions normally based on the number of academic credits awarded for courses taken and application fees, education service fees, administration fees, technology fees, registration fees, lab fees, graduation fees, and the cost of text books required for the course. Curriculum support fees for Massachusetts public colleges are considered a bonafide tuition expense. Other expenses or fees not specified above will not be eligible for reimbursement.

Tuition Waiver: A release from financial obligation for tuition to attend a Massachusetts state college, a community college, or university for former University of Massachusetts - Worcester Campus clinical employees who were hired by the university prior to November 25, 1997, and who transferred to UMass Memorial.

Academic Year: Time period starting with the fall semester and ending with the last summer session. For courses spanning two academic years, the academic year against which a course is charged is determined based on the period of time in which the majority of the course is taken.

RESPONSIBILITY:

Employees and individual managers/supervisors together with the Human Resources department are responsible for compliance with the policy.

POLICY STATEMENT:

- A. Reimbursement will be made only for courses given by an accredited two or four-year college or university including on line courses, and not for correspondence courses. Courses offered by an accredited school or a continuing adult education program will be approved by Organization and People Development for tuition expense reimbursement based on instructional hours and grading. An employee will be notified if Organization and People Development does not approve a course.

The course content must be:

1. Directly related to the employee's current position; or,
2. Part of the employee's preparation for additional responsibilities within UMass Memorial to which the employee may reasonably aspire as determined by Human Resources, and that is consistent with both the employee's career interests and the projected business needs of the organization; or,
3. Necessary to fulfill the curriculum requirements for a degree related to the employee's current position or another position within UMass Memorial as noted above.

- B. Reimbursement will be given according to the following guidelines:

1. Employees who occupy positions budgeted for 30-40 hours per week will receive 80% of the tuition expense to a maximum of \$2,000 per academic year.
2. Employees who occupy positions budgeted for 20-29 hours per week will receive 50% of the tuition expense to a maximum of \$1,000 per academic year.
3. To be eligible for reimbursement, the employee must be actively employed by UMass Memorial at the time the course begins and is completed.

4. Employees whose budgeted hours change during the course will be reimbursed based on the budgeted hours for their position at the start of the course. If an employee's budgeted hours change during the course/semester or after finishing the course/ semester, additional courses will be reimbursed using the remaining funds that do not exceed the cap for the new budgeted hours.
5. Reimbursement will apply ONLY toward the cost of tuition, application fees, registration fees, lab fees, technology fees, education service fees, graduation fees, and the cost of text books required for the course. Curriculum support fees for Massachusetts public colleges are considered a bonafide tuition expense. Other expenses or fees not specified above will not be eligible for reimbursement.
6. Courses must be taken during non-paid time outside of the employee's regular work hours.
7. The tuition waiver programs for University of Massachusetts Medical School clinical employees will remain in place for employees who transfer from the School to UMass Memorial under the terms of the merger legislation for the period of time that an employee remains employed by UMass Memorial. When employment is terminated with UMass Memorial, these benefits will cease. This section is applicable to employees hired prior to November 25, 1997. Eligibility for tuition waivers is determined by the University of Massachusetts Medical School and not by UMass Memorial. Employees should contact Human Resources at the University of Massachusetts Medical School to determine eligibility.

PROCEDURES:

- A. Applications for tuition reimbursement are available in the Human Resources department. All applications must be submitted to Organization and People Development prior to the first day of class.
- B. A copy of the itemized paid tuition bill and a final grade indicating successful completion with a grade of "C" or better (or "Pass" on a Pass/Fail grading system) must be submitted to Human Resources to obtain reimbursement. The reimbursement procedure must be initiated within 30 days of the completion of the course. If this is not possible, an extension must be requested through the Organization and People Development Office.
- C. Courses for which the employee receives a grade of less than "C" or fail on a pass/fail scale are not eligible for reimbursement, i.e. C-, D+, etc.
- D. Tuition reimbursement for employees who are on an approved leave of absence at the conclusion of a course that has been approved for reimbursement will generally be held until they return. Employees who are on an approved leave of absence at the beginning of a course may request approval of the course from Human Resources. If approved, reimbursement will be withheld until the employee returns to active employment. Employees on leave should always contact Organization and People Development to find out about reimbursement.

Staffing

How to Handle Questions Regarding Staffing

In the work place we envision:

- Discussion and dialogue between SHARE members and management about staffing levels is a normal part of a high functioning and engaged team committed to excellent quality patient care and services which includes patient and staff safety.
- Opportunities for experimenting with changes for improvement are encouraged, through information sharing and problem solving methods to improve workflow, reduce waste and increase quality and service.

Towards that end, SHARE members who have questions about staffing in their unit, department or clinic are encouraged to set up a meeting with their supervisor to better understand the rationale behind staffing decisions and to discuss what is needed so that the operations could run more effectively and efficiently by improving processes and/or workflow. It is expected that through this dialogue, the experience and engagement of SHARE members would improve and performance of the individual, team and the overall unit, department or clinic would improve as well. Topics that typically would be discussed in this meeting would be such things as the metrics, benchmarks, budget and other considerations that have informed management's staffing decisions.

If SHARE members still have questions after this meeting with their immediate supervisor, they may request a meeting with the next level of management up to the senior leader of that area. It is understood that management is responsible for staffing decisions and these meetings are not intended to become a negotiation, but rather two-way communication to ensure rationale for staffing is understood by SHARE members, and management has considered the input of SHARE members in those staffing decisions, all in an effort to improve overall operations.

At any time during this process, SHARE members can contact their SHARE representative or HR for guidance.

Acute Care Inpatient PCA Staffing

UMass Memorial and SHARE want to ensure that PCA workloads are manageable to provide quality patient care.

Within the first year following ratification of the 2016 SHARE contract, the parties agree to create a PCA Staffing Committee comprised of SHARE PCAs, Nursing Leadership, SHARE Leadership. The Committee will develop and implement a Nurse/PCA standard of practice, including but not limited to: orientation, patient centered care and nurse delegation.

The Acute Care PCAs will work collaboratively under the direction of the RN. The RN has the primary responsibility for the overall care of the patient.

These are not staffing ratios, but rather guidelines in which the PCA's workloads will be adjusted according to the real time shift staffing. The PCA will assist the RN with workloads based on one of the following two guidelines:

A) Specific tasks that are assigned for multiple patients such as vital signs, blood sugars, weights, meal preparation and ambulation

~ OR ~

B) Single patients with multiple care needs such as personal care and activities of daily living. In this guideline, the PCA will assist the RN(s) with up to 6 - 8 patients for the day and evening shifts and up to 8-10 patients on nights.

Other work may be assigned as appropriate, including but not limited to 1:1 assignments. If this additional work changes the staffing model on the floor, workloads for the remaining PCA'S should be adjusted accordingly.

Throughout the shift, if the PCA thinks that their workload needs to be re-evaluated and/or adjusted, it is the responsibility of the PCA to communicate this to the assigned RN, Resource Nurse, Nurse Manager or Nursing Supervisor.

Any unresolved issues can be brought to the attention of the PCA staffing committee for further review.

Staffing Levels -- Overtime, Mandatory OT, Floating, TOWOP

The following sections – Overtime, Floating and Time Off Without Pay (TOWOP) – all address issues of staffing levels. SHARE and UMass Memorial agree that the goal is to have appropriate staffing levels to meet patient care and operational needs. We see floating of trained SHARE members as a partial solution to prevent mandatory overtime and unwanted TOWOP. When appropriate staffing levels are not possible, solutions should involve as much predictability and as little disruption as possible to maintain a satisfied, productive workforce. Every effort should be made to resolve problems informally and flexibly.

Scheduling Overtime and Extra Time

The opportunity to work for overtime pay should be fairly distributed among qualified employees, when overtime is required for operational needs. The system for achieving this goal should be determined at the department level through a collaborative process between local managers and local union members.

In the absence of a locally-determined process, volunteers will be offered the overtime by seniority on a rotational basis.

SHARE staff shall have priority over non-SHARE staff to be scheduled for extra time and overtime for SHARE position work. In the absence of guidelines negotiated in the department with SHARE staff, the following guidelines will be used:

Regular part-time SHARE staff will have their schedule requests for additional time granted prior to the scheduling of per diem staff. Part-time workers and per diems may be scheduled for additional straight time hours prior to scheduling full-time employees for work at overtime pay. Once a unit schedule is posted and additional hours need to be filled, they will be offered as follows:

1. Part-time SHARE staff on unit
2. Part-time SHARE staff from off unit
3. Per Diem staff for straight time
4. Full-time SHARE staff

Mandatory Overtime Limits

SHARE and UMass Memorial agree that the goal is to work toward not having to use mandatory overtime. UMass Memorial will make its best effort to maintain full staffing. SHARE and UMass Memorial agree that mandatory overtime is a last resort, and that emergency staffing problems should be resolved using volunteers, per diems, floats, outside agencies (if applicable), and other qualified staff before mandating SHARE employees.

If a department has not used mandatory overtime in the past, the creation of a mandatory overtime policy is negotiable like any other departmental policy change.

Where mandatory overtime has not been used in the past SHARE members may participate to:

- Work collaboratively with department management to find alternatives to mandatory overtime;
- Design a fair process for using mandatory overtime if it is necessary;
- Evaluate its use.

Where mandatory overtime exists:

- Policies should give consideration to staff illness, exhaustion and safety; as well as the care and safety of SHARE employees' dependents.
- Employees may be mandated for a maximum of 4 hours beyond their scheduled shift, and no more than eight times per year.
- Departmental mandatory overtime policies may offer incentives of time or pay to fill open shifts. Unless negotiated otherwise, mandatory overtime will be paid at time and one half for hours worked over eight in a day, or forty in a week, except that employees regularly scheduled to work more than eight hours in a shift will not be eligible for time and one half until they exceed their regularly scheduled hours in that shift or exceed forty hours in a week.
- An overtime list consisting of staff members shall be maintained for each unit. The list initially shall be set in order of reverse seniority unless otherwise agreed in the department.

Agreements may be made between UMass Memorial and SHARE within individual departments prohibiting mandatory overtime, or placing limits more restrictive than above.

Floating

SHARE and UMass Memorial agree that it is important to minimize the floating of SHARE members. The hospital will continue to make every reasonable effort to ensure full staffing through permanent assignments. A SHARE member who is qualified may be required to float in order to assist in providing safe staffing levels for patient care in another area, or to avoid the need to mandate another SHARE member to work overtime. There are three scenarios for floating:

1. floating within a campus
2. cross campus floating
3. temporary transfers

FLOATING WITHIN A CAMPUS:

When floating becomes necessary (within a campus) the employer will determine which employees are qualified and competent, and will float people in the following order:

1. volunteers
2. per diem employees
3. temporary employees
4. least senior SHARE member on a rotating basis

FLOATING TO ELIMINATE OVERTIME:

SHARE members may not be floated to replace another SHARE member who has signed up for overtime more than 24 hours prior to the start of the overtime shift, unless the second employee chooses to give up the overtime. A SHARE member may, however, be floated to replace another SHARE member who has signed up for overtime less than 24 hours prior to the start of the overtime shift.

CROSS CAMPUS FLOATING:

Cross campus floating for SHARE members hired before June 3, 2005 will be on a volunteer basis, unless SHARE members in that area are already floating between campuses. Newly hired SHARE members will be trained to float in those departments where cross campus floating is now utilized or specified in the job posting. Cross campus floating will happen in the same order as listed in “Floating Within a Campus”.

TEMPORARY TRANSFERS:

When it becomes necessary to fulfill the operational needs of UMass Memorial, a SHARE member may be temporarily transferred to another campus for a period not to exceed six weeks. The employees’ needs should also be part of the discussion about how best to handle temporary transfers. If no volunteers come forward, the least senior qualified person will be required to transfer for up to the six week maximum. This will happen on a rotating basis from the least senior to most senior. Employees who are temporarily transferred to a different campus will continue to receive their usual benefits. Temporary transfers will happen in the same order as listed for floating within a campus.

ORIENTATION:

For the purpose of any of the above floating scenarios, an orientation period must be determined, and an orientor made available to the floated employee to familiarize the employee with any differences there might be in the job or procedures. This orientation will, preferably, take place on an earlier day, and will include input for SHARE unit members. The orientor will act as the point person for the floated employee to answer questions as necessary. To the extent that orientation of a floated employee involves precepting, the orientor will receive preceptor pay.

Time Off Without Pay (TOWOP)

No SHARE unit member shall be required to take TOWOP. When all other options have been explored, and there is no need to float, the SHARE unit member may take TOWOP or may use earned time or vacation/personal leave, whichever is applicable. If the SHARE member does not want to leave work (either unpaid, or using their own ET, or vacation/personal time whichever is applicable), the employee may choose to stay and be assigned reasonable other duties for which they are qualified (in this case, contract and practice restrictions on cross-campus and/or intra-campus floating will not apply.) If there are no such duties, and the employee is sent home, the employee will be paid.

Time Off & Scheduling

Attendance Policy

Scheduled absences make it much easier for a department to plan ahead for adequate coverage, and they create fewer stresses on the co-workers in a department than do unscheduled absences. While unscheduled absences are unavoidable sometimes, it is the intention of this policy to encourage SHARE members to schedule absences with their supervisors ahead of time whenever possible. For their part, supervisors will make every effort to work with SHARE members when they request time off so that we can avoid unscheduled absences as much as possible.

This policy addresses how UMass Memorial will manage unscheduled absences, or absenteeism. It describes when it is appropriate for disciplinary action to be applied for an employee's use of unscheduled absences.

1. Calling In Sick:

Most unscheduled absences are a result of employees calling in sick. There are two ways in which this can become a problem: Patterns of sick time use that suggest abuse; and excessive amounts of sick time use.

- Patterns of Sick Time Use That Suggest Abuse: SHARE and UMass Memorial agree that employees should use sick time only for health-related reasons. Employees should not use sick time because of inclement weather (see Severe Weather policy) or to extend scheduled absences. Some potential examples of a recurring pattern include but are not limited to: calling out on a holiday scheduled to work; calling out before/after holiday off; calling out on weekend shift(s) scheduled to work; calling out before/after weekend off; extending a scheduled vacation by calling out before/after; calling out on a scheduled shift previously requested off. Patterns of sick time use that suggest such abuse of sick time are subject to the disciplinary process.
- Amount of Sick Time Use: SHARE and UMass Memorial agree that it is normal for employees to get sick from time to time. However, excessive sick time use can cause a problem for a department, especially when staffing is tight, and for the co-workers who have to cover assignments. While SHARE members are expected to use their judgment about staying home if they are infectious, they should make every effort to come to work when they are able.

2. How We Deal with Absenteeism:

This section describes if and when a SHARE member's unscheduled absences may make them subject to disciplinary action.

A. Resolving Problems Through Good Communication

We believe that each individual person's situation is different, and should be treated individually. Good communication between supervisor and member should solve most problems. When a member uses sick time in such a way that the supervisor considers either the quantity or pattern of time off to be a problem, the supervisor will talk with the member about it. Supervisors and employees are encouraged to talk informally before a situation develops into a full-blown problem. Resources such as leaves of absence and the Employee Assistance Program should be discussed during this time. If the question cannot be resolved after reasonable attempts, a combined problem

solving approach coupled with progressive discipline may be applied. SHARE union representatives and Human Resources Generalists are available to help in such situations.

This approach requires extensive communication between supervisors and employees. If a manager feels the need to refer to a standard for absenteeism, s/he may refer to the guidelines in section C below. However, these guidelines are to be used as a reference, and should not be substituted for an individualized situational approach.

In addition to the usual disciplinary steps and problem solving process, a supervisor may address a particular sick use problem as follows:

- If sick calls exceed a reasonable standard for the situation, UMass Memorial reserves the right to require a physician's note for a particular incident, or at reasonable intervals for an extended illness. The employee will normally be notified in advance that a note may be required for future absences.
- If an employee calls in sick for their last scheduled shift before, or first scheduled shift after, a holiday, a supervisor may choose to withhold the holiday benefit as a disciplinary measure.
- An employee who establishes a recurring pattern of unscheduled leave for more than 2 occurrences on his/her weekend within a rolling year, may be required to make up an additional weekend shift based on departmental needs within 6 months of the occurrence, except where prohibited by law. This shift will be scheduled within budgeted hours with mutual agreement between the staff person and the manager.

B. Figuring Out An Employee's Absenteeism Rate

The following absences do not count toward the absenteeism rate:

- Absences taken under leaves of absence such as Family and Medical Leave Act (FMLA), Massachusetts earned sick time, Domestic Violence Leave of Absence, Worker's Compensation, including authorized intermittent leave and other qualified FMLA absences, Jury Duty, Massachusetts Parental Leave, Bereavement Leave, Military Leave, Small Necessities Leave or Leave Without Pay (LWOP) when approved by a supervisor when there is a lack of work (see SHARE contract language on TOWOP)
- Approved vacation time
- Medical Appointments with sufficient notice to supervisor (see below)
- Personal Emergency Days (see below)

Medical Appointments: Doctor, dental and other medical appointments should be scheduled as far in advance as possible, and during off hours as much as possible. Absences due to medical appointments will be approved and will not count toward absenteeism as long as the supervisor gets at least 7 days notice before the appointment. If a supervisor is notified with less than 7 days notice but more than 48 hours notice, the appointment will not count toward absenteeism as long as this standard is used only very occasionally, or under special medical circumstances. Medical appointments with less notice may be exempt from the absenteeism rate with the supervisor's approval, or in departments with standards of accepting less notice.

Personal Emergency Days: SHARE members may use up to 2 days from their earned/vacation bank for personal emergency without prior notice in a calendar year. Each designation of an unscheduled absence as a personal emergency counts towards the two (2) days allotted regardless of actual hours of absence from work. For example, an employee who normally works an eight (8) hour shift, who misses four (4) hours of work due to an emergency has used one (1) of the two (2) days allotted. An employee who normally works a ten (10) hour shift and is absent for ten (10)

hours has also used one (1) of the two (2) days allotted. Earned time/vacation banks will be charged only those hours actually taken. The members must notify their supervisors with as much notice as possible. These absences do not count toward a member's absenteeism rate. Designating an absence as a personal emergency day must be approved by the supervisor, and approval will not be unreasonably denied. SHARE members should recognize the difficulty that unscheduled absences create for their department and co-workers, and so use good judgment about using personal emergency days.

C. Guidelines When Considering An Employee's Absenteeism Rate

When a manager is considering an employee's absenteeism rate, the following calculations apply:

- 1) Prolonged absences of more than one (1) shift will be counted as a single absence. Absences caused by the reoccurrence of an illness within two regularly scheduled workdays of a prior unscheduled absence will be considered a continuation of the initial absence if documented by a Health Care Provider within five (5) days of returning to work.
- 2) Hours absent due to partial day unapproved absences will be totaled and, when they equal a full, regular workshift for the employee, will count as one absence. Only partial unscheduled absences that have occurred within six months of the most recent partial absence will be totaled to determine if they equal or exceed a full workshift. The regular workshift of an employee who has signed a flex-shift agreement is the workshift reflected in the agreement. This policy shall not be used to address tardiness. (See Tardiness policy)
- 3) The number of absences in the six-month period immediately preceding the employee's most current absence will be counted. The standards below are normally considered to be excessive.
 - For a 5-day week position, absences totaling 5 in any 6-month period.
 - For a 4-day week position, absences totaling 4 in any 6-month period.
 - For a 3-day week position, absences totaling 3 in any 6-month period.
 - For a 2-day week position, absences totaling 2 in any 6-month period.

For employees who occupy positions scheduled other than the number of days indicated above, absences totaling more than the average number of workshifts scheduled per week in any 6-month period

Bereavement Policy

PURPOSE:

To define the parameters of paid time off for bereavement.

DEFINITIONS:

“Immediate family member” is defined as the employee’s spouse, parent, stepparent, child, stepchild, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, fiancé, and any resident of the employee’s household.

“Extended family member” is defined as the employee’s aunt, uncle, niece, nephew, great-grandparent, sister-in-law, brother-in-law, step-grandchild, daughter-in-law, son-in-law, spouse’s grandparent, spouse’s grandchild, spouse’s great-grandparent.

RESPONSIBILITY:

The individual managers/supervisors together with the Human Resources staff are responsible for monitoring compliance with the policy.

PROCEDURE:

- A. Eligible employees will be granted bereavement time-off-with-pay in the case of a death in their immediate family. Bereavement time includes up to four (4) scheduled work shifts, which must be taken within six (6) days of the death. In the case of the death of an extended family member, bereavement time includes up to two (2) scheduled work shifts, which must be taken within six (6) days of the death.
- B. In the case of a pregnancy loss that occurs in the twelfth (12th) week or after, the parent(s) will be granted up to four (4) scheduled work shifts which must be taken within six (6) days of the loss (including the date of loss).
- C. Employees who suffer the loss of an immediate family member while on vacation may change an appropriate amount of the approved vacation time to bereavement time. If the bereavement time does not extend beyond the employee's scheduled return date, the employee will be expected to report to work as scheduled.
- D. Bereavement pay is calculated using the base hourly rate plus shift differentials for regularly assigned evening and night employees. Weekend, charge, and other differentials are not included in the calculation of bereavement pay.
- E. Bereavement time is counted on a per shift basis. For example, an employee scheduled for a four (4) hour shift would receive four (4) hours of bereavement time. An employee scheduled for a twelve (12) hour shift would receive twelve (12) hours of bereavement time.
- F. Paid bereavement time is included in the calculation of earned, vacation and sick time accruals.
- G. Paid bereavement time is considered an excused absence and consequently does not count in determining the employee's rate of absenteeism.
- H. An employee who desires to take time off to bereave the death of a relative not covered under this policy, or to take additional time off in the case that the employee is not ready to come back to work after the allowed bereavement time, may utilize earned time, vacation time or personal time. Time taken to bereave the death of a relative not covered under this policy, or to extend bereavement time, will not be counted in determining the employee's rate of absenteeism.
- I. An employee may be required to provide documentation of the death and the employee's relationship to the deceased.
- J. If funeral arrangements are postponed, or when other unusual circumstances exist, an employee may defer bereavement time to a later date. The employee must inform their supervisor as soon as possible of the delay, and when the bereavement time will be needed.
- K. Absences for bereavement time must be reported consistent with the absence notification procedure established within each department. Bereavement time may not be granted if proper notification of the absence was not given.

Breaks - Work Breaks/Meal Periods

PURPOSE:

To establish a procedure for SHARE members to take meal breaks and work breaks away from work activities.

DEFINITIONS:

- **Meal period** - 30 minutes of unpaid time during which employees are, or may be, away from the work site.
- **Work break** - 15 minutes of paid time during which employees are, or may be, away from work activities.

RESPONSIBILITY:

Individual Managers together with the Human Resources department are responsible for monitoring compliance with the policy.

POLICY STATEMENT:

A meal period of one-half hour (30 minutes) of unpaid time will be scheduled for SHARE members working a shift of six or more consecutive hours. In cases where extraordinary operation needs prevent an employee from taking a scheduled meal period, he/she will be paid for the time. An employee may, with supervisor permission, voluntarily choose to work through his/her meal period and be paid for the time.

If employees subject to this policy are required to carry beepers, beepers should be turned off during the meal period. If the beeper cannot be turned off because of the workload, as approved by the employee's immediate supervisor, the employee will be compensated for that time.

A rest period of fifteen minutes of paid time may be allowed for SHARE members for each half day worked. The intention of this policy is that employees normally should be allowed these rest periods. Rest periods are, however, not absolutely guaranteed and employees will not be paid or otherwise compensated for missed rest periods caused by workload and/or coverage requirements of individual units or departments.

It is the intention of UMass Memorial that employees receive their two 15 minute work breaks. Where operational constraints preclude the regular granting of these breaks, SHARE and UMass Memorial will work together to identify and address the factors which are impacting the department/unit's ability to allow regular breaks.

An employee may request a change in the break schedule, including combining one or both breaks with the meal period, by speaking directly with his/her supervisor. Such requests will be granted whenever possible, subject to workload and coverage requirements. Work breaks are provided so employees may be excused from work activities during the course of the shift. Therefore, work breaks may not be used to come in late or to leave early.

Donation of Time

PURPOSE:

To define the parameters for the transfer of accrued paid time off among employees.

DEFINITIONS:

Paid time off is defined as earned time for employees who accrue earned time. Paid time off for employees not covered by the earned time program is defined as vacation time.

RESPONSIBILITY:

The individual managers/supervisors together with the Human Resources and Payroll Department staff are responsible for monitoring compliance with the policy.

POLICY STATEMENT:

- A. Employees may donate accrued paid time off to other employees who are unable to work due to their own serious health condition or for the care of a seriously ill family member as defined by the Family and Medical Leave Act (FMLA). The employee recipient of donated time will receive paid time off equal in dollar value to the value of the donated time. The value of the donated time is calculated using the donor's base hourly rate multiplied by the number of hours donated. Paid time off may be donated in hourly increments of no less than four (4) hours. The Employee Records and Benefits sections of the Human Resources Department are responsible for processing donated paid time off.
- B. The donation of paid time off is done on a strictly voluntary and confidential basis. Employees are prohibited from soliciting for paid time off donations.
- C. Solicitations and donations may only be made during a specified two-week time frame. Department managers will manage the process by identifying the donation time frame and communicating to employees within the department.
- D. The employee recipient of donated paid time off must have been employed by UMass Memorial Health Care for at least six (6) months at the time of the donation and have exhausted all accrued paid time, i.e. earned time, personal, vacation and sick time.
- E. For employees covered by the earned time program, all donated time must come from the donor's earned time bank. Donations from employees not covered by the earned time program must come from the donor's vacation bank. Accruals in an employee's sick bank and personal time bank are intended to be added protection for the employee in the event of a long-term illness and as such are not available for donation.
- F. Donated time will be placed in the recipient's sick bank and will be available for immediate use. Donated time may not be "doubled" for use in cases of extended absences.
- G. Donated time may not be transferred back to the donor or to any other employee. In the event a recipient of donated time passes away, any remaining donated time will be paid out to the employee's estate. If the recipient of donated time returns to work, any remaining donated time will be kept in the employee's sick bank for future use as sick time.
- H. Employees may receive no more than twenty-six (26) times their budgeted weekly hours in donated time.

PROCEDURE:

Department managers will coordinate the donation of paid time off by establishing and communicating to employees a two-week time frame during which donations will be accepted. Each donator must complete the form entitled "Donation of paid time off". Managers will forward a summary list of donations along with the donation of paid time off forms to the Records section of Human Resources for processing.

Family and Medical Leave (FMLA) and Massachusetts Parental Leave

I. Policy:

UMass Memorial provides leave to employees consistent with the parameters and standards under which employees may be granted leave pursuant to the Family and Medical Leave Act ("FMLA") and/or the Massachusetts Parental Leave Act ("MPLA") as more fully described below. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

Each SHARE member's leave of absence situation is different. The UMass Memorial Leave Office, Human Resources and SHARE are available to help, and will use a problem solving approach to finding a resolution to each situation.

A. Eligibility:

1. To be eligible for a leave under FMLA:
 - a. Employees hired or rehired on or before 12/31/2016 must have completed six (6) months of service and worked at least 520 hours.
 - b. Employees hired or rehired on or after 1/1/2017 must have completed twelve (12) months of service and worked at least 1,250 hours during the previous twelve (12) months.

2. To be eligible for a leave under the MPLA, an employee must work full-time and must have completed his/her probationary period, or if there is no such probationary period, have completed three (3) months of service.
 - a. UMass Memorial will designate the parental leave taken under MPLA as FMLA leave, and count concurrently parental leave and leave granted under the FMLA, when applicable.

B. Types of Family and Medical Leave:

Leave may be taken for the following reasons:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for an employee's spouse, dependent child or parent of the employee with a serious health condition.
4. The employee's own serious health condition that prevents the employee from performing the essential functions of his/her position (this includes employees out on workers' compensation – FMLA will run concurrently with workers' compensation).

5. To provide Military Caregiver Leave for an employee's spouse, son, daughter, parent or next of kin who is a veteran or member of the Armed Forces, including a member of the National Guard or Reserves.
6. A Qualifying Exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order of active duty status or has been deployed to a foreign country. For purposes of covered active duty or call to covered active duty status, the Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves

C. Duration of Family and Medical Leave:

1. Eligible employees may be granted up to 12 weeks of FMLA leave in a rolling 12-month period. (FMLA time will be pro-rated for eligible part-time employees).
2. The leave may be granted on a Continuous, Intermittent or Reduced Schedule basis based on the nature of the leave. An intermittent leave cannot exceed a total of twelve work weeks during the twelve month period.
3. Eligible employees may be granted up to 12 weeks for the birth or adoption of a child or the placement of a foster child. Leave for these purposes generally is granted as continuous leave, and may be taken intermittently only with the prior approval of UMass Memorial.
4. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt UMass Memorial's operation.
5. UMass Memorial may discuss a temporary transfer to an alternative equivalent position that better accommodates intermittent periods of leave with the SHARE member.
6. If both spouses are employed by UMass Memorial and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses together may only take a combined total of 12 weeks of leave for these purposes.
7. Employees requesting Military Caregiver Leave may be eligible for up to 26 weeks of leave and should contact the Leave of Absence Office for additional details.

D. Duration of Massachusetts Parental Leave:

Full-time employees who have completed their probationary period (or at least three months of service) are eligible for up to eight (8) weeks parental leave for the purpose of giving birth, adopting a child, or the placement of a child in accordance with state law. This leave will also be designated as FMLA Leave, where applicable. If both spouses are employed by UMass Memorial and each wishes to take leave for the birth of a child, adoption or placement of a child, the spouses together may only take a combined total of eight (8) weeks parental leave.

II. Definitions:

FMLA Leave: Job protected leave when an employee is unable to work because of a serious health condition or to care for their spouse, child or parent who has a serious health condition.

Parent: The father/mother of the employee or an individual who acted as a parent to the employee when s/he was a child.

Dependent Children: A biological, adopted or foster child, a stepchild, a legal ward or a child who is living with the employee in a parent-child relationship, who is under the age of 18, or if over the age of 18 is incapable of self-care as defined by the FMLA.

Spouse: A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

Continuous Leave: A leave taken over a defined, single time period.

Intermittent Leave: A leave taken in separate blocks of time.

Reduced Leave Schedule: A leave schedule that temporarily reduces an employee's usual number of working hours per workweek, or hours per workday.

Military Caregiver Leave: Job protected leave relating to certain military deployments or to care for a covered service member with a serious injury or illness.

Qualifying Exigency Leave: As defined by the regulations, job protected leave for short notice deployment, military events and related activities, family support or assistance programs sponsored or promoted by the military, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and any additional activities agreed upon by the employer and employee.

Massachusetts Parental Leave: Job protected leave for employees for the purpose of giving birth, adopting a child, or the placement of a child.

TPA (Third Party Administrator): A company that has been contracted to administer leaves of absence on behalf of UMass Memorial.

III. General Procedure

A. Process:

1. Employees requesting leave must:
 - a. Complete a Leave of Absence Request form and submit it to their supervisor. The form is available on MyHR.
 - b. Contact UMass Memorial's TPA to obtain leave paperwork.
2. In requesting FMLA leave, where the leave is foreseeable, employees are expected to give at least 30 days notice to his/her supervisor.
 - a. An employee illness that extends beyond three (3) consecutive days may be provisionally designated as FMLA even if the employee has accrued earned time to cover the absence.
 - b. When the need for FMLA leave is not foreseeable, the employee must follow their department's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.
3. UMass Memorial's TPA will review the request and mail the employee the applicable notices and medical certification forms for completion.
4. It is the employee's responsibility to ensure that the complete and sufficient certification form is provided. FMLA leave requests may be denied if certification forms are not returned within the timelines outlined in the law. UMass Memorial or their designee may seek further review and/or speak with the treating health care professional for purposes of verifying information provided on the medical certification, in accordance

with the regulations. In some cases, a second or third medical opinion may also be required at UMass Memorial's expense.

5. During an FMLA leave, an employee may be required to provide periodic updates regarding his/her status and intent to return to work. For intermittent leave, recertification may be required in accordance with the FMLA.
6. While on FMLA leave, employees may not engage in outside employment during the hours they otherwise would have been working at UMass Memorial.
7. An employee cannot waive their rights under the FMLA/MPLA nor may an employee "trade-off" the right to take leave under the FMLA/MPLA against some other benefit offered by UMass Memorial.

B. Pay During Leave:

1. FMLA/MPLA leaves are unpaid job protected absences.
2. An employee who is granted FMLA/MPLA leave may use all available paid time off, consistent with this contract's Paid Time Off Policy regarding earned, sick, vacation, personal, and holiday time. During continuous leave, employees may elect to take the leave unpaid. Once the employee goes into unpaid status, s/he will remain on unpaid status through the completion of the leave. During intermittent leaves, employees are required to use earned/sick/vacation/personal/holiday time, if they have time available. Intermittent leave can be taken without pay if the SHARE member does not have time available in their bank(s). If a SHARE member is scheduled for a vacation that has been approved, it will not be cancelled in the event that the employee has exhausted their available paid time off as a result of their intermittent leave usage following the approval of the vacation.
3. Employees may not use earned/vacation/sick/personal time to postpone the start of the leave or to prolong approved leave time.

C. Benefits During FMLA/MPLA Leaves:

1. While an employee is on an approved leave, UMass Memorial will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to be actively at work.
2. If the leave is paid, UMass Memorial will continue to take payroll deductions to collect the employee's share of premium(s).
3. If the leave is unpaid, the employee will be responsible for submitting payment for the employee's share of premiums to Human Resources/Benefits.
 - a. Payments for health insurance that are more than 30 days late may result in cancellation of coverage for the duration of the leave. UMass Memorial will provide 15 days notification prior to the employee's loss of coverage.
 - b. If coverage is cancelled during the leave period, and employees wish to re-enroll upon their return to active status, they must contact the Benefits Contact Center within 30 days of their return.
4. Employees who exhaust their 12 weeks of leave under the FMLA and who are authorized to remain out of work unpaid will be responsible for 100% of their medical and dental premiums.
5. If the employee chooses not to return to work following their approved leave, they will be required to reimburse UMass Memorial for any outstanding benefit premiums due.

D. Return to Work:

1. Employees returning from a Leave of Absence due to their own serious health condition are required to:
 - a. present a fitness-for-duty certification from their treating provider, and
 - b. schedule an appointment with Employee Health Services at least one (1) week prior to their planned return to work date in order to be restored to active duty in a timely manner.
2. Employees who have a planned or prolonged leave of absence must notify their immediate supervisor regarding their intent to return at least two (2) weeks prior to the end of the approved leave period.
3. Generally, an employee who takes FMLA/MPLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. Additionally, the employee will be subject to any pay or benefit reductions or other adverse actions, including a layoff that he or she would have experienced if not on leave.

RELATED POLICIES: Leave of Absence
 Workers Compensation

Personal Medical Leave

I. Policy:

UMass Memorial provides leave to employees consistent with the parameters and standards under which employees who are not eligible for leave under the Family and Medical Leave Act (FMLA) may be granted Personal Medical Leave as more fully described below.

A. Eligibility:

To be eligible for a Personal Medical Leave under this policy, an employee must:

- a. Have a hire or rehire date of on or after 1/1/2017
- b. Have completed six (6) months of service and
- c. Worked at least 520 hours during the previous six (6) months.
- d. Not have met the eligibility requirements for leave under the FMLA.

(Note: Employees who have qualified for FMLA and have exhausted their FMLA leave are not eligible for Personal Medical Leave under this Policy.)

B. Reason for Requesting Personal Medical Leave:

The employee's own serious health condition that prevents the employee from performing the essential functions of his/her position (this includes employees out on workers' compensation – Personal Medical Leave will run concurrently with workers' compensation).

C. Duration of Personal Medical Leave:

1. Eligible employees may be granted up to 12 weeks of unpaid Personal Medical Leave in a rolling 12-month period. (Personal Medical Leave time will be pro-rated for part-time employees).
2. The leave may be granted on a Continuous, Intermittent or Reduced Schedule basis based on the nature of the leave. An intermittent leave cannot exceed a total of 12 work weeks during the 12 month period.

3. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt UMass Memorial's operation.
4. UMass Memorial, at its discretion, may require the employee to transfer temporarily to an alternative equivalent position that better accommodates intermittent periods of leave.
5. If, during the Personal Medical Leave period, the employee becomes eligible for FMLA leave, the Personal Medical Leave will terminate and any remaining leave time will be designated as FMLA leave.

II. Definitions:

Continuous Leave: A leave taken over a defined, single time period.

Intermittent Leave: A leave taken in separate blocks of time.

Reduced Leave Schedule: A leave schedule that temporarily reduces an employee's usual number of working hours per workweek, or hours per workday.

TPA (Third Party Administrator): A company that has been contracted to administer leaves of absence on behalf of UMass Memorial.

III. General Procedure

A. Process:

1. Employees requesting leave must:
 - a. Complete a Leave of Absence Request form and submit it to their supervisor. The form is available on MyHR.
 - b. Contact UMass Memorial's TPA to obtain leave paperwork.
2. In requesting a Personal Medical Leave, where the leave is foreseeable, employees are expected to give at least 30 days notice to his/her supervisor.
 - a. An employee illness that extends beyond three (3) consecutive days requires a Personal Medical Leave even if the employee has accrued earned time to cover the absence.
 - b. When the need for Personal Medical Leave is not foreseeable, the employee must follow UMass Memorial's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.
3. UMass Memorial's TPA will review the request and mail the employee the applicable notices and medical certification forms for completion.
4. It is the employee's responsibility to ensure that the complete and sufficient certification form is provided. Personal Medical Leave requests may be denied if Certification forms are not returned within the timelines outlined. UMass Memorial or their designee may seek further review and/or speak with the treating health care professional for purposes of verifying information provided on the medical certification.
5. During a Personal Medical Leave an employee may be required to provide periodic updates regarding his/her status and intent to return to work. For intermittent leave, recertification may be required as appropriate.
6. While on Personal Medical Leave, employees may not engage in outside employment during the hours they otherwise would have been working at UMass Memorial.
7. An employee cannot waive or "trade-off" the right to take a Personal Medical Leave against some other benefit offered by UMass Memorial.

B. Pay During Leave:

1. Personal Medical Leave is an unpaid job protected absence.
2. An employee who is granted Personal Medical Leave may use all available paid time off, consistent with this contract's Paid Time Off Policy regarding earned, sick, vacation, personal, and holiday time. During continuous leave, employees may elect to take the leave unpaid. Once the employee goes into unpaid status, s/he will remain on unpaid status through the completion of the leave. During intermittent leaves, employees are required to use earned/sick/vacation/personal/holiday time, if they have time available. Intermittent leave can be taken without pay if the SHARE member does not have time available in their bank(s). If a SHARE member is scheduled for a vacation that has been approved, it will not be cancelled in the event that the employee has exhausted their available paid time off as a result of their intermittent leave usage following the approval of the vacation.
3. Employees may not use earned/vacation/sick time to postpone the start of the leave or to prolong approved leave time.

C. Benefits During a Personal Medical Leave:

1. While an employee is on an approved Personal Medical Leave, UMass Memorial will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to be actively at work.
2. If the leave is paid, UMass Memorial will continue to take payroll deductions to collect the employee's share of premium(s).
3. If the leave is unpaid, the employee will be responsible for submitting payment for the employee's share of premiums to Human Resources/Benefits.
 - a. Payments for health insurance that are more than 30 days late may result in cancellation of coverage for the duration of the leave. UMass Memorial will provide 15 days' notification prior to the employee's loss of coverage.
 - b. If coverage is cancelled during the leave period, and employees wish to re-enroll upon their return to active status, they must contact the Benefits Contact Center within 30 days of their return.
4. Employees who exhaust their 12 weeks of Personal Medical Leave and who are authorized to remain out of work unpaid will be responsible for 100% of their medical and dental premiums.
5. If the employee chooses not to return to work following their approved leave, they will be required to reimburse UMass Memorial for any outstanding benefit premiums due.

D. Return to Work:

1. Employees returning from a Personal Medical Leave are required to:
 - a. present a fitness-for-duty certification from their treating provider, and
 - b. schedule an appointment with Employee Health Services at least one (1) week prior to their planned return to work date in order to be restored to active duty in a timely manner.
2. Employees must notify their immediate supervisor regarding their intent to return at least two (2) weeks prior to the end of the approved leave period.
3. Generally, an employee who takes a Personal Medical Leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. Additionally, the employee will be subject to any pay or benefit reductions or other adverse actions, including a layoff that he or she would have experienced if not on leave.

Holiday Policy

The goal of SHARE and UMass Memorial is to give as many people the day off for the holiday without loss of pay as possible while meeting the operational needs of departments, and to fairly compensate SHARE members who have to work the holiday since the hospital is a 24/7 operation.

The SHARE holidays are: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

1. Definitions

"Holiday benefit time" is the hours that a SHARE member receives when they are off on a holiday.

"Holiday bank time" is the hours that a SHARE member receives when they work on a holiday.

Hours of the Holiday: For payroll purposes, a holiday officially begins at 11pm the night before and ends at 11pm the evening of the holiday for most SHARE employees. There are two exceptions: (1) For SHARE employees who work 12-hour shifts from 7pm-7am, the holiday begins at 7pm the evening before the actual holiday, and ends at 7pm on the evening of the holiday; and (2) for evening shift employees, Christmas and New Year's will be considered to begin at 3pm on the day before the actual holiday.

SHARE and UMass Memorial agree that the above exception applies to SHARE members who actually work 12-hour shifts on that holiday. It shall apply to any SHARE member who works a 12-hour shift from 7pm starting the evening before the actual holiday until 7am the morning of that holiday, and to any SHARE member who works a 12-hour shift from 7am on the morning of the actual holiday until 7pm the evening of that holiday. (We shall also apply the exception to any SHARE member who works a 12-hour shift or a 12.5 hour shift beginning anytime between 6:30pm-7:15pm the evening before the actual holiday and 6:30am-7:15am on the morning of the actual holiday.)

2. Holiday Benefit when you are Off for the Holiday

Shift Differentials:

When a SHARE member is not required to work on a holiday, or if the holiday falls on a day when the employee would not regularly be scheduled, the employee will be paid at his or her regular rate of pay, including any shift differential that the person would receive if they had worked their normal hours that day. This will require manual override of the Kronos system by the manager, if the SHARE member normally works a shift that qualifies for differential for only part of the shift.

Holiday Benefit for Non-Worked Holiday:

SHARE members receive a holiday benefit of 1/5 their scheduled weekly hours. (Part-time employees, and employees working shifts other than 8 hours, see #7 below.)

Working Fewer Hours If You Have the Holiday Off:

For 40-hour/week employees, and part-time employees who request to be included: If a SHARE member is scheduled to be off for the holiday, our goal is that they should be scheduled to work one fewer shift that week than their normal weekly hours. Holiday benefit time will count toward the 40-hour overtime calculation if it is taken as pay in the week it is earned (or it can be banked as holiday bank time, at a straight time rate.) If the operational needs of the department require that some

SHARE members work an extra shift that week, the department will use a fair system for determining who gets to work one fewer shift, with input from the SHARE staff.

3. When SHARE Members Work a Holiday

Holiday Differential:

SHARE members who work any of the four minor holidays shall receive the holiday differential of \$0.85 for each hour worked on the holiday. The minor holidays are Martin Luther King Day, Presidents Day, Columbus Day and Veterans Day.

Major Holidays:

SHARE members who work on any of the major holidays shall be paid their regular hourly rate at time and a half plus the appropriate shift or weekend differential. The major holidays are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Hour-For-Hour Holiday Bank Time for Holiday Worked:

When a SHARE member works a holiday, holiday bank hours are placed in their holiday or earned bank for later use. The number of hours you earn will be the greater of: the number of hours that you work on the holiday, or 1/5 your scheduled weekly hours.

Earned Time and Traditional Time Use Different Banks:

Under the Earned Time system, holiday bank hours are placed in the earned bank. Under the Traditional Time system, holiday bank hours are placed in the holiday bank.

Holiday Bank Hours:

SHARE members who are required to work on a holiday are entitled to choose one of three compensations:

- 1) Holiday bank hours can go into their bank for future use.
- 2) Holiday bank hours can be paid out in the week of the holiday. These hours are paid at straight time and do not count toward the 40 hours needed to qualify for the over-time rate.
- 3) SHARE members can request a different day off that week when they work the holiday. Every effort will be made to grant such requests. (If this is already departmental practice, this policy does not constitute permission to begin denying such requests.)

SHARE employees on Traditional Time will be paid for all hours accrued over forty (40) hours in their holiday comp bank after each quarter of the fiscal year.

4. Working a Partial Day on a Holiday

A SHARE member who works a partial day on a holiday will be paid for the hours worked that week, and their holiday benefit hours will be put in their bank (1/5 of their budgeted weekly hours, or the number of hours worked on the holiday, whichever is greater.) If the employee wants to be paid for a full day, they will have to request to have some of the banked time paid in their paycheck.

Example: Susan normally works five 8-hour shifts per week. She works 3 hours on a Monday holiday, and 32 hours the rest of the week. She will be paid for 35 hours worked and get 8 hours in her bank. If she wants to be paid 40 hours for the week, she can request to be paid 5 hours of her earned time or vacation time or holiday bank time. Then she will get paid for 40 hours, and have her bank increased by 3 hours.

5. Holidays and Over-time Calculation

Holiday benefit time paid out for a holiday not worked counts toward the 40 hours required to earn the over-time rate. Time worked on a holiday counts toward the 40 hours required to earn the over-time rate. Holiday bank time for a holiday worked, whether cashed out or banked, does not count toward the 40 hours required for the over-time rate.

If you were supposed to have the holiday off but you agree to come in, and you take the holiday bank time as cash rather than putting it in your bank, those hours count toward the 40-hour overtime calculation.

SHARE members who work overtime on one of the major holidays will receive time and a half for working the major holiday, and an additional half time for working overtime on the holiday.

6. Holidays that Fall on a Weekend

When certain holidays fall on a weekend, UMass Memorial will designate a weekday for their observance for the staff who work regular Monday to Friday schedules. Usually a Saturday holiday is observed on the preceding Friday, and a Sunday holiday is observed on the following Monday.

For major holidays: SHARE members who work Monday through Friday will receive the holiday benefit on the observed holiday, including time-and-a half for the major holiday.

For minor holidays: SHARE members who work Monday through Friday will receive the holiday benefit on the observed holiday, except that the holiday differential will only be paid for hours worked on the actual holiday. Holiday differential will not be paid for working on observed holidays that are different from the actual holiday.

For SHARE staff who work some weekends, the holiday is observed on the actual day of the holiday, even when it's on a weekend. The holiday differential is paid only for working on that day. SHARE members are not entitled to double holiday benefits when working both a Friday and Saturday, or Sunday and Monday.

7. Calling in Sick on a Holiday, or Immediately Before or After

If a SHARE member calls in sick on a holiday that they are scheduled to work, they do not receive the holiday benefit. When a holiday falls within an approved paid time off period, holiday time will be paid. If the employee was scheduled off for the holiday and calls in for the shift scheduled immediately before or immediately after the holiday, the manager may choose to withhold the holiday benefit as a disciplinary measure, if sick time abuse is suspected.

8. SHARE members budgeted for fewer than 40 hours/week, or who work shifts longer or shorter than 8 hours:

If you work the holiday, you get one hour of holiday bank time for every hour you work, or 1/5 of your weekly budgeted hours, whichever is greater.

If you do not work the holiday, your holiday benefit time is pro-rated, whether you would normally have worked on that day or not, and regardless of how many hours you would have worked if you had

worked. Your holiday benefit for each holiday is 1/5 of your budgeted weekly hours, rounded to the nearest 1/4 hour.

Budgeted Weekly Hours	Total Annual Holiday Benefit	Calculation (rounded to nearest 1/4 hr)
40 hours/week	80 hours/year	10 holidays x 8 hours/holiday
36 hours/week	72 hours/year	10 holidays x 7.25 hours/holiday
32 hours/week	64 hours/year	10 holidays x 6.5 hours/holiday
30 hours/week	60 hours/year	10 holidays x 6 hours/holiday
24 hours/week	48 hours/year	10 holidays x 4.75 hours/holiday
20 hours/week	40 hours/year	10 holidays x 4 hours/holiday

If you work your normal hours for the week despite the holiday, the holiday benefit hours are added to your bank, or you can get them paid out. If you work a reduced schedule for the week, the holiday benefit hours are included in your pay but you may need to request some additional time from your vacation/earned time or holiday comp bank to get a full paycheck.

As you can see from the examples below, you get extra on some holidays, and need to make up extra on others, depending on which day the holiday falls on in your schedule. Overall, this policy comes out even over time, with employees getting the same total holiday benefit for the year, depending on their budgeted hours.

Example 1: Susan works 30 hours/week. Her holiday benefit is $(30 * 1/5) = 6$ hours. She normally has Monday off, works 6 hours on Tuesday and 8 hours on Wednesday, Thursday and Friday.

Case 1: Monday (Susan's normal day off) is a holiday. Susan works her week as usual, with Monday off. She gets 6 hours holiday benefit for the holiday (in her bank or in cash), and is paid 30 hours for working 30 hours.

Case 2: Tuesday (Susan's 6-hour day, same amount of time as her holiday benefit) is a holiday. She gets 6 hours holiday benefit for the holiday, and 24 hours for working Weds, Thurs and Fri. She gets 30 hours pay, and the holiday off.

Case 3: Wednesday (an 8-hour day for Susan, longer than her holiday benefit). She gets 6 hours pay for working Tuesday, 6 hours holiday benefit for Wednesday, and 16 hours for working Thurs and Fri. She gets 28 hours pay, and the holiday off. If she wants her usual 30 hours pay, she has to use 2 hours of her banked time.

Example 2: Bob works 40 hours/week but he works 4 10-hour shifts. His holiday benefit is $(40 * 1/5) = 8$ hours.

Case 1: Bob works the holiday. He gets 40 hours pay, and he banks 10 hours (or gets them paid out at straight time.)

Case 2: Bob has the holiday off, and works a reduced schedule. He gets 38 hours pay (30 hours worked plus 8 hours holiday benefit time. If he wants his usual 40 hours pay, he has to use 2 hours of banked time.

Case 3: Bob has the holiday off, but works a full schedule. He gets 40 hours straight time, and 8 hours at time and a half (because he didn't get a reduced schedule.)

Job Sharing Policy

Purpose:

To permit employees greater flexibility in work scheduling while ensuring all responsibilities are fulfilled.

Policy:

- A. UMass Memorial will consider employee requests to Job Share.
Job Sharing is a voluntary work arrangement in which two individuals are jointly responsible for the carrying out of duties associated with one full-time position.
- B. Employees may request the opportunity to implement a job sharing arrangement by submitting a written proposal to his/her department head. The proposal must include the following:
- An explanation of how the job responsibilities will be shared;
 - A work schedule which includes planned coverage for absences and coverage for peak periods;
 - Plan for communicating with each other to ensure continuity of job responsibilities; and
 - A written commitment stating (1), that the employee understands the arrangement may be terminated by the departure of the other employee involved in the job sharing arrangement, either voluntarily or involuntarily, and (2), that the position may be converted permanently or temporarily to its original full-time status, requiring the remaining employee to immediately assume full-time responsibilities.
- C. The department head shall make the final decision to accept or reject a job-sharing proposal. The department head then must provide Human Resources with a copy of the accepted proposal and Human Resources shall advise the department head regarding any and all procedures necessary to implement the proposal.
- D. When one employee leaves the job-sharing position, the entire position may, at the discretion of the department head, be converted to its original full-time status and the remaining employee will assume the position's full-time responsibilities. If the department head decides to continue with the job-sharing arrangement, the second position may be filled through the regular employment process.

Jury Duty and Leaves to Appear in Court

DEFINITIONS:

- **Jury Duty:** Service on a jury as required by M.G.L. c. 234 and by applicable other state law, or federal law.
- **Court Leave of Absence:** Absence from work because of an authorized leave to appear as a witness.

POLICY STATEMENT:

A. Jury Duty

1. Employees will not be scheduled to work during their period of jury duty commencing with the midnight preceding their first day of service.

2. SHARE employees will be compensated by UMass Memorial for the difference between their normal daily earnings, including appropriate differentials, and any stipend provided by the court.
3. Time paid for or subsidized by UMass Memorial for jury duty will be considered worked time for purposes of overtime eligibility, seniority and benefit accruals.

B. Witness Court Leave of Absence

1. An employee summoned as a witness in court on behalf of UMass Memorial, the Commonwealth, or any town, city, state or the Federal government will be entitled to receive his or her regular salary for such court appearance if the employee was scheduled to work on the required day of court appearance. Verification of appearance may be required.
2. A court leave of absence with pay will not be granted in other circumstances, such as when the appearance as a witness is related to matters arising from other employment or personal litigation.

PROCEDURE:

A. Employee Responsibilities

1. Employees receiving a notice to serve on court duty must notify their supervisor on the next scheduled work shift following the receipt of the notice to allow sufficient time to arrange for alternate coverage.
2. Employees will provide their supervisors with verification of their jury or witness service.

B. Supervisory Responsibilities

1. Supervisor will submit the court verification to payroll.

Paid Time Off – Earned Time, Vacation, Sick Time, Personal Time

There are two different time-off systems for SHARE members at UMass Memorial. Some SHARE unit members have the Earned Time system (one bank) and some have the Traditional Time system (separate banks for vacation, sick and holiday comp time). All new employees hired after 1/1/04 have Earned Time. (Any employee who has Traditional Time can switch to Earned Time if they would like to, but cannot switch back.)

A. ACCRUAL OF EARNED/VACATION AND SICK TIME

The charts below show the amount of time off you accrue if you work 40 hour/week, in days per year and in hours per week, and also the cap on the number of hours you can earn. If you do not work a 40-hour week, you can use the right-hand column of any table (accrual per hour paid) to calculate what your weekly accrual rate is. Multiply the “accrual per hour” rate by the number of hours you were paid for (up to 40 hours/week) to get your accrual for the week.

Earned Time

With Earned Time, all the time you accrue is stored in one bank. You use that time for sick and vacation. The amount you accrue depends on your seniority – use either Chart 1A or Chart 1B.

Chart 1A

Earned Time (ET2) – Seniority date <u>on or after</u> 1/1/2013				
	For 40 hours/week			Earned Time accrual per hour paid (up to 40/week)
	Annual accrual rate	Weekly accrual rate	Earned Time caps	
Up to 4 th anniversary	23 days	3.5385 hours	432 hours	0.08846 hours
5 th year – 14 th anniv	28 days	4.3077 hours	512 hours	0.10769 hours
15 th year – 17 th anniv	29 days (includes 1 longevity day)	4.3077 hours + 8 hours on anniversary	512 hours	0.10769 hours
18 th year – 19 th anniv	30 days (includes 2 longevity days)	4.3077 hours + 16 hours on anniversary	512 hours	0.10769 hours
20 th year, and beyond	36 days (includes 3 longevity days)	5.0769 hours + 24 hours on anniversary	592 hours	0.12692 hours

Chart 1B

Earned Time (ET2) – Seniority date <u>before</u> 1/1/2013				
	For 40 hours/week			Earned Time accrual per hour paid (up to 40/week)
	Annual accrual rate	Weekly accrual rate	Earned Time caps	
Up to 4 th anniversary	26 days	4.0000 hours	432 hours	0.10000 hours
5 th year – 14 th anniv	31 days	4.7692 hours	512 hours	0.11923 hours
15 th year – 17 th anniv	32 days (includes 1 longevity day)	4.7692 hours + 8 hours on anniversary	512 hours	0.11923 hours
18 th year – 19 th anniv	33 days (includes 2 longevity days)	4.7692 hours + 16 hours on anniversary	512 hours	0.11923 hours
20 th year, and beyond	39 days (includes 3 longevity days)	5.5385 hours + 24 hours on anniversary	592 hours	0.13846 hours

Traditional Time (separate Vacation and Sick)

With Traditional Time, your time accrues into two separate banks: vacation and sick time. The amount of vacation time you accrue depends on your seniority – use either Chart 2A or Chart 2B. The amount of sick time is the same for all employees with Traditional Time – use Chart 2C.

Chart 2A

VACATION				
For employees with Traditional Time (ETS-3) – Seniority date <u>on or after</u> 3/28/1999				
	For 40 hours/week			Vacation accrual per hour paid (up to 40/week)
	Annual accrual rate	Weekly accrual rate	Vacation caps	
Up to 4 th anniversary	10 days	1.5385 hours	160 hours	0.03846 hours
5 th year – 9 th anniv	15 days	2.3077 hours	240 hours	0.05769 hours
10 th year, and beyond	20 days	3.0769 hours	320 hours	0.07692 hours

Chart 2B

VACATION				
For employees with Traditional Time (ETS) – Seniority date <u>before</u> 3/28/1999				
	For 40 hours/week			Vacation accrual per hour paid (up to 40/week)
	Annual accrual rate	Weekly accrual rate	Vacation caps	
Up to 4 th anniversary	13 days	2.0000 hours	208 hours	0.05000 hours
5 th year – 9 th anniv	18 days	2.7692 hours	288 hours	0.06923 hours
10 th year – 19 th anniv	23 days	3.5385 hours	368 hours	0.08846 hours
20 th year, and beyond	28 days	4.3077 hours	448 hours	0.10769 hours

Chart 2C

SICK TIME				
For all employees with Traditional Time (ETS-3 or ETS)				
	For 40 hours/week			Sick accrual per hour paid (up to 40/week)
	Annual accrual rate	Weekly accrual rate	Sick time cap	
All employees	15 days	2.3077 hours	520 hours	0.05769 hours

Notes about accruals:

* After you complete 4 full years and enter your 5th year, you begin to accrue at the new higher rate, so that by the end of the 5th year you will have accrued one extra week. The same holds true for accrual

rates that change when completing 9 years and entering your 10th year, and when completing 19 years and entering your 20th year.

** Longevity Days show up in your paycheck all at once just after your anniversary date. Earned Time, Vacation Time and Sick Time are accrued weekly.

*** Some SHARE employees who used to work for the state have sick time in the Sick B bank. The Sick B bank has no cap, but no new time will accrue into this bank.

**Differences between Earned Time and Traditional Time
Chart 3**

Differences between Earned Time and Traditional Time		
	Earned Time	Traditional Time
If you leave UMass Memorial	You will be paid for all accrued earned time. You will not be paid for accrued Sick Time. (Some employees are eligible for 20% payout on some sick time, if you retire from UMass Memorial. See Sick Time Payout at Retirement policy)	You will be paid for all accrued vacation time. You will not be paid for accrued Sick Time. (Some employees are eligible for 20% payout on some sick time, if you retire from UMass Memorial. See Sick Time Payout at Retirement policy.)
Earned/sick time for personal and family illness	<p>0 sick accruals</p> <p>Can use your earned time for personal and family illnesses.</p> <p>Extended Personal Illness:</p> <ul style="list-style-type: none"> • Can use your old banked sick time (if any) after using a budgeted week’s worth of earned time taken consecutively, at a rate of one sick day for each day absent. • After using a budgeted week’s worth of earned time taken consecutively, and using up all sick time, you can use earned time at “2 for 1” (paid for 2 days sick, using 1 earned time day). 	<p>Accrue 15 days/year (pro-rated for part-time)</p> <p>Can use accrued sick time for personal illness and for some family illness (see family sick rules, section C.2. below.)</p>
Dental reimbursement	No dental reimbursement.	Employer pays for broad access plan.

B. USE OF SCHEDULED EARNED/VACATION TIME

Accruals, caps, cashing out

1. SHARE members accrue earned time or sick and vacation time from date of hire.

2. The earned/vacation time entitlement is based on the employee's SHARE seniority and weekly budgeted hours.
3. Earned time or sick and vacation time accruals are credited weekly to the employee's banks. They accrue on the first forty (40) hours during the week that are either worked or paid as time off.
4. Reaching your cap:
 - a) For SHARE members on the Earned Time system: Earned time that is not credited to the employee's earned time bank because the employee's accrual has reached the cap will be credited to the employee's sick leave bank on a one (1) hour for one (1) hour basis.
 - b) For SHARE members on the Traditional Time system: Once the employee's vacation accrual has reached the cap, no more vacation time will be credited. It will not go into the sick bank.
5. When an employee reduces their hours, their earned/vacation time cap will go down. Employees who reduce their hours will be paid out for accrued earned/vacation time in excess of one and one-half times their new annual earned/vacation time entitlement to provide sufficient opportunity to schedule future paid time off without the potential loss of accruals. This payment will be made at the employee's base hourly rate prior to transfer. This pay out for hours will not count as pay out as described in the cash out section below. Lump sum payments will be taxed at a higher rate than normal weekly wages in accordance with IRS rules governing lump sum cash distributions.
6. Employees will be allowed to cash out up to two (2) weeks of earned/vacation time in a calendar year, based on the budgeted weekly hours for their position provided their accrual does not drop below twice their budgeted weekly hours. Request for cash out must be submitted at least two (2) weeks before the expected payment date.
7. Cash out payments in #6 above will be made at the employee's current base hourly rate. Lump sum payments for earned/vacation cash outs will be taxed at a higher rate than normal weekly wages in accordance with IRS rules governing lump sum cash distributions.
8. Upon termination, employees will normally be paid in a lump sum for all earned/vacation time accruals. Lump sum payments will be taxed at a higher rate than normal weekly wages in accordance with IRS rules governing lump sum cash distributions. Employees who receive salary continuation as part of a severance agreement do not accrue earned time or sick and vacation time during the severance period. Accruals may be paid out on a weekly basis at the end of salary continuation.
9. Pay will not be granted in lieu of earned/vacation time off except as noted in #5, #6, #7, and #8 above, or for payment of holiday in the holiday week.

Scheduling Vacations:

1. Scheduling vacations should be done in a thoughtful and fair way, so that as many employees as possible can have their preferred vacation time. The system for achieving this goal should be determined at the department level through a collaborative process between local managers and local union members. When a SHARE member requests time off, they will get an answer promptly. It is agreed that the operating needs of the department must be met at all times.
2. In 2017, a subcommittee made up of HR Business Partners and SHARE leaders will work to help capture existing local practices regarding vacation schedules. The subcommittee will work to ensure that the documented practices are posted physically on-unit, and electronically, if appropriate. The subcommittee will support departments needing to create or develop these guidelines.
3. Employees are normally limited to taking no more than two (2) consecutive weeks of earned/vacation at one time. Longer vacations may be scheduled in special circumstances, such as international visits, when departmental needs allow, with the approval of management.

4. Earned time accruals may be scheduled and paid in 15-minute increments. The earned time accrual is debited one (1) hour for each hour paid.
5. Earned time must be accrued before it is paid. Negative balances in the earned time bank are not permitted. Vacations and other scheduled absences may be scheduled before the time is earned if it is reasonable to assume that the employee will accrue enough time before the vacation.
6. Upon request, employees may receive payment for earned/vacation time in increments of full weeks in the pay period immediately preceding the commencement of the time off. Pre-paid time off requests must be approved and forwarded to the Payroll Department at least two (2) weeks prior to the start of the time off.
7. Employees who regularly receive shift differential will be paid their base rate plus the applicable shift differentials when they are on vacation as described in the SHARE Shift Differentials Policy.
8. **Holiday Time:** When a fixed holiday falls within a scheduled paid time-off period, holiday time will be paid. (See Holiday Policy for more details.)

C. USE OF EARNED TIME/ SICK TIME FOR ILLNESS

UMass Memorial provides paid time off for SHARE employees to protect them from loss of salary during periods of illness.

1. **Earned Time and Extended Sick Time:** Under the Earned Time system, SHARE members shall use time from their earned time bank for illnesses. However, the case of extended illnesses is different.
 - a) **Eligibility:** For employees with Earned Time, when the length of an employee's absence for personal illness exceeds his/her budgeted weekly hours, the employee becomes eligible for extended sick time. This conversion benefit is available for the employee's illness only and applies only to hours of absence which exceed the employee's budgeted weekly hours. All other absences including those to care for a sick family member, a newborn or newly placed (adopted or foster) child will be charged at the rate of one (1) hour for earned time for every one (1) hour of pay received.
 - b) **Use of Extended Sick Time:** Once an employee becomes eligible for extended sick time, any available sick hours will be accessed on a one (1) hour sick pay for every one (1) hour of pay received. When sick hours are depleted, earned time will be accessed at ½ hour of earned time for every hour of pay received (2 for 1). If earned time is depleted and the employee has a grandfathered personal time bank the personal time will be accessed at ½ hour of personal time for every hour of pay received (2 for 1). Employees who do not have any earned time or who deplete their earned time bank during the first week of such an absence may access their sick time and their personal time at the point the earned time is depleted.
2. **Sick Time under Traditional Time:** Under the Traditional Time system, SHARE members earn sick time in their sick bank each week. They may also have time in their Sick B bank, left over from before the merger. Time in both sick banks is available for use in any illness situation as outlined below. Time will normally be deducted from the Sick bank before the Sick B bank. Under Traditional Time, sick leave may be used under circumstances such as:
 - a) When an employee is unable to perform his/her duties due to sickness, injury, pregnancy, or for maternity leave upon arrival of a newborn baby or newly placed adopted or foster child;
 - b) When, through exposure to contagious disease, the presence of the employee at the Medical Center would jeopardize the health of others;
 - c) Family Sick Leave will be granted in the case of illness of spouse, child, parent of either employee or spouse, or of a person living in the immediate household, or for paternity leave upon arrival of a newborn baby or newly placed adopted or foster child. Such family sick leave

will be deducted from the employee's sick leave balances and may not exceed the equivalent of ten (10) working days within a calendar year, (15 days with administrative approval);

- d) When an employee seeks medical care at a physician's office for themselves or a family member covered above.

Sick time may not be used to supplement vacation time or for personal needs.

3. In order to be paid during periods of illness, employees must notify their department head/supervisor in accordance with departmental policy.
4. If an illness continues for more than one (1) scheduled workshift, employees must keep their department head/supervisor advised of their condition and expected date of return.
5. All employees absent for five (5) or more consecutive workshifts due to illness must receive a return-to-work authorization from Employee Health Services.
6. UMass Memorial reserves the right to require medical certification by a physician and/or Employee Health Services for any illness. In each such instance the employee should normally be informed of this requirement in advance.
7. Work-related Injuries or Illness: See Worker Compensation Policy.
8. Accrued sick time will not be paid out at termination, with the possible exception of termination at the time of retirement. For information on which sick time is eligible for partial payout at retirement, see Sick Time Payout at Retirement Policy.
9. Breaks in Service: A person who leaves UMass Memorial (or UMass or Memorial prior to the merger) and returns to UMass Memorial (or UMass or Memorial prior to the merger) within three (3) years shall be credited with all unused sick leave credits held at the termination of his/her employment.

D. PERSONAL TIME BANK

Some SHARE employees have personal time in their Personal time bank that was earned years ago at Memorial. This personal time may be used for scheduled vacations, it may be cashed out, or it may be converted to sick time for use during an extended illness (see above). Cashing out personal time will not count toward the limit of two weeks per year for cash out of earned/vacation time.

E. PERSONAL EMERGENCY TIME

SHARE members may use up to 2 days (for full time members, pro-rated for part time members) from their earned/vacation bank for personal emergency without prior notice in a calendar year. The members must notify their supervisors with as much notice as possible. These absences do not count toward a member's absenteeism rate. Designating an absence as a personal emergency day must be approved by the supervisor, and approval will not be unreasonably denied. SHARE members should recognize the difficulty that unscheduled absences create for their department and co-workers, and so use good judgment about using personal emergency days.

Schedule Changes

Managers will make reasonable efforts to inform affected SHARE members of a need to change regular work schedules at least 30 days ahead of time. The parties agree that efforts will be made to give 60 days notice. The schedule change will be discussed with the affected employee(s). All parties will work toward a solution that fills the department's needs and the employee's needs. In situations where a scheduling change needs to happen in less than 30 days, the manager will make a scheduling

change as soon as necessary but such a change will be viewed as tentative until the discussion and 30-day period are fulfilled.

Schedules - Flexible Scheduling

Flexibility is to the mutual benefit of employees and the employer. It helps to address operational work flow needs, and family needs. We agree to explore and evaluate options related to flexible scheduling.

Small Necessities Leave Act (SNLA) Policy

PURPOSE:

To define eligibility and procedure for a small necessities leave of absence.

DEFINITIONS:

SON OR DAUGHTER: biological, adopted, or foster child, a stepchild, a legal ward of an employee, or a child of an employee standing in loco parentis, who is under the age of eighteen (18), over the age of eighteen who is incapable of self-care because of a mental or physical disability.

ELDERLY RELATIVE: an individual of at least sixty (60) years of age who is related by blood or marriage to the employee.

RESPONSIBILITY:

The individual managers/supervisors together with the Human Resources Department are responsible for monitoring compliance with the policy.

POLICY STATEMENT:

UMass Memorial is strongly committed to establishing policies and guidelines to support the Small Necessities Leave of Absence.

PROCEDURE:

- A. UMass Memorial provides twenty-four (24) hours of “small necessities” leave during any 12 month period to eligible employees for the purpose of:
 - (a) participating in school activities directly related to educational advancement of a son or daughter of the employee, such as Parent-Teacher conference or in interviewing for a new school;
 - (b) accompanying a son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations; and
 - (c) accompanying an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder’s care, such as interviewing at nursing or group homes.
- B. Employees are eligible for small necessities leave if they have completed six (6) months of employment and have worked at least 520 hours prior to the commencement of leave and have not taken twenty-four (24) hours of small necessities leave in the twelve (12) months prior to the commencement of leave.

- C. The 24-hour leave may be taken intermittently or on a reduced leave schedule. Earned, vacation, personal or sick time may be used (as appropriate) to take the leave as paid time, or the leave may be taken as unpaid time. Sick Time use must be consistent with the Paid Time Off Policy.
- D. Eligible employees should make requests for small necessities leave to their supervisors at least seven (7) days in advance for foreseeable events and as soon as practicable for unforeseeable events. All scheduling for this leave will be done through the normal procedure used by the Department. To process a request for leave, employees must complete the Request for Leave of Absence form and forward it to their supervisor.
- E. Upon request of their supervisor, employees must provide written “certification” supporting their request. Such certifications shall be in the form provided by UMass Memorial.
- F. The administration of this policy shall be in accordance with the Family and Medical Leave Act.

Tardiness

SHARE and UMass Memorial agree that employees should arrive to work on time, since late arrivals may create a problem for the department and for co-workers. Employees are expected to arrive to work and be on their unit at the start of the shift. Employees are expected to punch in on their unit or at their designated time clock for their department.

A pattern of tardiness may be addressed through the disciplinary process, combined with the problem solving process.

Each SHARE employee’s situation is different, so the approach to managing tardiness should be individualized. The primary goal of a disciplinary/problem solving process should be to figure out how to fix the situation. Solutions in the past have included changing a SHARE member’s schedule to better balance home and work responsibilities, agreeing on standards that meet departmental and the employee’s needs, and the SHARE member rearranging their home or commuting schedule to get to work on time.

Solving Problems at Work

Problem Solving

Problems will arise in any workplace. We want to solve them productively, minimizing antagonism and strengthening a healthy union-management relationship.

Guiding Principles

- Mistakes can be opportunities to improve a work process. We will look for such opportunities to move our focus from individual performance to a system view.
- Workplace problems are best solved locally and informally.
- Consensus-building is often the most effective approach to problem solving.
- Open, kind, and respectful communication is essential to consensus-building.
- The individual employee and supervisor involved in the problem should be involved in the process of solving it.
- Teams trained in problem solving and conflict resolution can help solve problems.
- Every problem is different and may require a unique solution.
- Confidentiality should be respected by all participants.
- The process should be flexible. Members of the problem solving team can modify the process by mutual agreement, including time frames.
- It is the intent of both SHARE and UMass Memorial to move the process quickly, once a problem is discovered. We expect that steps 1 – 3 will normally transpire with a 6 – 8 week time frame.

SHARE and UMass Memorial will appoint an equal number of representatives to a Problem Solving Oversight Team (PSOT). We will consult with each other about who to appoint. The PSOT will be responsible for the whole problem solving process, including training and process-improvement, as well for as hearing cases at Step 3.

Step 1:

When a problem develops, as defined by either the employee or the supervisor, every effort should be made to solve it directly and informally through discussion and information-sharing. Representatives from SHARE and HR are available to support the employee and supervisor in this process, and to help facilitate the discussion and find a solution. This step may take more than one conversation, and may involve other people (the manager, EAP, etc.). If the problem is not resolved at Step 1, it may be sent to Step 2. To proceed to Step 2, the problem should be identified and communicated in writing to the appropriate Business Partner and managerial person involved in Step 1. The communication must identify the problem as being moved to Step 2.

Step 2:

A union-management pair of trained problem-solvers will work together as a team to find a solution that is acceptable to both the employee and the employer. A higher level managerial employee in the chain of management will also be involved. The problem solving pair may need to come up with more

than one solution in order to find one that works for both parties. If the problem is not resolved at Step 2, it may be sent to Step 3.

Step 3:

A union-management pair from the PSOT will work together as a team to find a solution that is acceptable to both the employee and the employer. They will generally begin with a briefing by the Step 2 union-management pair. In urgent cases, such as an imminent termination, we sometimes go straight to the 3rd step.

Step 4:

The Union shall have 90 days from the decision at Step 3 to file for mediation/arbitration. The union shall provide the Director of Labor Relations with a status update within 60 days of the decision at Step 3, if a case is being considered for mediation/arbitration. If a problem cannot be resolved through the joint processes described above, the employee may ask the SHARE Executive Board to take the issue to Step 4. The SHARE Executive Board will decide whether to send the case to mediation to final conclusion or arbitration, or not to proceed. If proceeding, UMass Memorial and SHARE will jointly choose a mediator or arbitrator, and a date for the case. In the case of mediation to final conclusion, if the mediator cannot get the parties to a mutually acceptable agreement, (s)he will issue a final and binding written decision which accepts either party's position or some point in between. Expenses of mediation or arbitration shall be borne equally by the parties.

Joint Review of problem solving process

SHARE and UMass Memorial agree to jointly review our problem solving process. We will discuss in depth our interests in how problem solving works, focus on areas we want to improve, and explore options for evolving the problem solving process. We will explore bringing an outside expert in dispute resolution to guide us. We commit to a 2-day deep dive process in 2017.

Disciplinary Process

UMass Memorial and SHARE are committed to creating a constructive work environment. Open communication, based on mutual trust and respect among staff at all levels, is the cornerstone to constructive working relationships. We are committed to treating each other and our patients with kindness, respect and dignity. These values guide our approach to progressive discipline.

It is UMass Memorial's expectation that employees at all levels will conduct themselves in a manner consistent with the highest standards of professionalism. When an employee's performance is not meeting these expectations, every effort will be made to work with the employee toward satisfactory improvement.

It is our goal to resolve performance issues at the most informal level possible. Employee and supervisor conversations are the most effective method to set up mutual effort to address performance or conduct issues.

Union representation and the problem solving process are available to an employee at any point in the disciplinary process.

Coaching: Coaching can be any conversation between a supervisor and employee about the work, and may include discussions about problems that the employee needs to address, or needs that the employee has for being able to do their job better. Coaching is encouraged – frequent and good communication helps people get the work done better. Coaching is distinct from counseling which is a step in the formal disciplinary process. Moving into the disciplinary process is appropriate when informal coaching fails to solve the problem.

Steps of the Discipline Process:

1. Counseling
2. Documented verbal warning
3. Written warning
4. Final written warning and/or suspension
5. Termination

Procedure:

When a supervisor/manager becomes aware of an incident that may require intervention, he/she should collect all the pertinent facts and review all documentation relating to the incident. This step may necessitate consultation with the Human Resources Generalist. It is important to address the issue in timely manner. The supervisor should meet with the employee prior to determining the appropriate course of action.

The employee must be aware prior to the meeting that the result may lead to discipline and that they can request the assistance of a Union representative. SHARE and Human Resources must be contacted for any situation that may result in a final written warning, a suspension, or termination. For any meeting, if the employee does not want a Union representative, the SHARE member should sign a statement indicating that.

Meetings with the SHARE employee at any disciplinary step should include the following:

- The supervisor should clarify his/her expectations of what constitutes appropriate behavior or performance, and explain why they think that the employee may not be meeting those expectations.
- The employee should have the opportunity to respond by explaining their view on the issues, or their side of a story, and/or what would help them to do a better job.
- The supervisor should explain how the employee could meet the expectations, and set a timeframe for improvement with the employee.
- Taking into account the employee's perspective and coordinating with any problem solving process, the manager may initiate one of the steps of the disciplinary process in accordance with the seriousness of the infraction and the employee's work history.
- The meeting and the result should be documented, and both the supervisor and employee should get a copy. (The supervisor will ask the employee to sign to show that they received a copy. If the employee does not want to sign, the supervisor may ask someone else, such as the SHARE union representative or the HRG, to witness that the employee was given a copy of the letter. If no other witness is available, the supervisor will document that the employee refused to sign.)

Step 1. Counseling – Counseling will be used as discussion with the employee. The supervisor should document the date and substance of the counseling session. A corrective action plan (if applicable) with time frames should be included in the memorandum to assist the employee in bringing performance back to appropriate standard.

Step 2. Documented Verbal Warning – A documented verbal warning is used when an infraction of a policy, inappropriate conduct or behavior, and/or unsatisfactory job performance has occurred. The manager may consult with the HRG prior to any investigatory meeting with the employee. The supervisor will prepare a written memorandum to the employee stating the infraction or concern for inclusion in the employee's departmental file. A corrective action plan (if applicable) with time frames should be included in the memorandum to assist the employee in bringing performance back to appropriate standard.

Step 3. Written Warning – A written warning is used when an infraction of a policy, inappropriate conduct or behavior, and/or unsatisfactory job performance has occurred. The manager may consult with the HRG prior to any investigatory meeting with the employee. The supervisor will prepare a written memorandum to the employee stating the infraction or concern for inclusion in the employee's departmental and personnel file. A corrective action plan (if applicable) with time frames should be included in the memorandum to assist the employee in bringing performance back to appropriate standard.

Step 4. Final Written Warning and/or Suspension – For any single serious violation or repeated performance, behavior, or conduct problems, that with further repetition are likely to result in termination, a final written warning should be issued to the employee. A corrective action plan (if applicable) should be included in the memorandum to assist the employee in bringing performance, behavior, or conduct back to appropriate standard. Such warning will be placed in the employee's personnel file.

A disciplinary suspension of a maximum of 3 unpaid days may be issued if justified by the seriousness of the performance, misconduct, or behavior. A prior investigatory paid leave may be necessary. The employee shall be issued a final warning that includes notice of the infraction, and remedial or corrective action required. This warning and record of the suspension shall be placed in the employee's personnel file. Under extraordinary circumstances, SHARE and UMass Memorial may agree to a suspension of more than 3 days through the problem solving process.

Step 5. Termination – A termination may be issued if justified by the seriousness of the offense or when previous disciplinary measures have failed to correct an employee's behavior or performance. Prior to the discharge of an employee, the supervisor and HRG should contact the Vice President or designee who is responsible for the worksite to discuss the action to be taken. When SHARE and UMass Memorial do not agree about whether termination is appropriate, they will normally do a joint investigation as the 3rd step of the problem solving process before a final decision is made. (This is a pilot project practice and the parties will evaluate its appropriateness periodically.) If necessary, to permit sufficient time to conduct a thorough investigation and reach a final determination, the employee may be placed on an investigatory paid leave.

Investigatory Paid Leave: An investigatory paid leave removes an employee from the workplace while an investigation and/or problem solving process take place. This makes sense in some situations, such as when serious allegations against an employee involve patient safety, or when a situation with co-workers requires it. An investigatory paid leave is not meant to be punitive, since the investigation

could reveal that the employee is innocent of the charges. The leave should last as long as is necessary to do an appropriate investigation and/or problem solving process. The employee will receive compensation as if they had continued to work their scheduled shifts, including overtime, holidays and differentials.

The employee will receive compensation for scheduled shifts, holidays and differentials while on investigatory paid leave. If the employee was scheduled for an overtime shift but was unable to work the shift due to investigatory leave and the investigation results in discipline, the employee will not be paid for the shift (except by mutual agreement.) If no discipline is imposed, the employee will be paid time and a half as if they had worked the shift. If the outcome is a disciplinary suspension, it will begin after the decision is reached unless there is mutual agreement to change one or more days of the investigatory paid leave to unpaid suspension.

Skipping or Repeating Steps: Every disciplinary situation is different. The disciplinary steps should be designed to match the situation – the point is to help the employee fix the problem. It may be appropriate to skip disciplinary steps because of the seriousness of the offense, or to repeat steps in the process if that is what would best help to solve the problem. Questions of what is appropriate in any one case are best handled through the problem solving process, involving a SHARE Union Representative and HR.

Confidentiality: Disciplinary actions and discussions are confidential. Supervisors and others involved in a SHARE member's case should not discuss the discipline or the investigation with other employees. The SHARE member in the case is encouraged to use discretion in the workplace should they choose to discuss their situation with others.

Transfers: This policy does not prohibit a SHARE employee from applying for, being offered, or accepting a new position at UMass Memorial when there is some record of disciplinary action in their file.

Removing disciplinary action from a file: After a year has passed with no further related problems arising, most disciplinary actions will no longer be active. An employee may request that inactive discipline be removed from his/her file(s) and placed in a separate archive of removed discipline. The archive will not be accessible in the hiring process, but may be kept by the employer for legal or regulatory purposes.

In serious cases, such as those involving regulatory issues or sentinel events, discipline may be designated to remain active for longer than one year. These exceptions will be worked out through the problem solving process.

Layoffs and Work Security

SHARE and UMass Memorial agree that we will do everything possible to avoid layoffs. In health care today, change is the prominent feature of the landscape. By making this agreement about work security, our goal is to find alternatives to layoffs whenever possible, and when a layoff must occur to provide help and support to the employee in finding a comparable position.

"Work Security Candidate" refers to an employee before their layoff, when the elimination of their job is being considered, and after layoff, for a year after the date of the elimination of their job. "Work

Security Candidate" also refers to a SHARE employee who moves with his/her department or service to a non-union site, and then faces a layoff within one year.

We agree to the following basic principles:

- Layoff is the last recourse. Prior to any employee being notified of a layoff, the Union, Management and the HR Business Partner will meet to determine if a layoff can be avoided. Considerations will include (but are not limited to) alternative proposals for cost-saving, seeking volunteers for layoff, and reducing "non-benefited" positions. If layoffs are still necessary after this process, they will discuss how reverse seniority (using adjusted service date of hire, see Seniority section) will be implemented. The default is that seniority will be within a department, not within a shift.
- In order to ensure the highest possible degree of success in placing people, notice of a potential layoff will be as far in advance as possible. The Employer is committed to sharing information early in the process so that the Union can propose alternatives to layoffs during this pre-notice period.
- SHARE and UMass Memorial will work together in a coordinated, planned and thoughtful manner so as to minimize disruption to the organization and the employees.

Notice, severance, recall and support

- Employees will receive notice of an impending layoff at least six (6) calendar weeks before the layoff date.
- Severance pay will be one week for every year of service, up to 8, with a minimum of two weeks. Severance and benefit time will be paid out weekly until exhausted. If a work security candidate, or a volunteer, obtains a job at UMass Memorial during the severance pay period, severance pay will cease upon the start date of work.
- The laid-off person will be considered a work security candidate until a year after the layoff date when s/he is officially terminated. For a year following layoff, a laid-off person retains rights to recall to an open position in their old department for which they are qualified. If such an open position (with comparable pay and shift) is offered and declined, the laid-off person will be removed from the recall list.
- Work security candidates will get help with resume writing, interviewing skills, career assessment, and training. The union-management Training Fund will be available to pay for reasonable training.
- The Employer will give a reasonable amount of time away from work for interviews.

Volunteers for Layoff:

- If an employee who is not on the layoff list volunteers to be laid off, it may be possible for a person on the layoff list to "swap" with the volunteer. The union-management case management team will work in coordination to identify possible swaps, to determine if a swap can be arranged, and to facilitate swaps as quickly as possible.

- We will endeavor to complete swaps within the notice and income security periods. This process will be highly coordinated between SHARE and UMass Memorial to ensure efficiency and communication.
- If a swap is made, the volunteer will be eligible for the full severance package and training fund as though he/she had been on the layoff list, even if the swap takes place after the notice and income security period. The volunteer may apply for other jobs at UMass Memorial as an internal candidate, but will not have the hiring preference or recall rights of a person originally on the layoff list.

Placing Work Security Candidates:

- Our approach to placing work security candidates will be a problem solving approach. In cases of potential job loss, a union-management team will be assigned to provide intensive case management to assist the employee with placement. Ideally we will place work security candidates during the notice or income security period. The Case Management team will meet weekly when there are work security candidates to place, will include representatives from SHARE, HR Business Partners and HR Talent Acquisition, and may include internal and external resources, such as Employee Assistance Program, DET. They will coordinate with the Workforce Planning Partnership Committee.
- In order to use resources most efficiently, the Case Management team will work with the candidate to help the candidate apply for jobs that are most likely to be a good match for the candidate's skills. The Case Management team will provide feedback to the work security candidate when she/he is not selected for a job she/he applied for, in an effort to help the applicant find a job as quickly as possible. HR will help hiring managers to understand the SHARE hiring preference for work security candidates and will work through whether the candidate could be successful in that position. Through regular conversation, the assigned case management team will ensure full information of candidate status is shared and discussed.
- The Union and work security candidates will receive internal postings for open positions.
- Work security candidates will have hiring preference over other internal candidates for SHARE positions. A problem solving approach will be used to balance the placement of work security candidates and internal departmental candidates.
- The work security candidate must be qualified, or require only a reasonable amount of training, and must be interviewed by the hiring manager.
- It is the work security candidate's responsibility to maintain an active job search.
- Expansive work security: We recognize that some work security candidates will need reasonable additional job training in order to be placed. We also recognize that we may need to look for jobs in one of our other UMMHC facilities, such as Clinton and Marlborough hospitals, Health Alliance, community practice sites, etc.
- Temporary work for laid-off employees: Keeping the laid-off employee at work and connected to the community helps them to get placed, and their work can provide value to the institution. The SHARE and UMass Memorial Case Management Team will help laid-off employees find

temporary assignments, filling needs such as where a temp would otherwise be hired, or covering leaves of absence. Until termination, laid-off employees are eligible for temporary work assignments at their current salary and remain in the SHARE bargaining unit.

Laid-off employees can use their severance and benefit time intermittently, between temporary assignments. If an employee is placed in a permanent position before using all of their severance and benefit time, they will not receive the remaining amount.

See also Income Security Period

Outsourcing, Closing, or Selling Parts of UMass Memorial

SHARE and UMass Memorial agree that we will do everything possible to avoid layoffs from outsourcing, closing, contracting out or selling parts of UMass Memorial.

When UMass Memorial considers outsourcing, closing, or selling a part of the hospital that would result in job loss or changes for SHARE members, SHARE will be notified as early in the decision-making process as is reasonable under the circumstances. The employer and the union will meet to determine if it can be avoided. Alternative proposals from SHARE for restructuring the work, or other ways to resolve the problem, will be given serious consideration.

If, after discussion, UMass Memorial concludes that it is still necessary to outsource, close, or sell part of the hospital, SHARE members will become work-security candidates, with access to the full work security program (see “Layoffs and Work Security”).

In the event that a SHARE member’s position is reopened within the UMass Memorial system after contracting out, closing, or sale, the SHARE member will retain the right to recall to an open position in their old department for which they are qualified, with full bridging of service for the time he or she was away up to six years.

SHARE and UMass Memorial will explore providing additional options within the work security program to help place SHARE members when a group is laid off in a job title that is difficult to place within UMass Memorial Medical Center.

Goals and Objectives

"Blending" departments includes departmental or service mergers, transfers and consolidations. SHARE and UMass Memorial agree to a set of guiding principles to govern how transfers, consolidations and mergers of services and departments will take place. Our goal in creating this agreement is to facilitate the blending of departments in such a way as to contribute to high quality patient care, to the financial success of UMass Memorial, and to the well-being of its employees. We agree that this goal is best met through:

- a thoughtful and considered process, doing it right the first time
- treating employees as respected partners, with direct participation of the Union and its members
- combining overall guiding principles with enough flexibility for each departmental group to create a process that's right for their department

Union and Non-union Sites

When blending moves an employee from a non-union site to a union site, that employee will be a member of SHARE's bargaining unit and will be represented by SHARE. When blending moves an employee from a union site to a non-union site, that employee will not be a member of SHARE's bargaining unit nor be represented by SHARE.

When blending moves employees to a neutral site, the employees will be members of the SHARE bargaining unit and will be represented by SHARE if the simple majority come from a union site. If the simple majority of the employees come from a non-union site, the site will be deemed to be not represented by SHARE.

Seniority

An individual who moves from site to site will carry his/her seniority.

Joint Process

We recognize that early and full information-sharing is critical to achieving our goal. The Employer will share information about potential blendings with the Union at the earliest possible time.

The Union and the Employer agree to set up a joint labor-management team to oversee and guide the blending process. We agree that all the participants in the change process should view each other as good faith, collaborative partners and that our interactions should be honest, open and respectful.

Other Policies

Orientation

The Union will be allowed time at New Employee Orientation to meet new employees, make a presentation about the Union, and pass out union membership cards. (To read the Orientation Policy, see SHARE Policies Binder.)

Performance Evaluations

We agree that performance evaluations should be used to foster communication between a supervisor and an employee, for mentoring, growth and learning. In addition, the Union and the Employer agree to work together to lay the groundwork for 360 degree evaluations.

(For more information about the Performance Review Policies, see the SHARE Policies Binder)

Policies and Procedures

Policies will stay the same as they were, on both the institutional and department levels. Unless a policy or procedure has been changed, either in the collective bargaining agreement or by negotiation, the old policy or procedure remains in place. Any changes in policies resulting from this process will be communicated to managers and SHARE employees.

Policies Going Forward

SHARE and UMass Memorial agree that we need to change how we are handling policies. We agree to the following principles:

- Clarity and easy access: It should be clear to SHARE members and managers which policies apply to SHARE members and these policies should be easily available to them.
- Adaptability and timeliness: As laws and conditions change, policies may need to change.
- Joint decision-making: SHARE and UMass Memorial will review and revise policies together. When the union and management cannot come to agreement about a policy, it will be referred to the next round of contract negotiations. In the meantime, the old policy will remain effective.

SHARE and UMass Memorial agree to work toward a mutually agreeable process for revising policies. We will explore these ideas, among others that may arise in our discussions:

- A standing labor-management committee to review and revise policies.
- Involving SHARE before UMass Memorial finalizes non-union policies in an attempt to create policies that are the same for both SHARE and non-union employees where agreeable.
- Creating a separate place for SHARE policies to be kept, where they are easily accessible to SHARE members, outside the contract.

Probation for New Employees

Probation is a time for the manager and the employee to figure out whether there is a good fit between the job needs and the employee. Probation for new hires will last three months from the date of hire. During that time, communication and feedback between the supervisor and the employee should be consistent and intended to help the employee succeed in the job.

If there are problems with a new employee during the probation period, the employee and the supervisor can seek help through the problem solving process (excluding the final step).

Seniority & Bridging of Service Rules

Definitions

Adjusted service date of hire: The most recent date of hire at UMMC, Memorial or UMass Memorial, moved back in time to give credit for prior service at UMass Medical Center, Memorial, or UMass Memorial. When the adjusted service date of hire is used, employees get credit for years of service even if they had a break in service, as long as that break was less than 3 years. They do not get credit for the time that they were away. (For details about the Bridging of Service Rules, see below.)

Example: Betty worked at Memorial for 10 years, 8/1/86 to 8/1/96, left for over two years and came back with a most recent date of 1/1/99. Her adjusted service date of hire would be 1/1/89 – her most recent date of hire plus the 10 years of prior service. (Her adjusted service date of hire would not be her old date of hire, 8/1/86, because that would give her credit for the time that she was away.)

SHARE Seniority: SHARE seniority is based on the adjusted service date of hire.

Types of Seniority

Seniority is calculated differently, depending on what it is being used for.

- 1. Layoffs:** When layoffs are necessary, they are done by reverse SHARE seniority.
- 2. Accruals:** Time-off accruals are based on SHARE seniority.
- 3. Competitive seniority in a department:** Departments have many different policies and practices about things like picking vacations. How Competitive Seniority in a Department works is negotiable on a department level, and should not change without negotiation with SHARE.
- 4. Pension:** Pension and 401(k) service credit is calculated differently from other kinds of seniority. Please see the relevant pension documents, or contact SHARE or Human Resources for details.
- 5. Other:** All other questions of seniority for SHARE members will use SHARE seniority.

What happens if two employees have the same hire date

If two employees have the same adjusted date of hire in a layoff situation or another situation involving SHARE seniority, and one employee has unbroken service, that employee will be judged to be more senior. If that doesn't break the tie, or if two employees have the same competitive seniority on a departmental issue, the employees' personnel files will be consulted to see who was hired first (if the records exist in the files). The person with the earlier date of job offer will be judged more senior. If the job offer is on the same date and time, the earlier interview date and time will be used.

Bridging of Service Rules

All members of SHARE who were sent bridging letters in June 2007 are considered to have had their service reviewed for Bridging of Service purposes, as agreed to in the Seniority article of the 2004-2006 SHARE contract. In future, if a SHARE seniority date is recalculated, any changes to the employee's accrual rate will not be retroactive to October 2005.

The hospital and Share agree that bridged service will be honored as follows:

SHARE members get credit for certain years of service even if they had a break in service as long as that break was less than 3 years. They do not get credit for the time that they were away. (See below for what time does and does not count as years of service in this calculation.) This is also called SHARE Seniority.

What time counts:

1. Employment with the hospital or a predecessor organization in a benefited position. This includes employment in non-SHARE positions.

Predecessor organizations include Hahnemann Hospital, Memorial Hospital (aka WMH), Holden Hospital, and UMass Medical Center. Employees transferred from UMass Medical Center as a result of the merger will be considered to have continuous service.

2. Employment with the hospital or a predecessor organization in a regular part-time position that accrues time off, but is not benefited, as long as there is no break in service afterwards.
3. Employees who are laid off will be considered to have continuous service if rehired during the year following the last date worked.

If the employee is not rehired within that year, then his/her termination date will be the last date worked. (For example: Date Last Worked was 4/9/06, Severance was paid through 6/4/06. The employee was not rehired between 4/9/06 and 4/9/07. In this case, 4/9/06 would be the termination date.)

4. Employment that precedes a break in service, if:
 - the break lasted less than three years;
 - the previous service was eligible under these rules; and
 - the employee returned from the break into a SHARE position, or returned into a non-SHARE position and transferred into SHARE prior to 1/1/2009.

What time does not count:

1. Time not employed by the hospital or a predecessor organization.
2. Employment by the hospital or a predecessor organization in a position that does not accrue paid time off (i.e. per diem and temporary positions.)
3. Employment with the hospital or a predecessor organization in a regular part-time position that accrues time off, but is not benefited, if there was a break in service afterwards.
4. Severance and accrual payouts (such as PTO, Sick, Vacation) paid out for benefits purposes will not count as service.
5. Employment that precedes a break in service, if the break lasted three years or more.
6. Effective 1/1/2009: Employment that precedes a break in service, if the employee returns from the break into a non-SHARE position, even if the employee later transfers into a SHARE position. Note that, for bridging of service purposes, time in a non-benefitted position is treated the same as a break in service.

Weather – Severe Weather

UMass Memorial is an essential community service and as such will continue its operations without regard to weather conditions. However, UMass Memorial and SHARE recognize that severe weather conditions can interfere with the ability of employees to come to work, and agree to the following:

Staffing plans

The CNO, CMO, Hospital President and Vice-Presidents are responsible for developing a fair and equitable staffing plan to ensure continued essential services, and for informing employees of staffing and attendance requirements.

In order for employees to know what their responsibilities are in the case of severe weather, departments are encouraged to develop plans for their areas within the framework of the hospital plan described above. Employees are encouraged to participate in the development of the plan for their department. Department severe weather plans could include: what staffing level is required in the case of severe weather (such as full staffing, skeletal staffing, or no staffing necessary); how employees will find out if they are required to be at work that day, who to call and how to reach them; and whether there is a difference in their department between the plan for severe weather and the plan for a declared state of emergency. Department managers should review the severe weather plan for their department with all employees annually before winter weather begins.

All employees are expected to report to work, unless the severe weather plan in their department allows them to stay home.

Staying at work

Employees who are working during severe weather conditions are expected to work through the end of their assigned work shift unless they are excused earlier. In extreme situations, employees may be required to work beyond the end of their normal scheduled work shift if the manager determines it necessary to meet patient care and operational needs. SHARE overtime rules will apply.

Department closing, early dismissal

If a department is closed for all or part of the day due to severe weather, employees may go home (see pay for missed hours) or choose to report to/remain at work. The hospital may assign people who stay at work to perform different functions than their normal job. For a work assignment in an area other than your own, page the nursing supervisor/bed management: for the University campus, pager #2044; for the Memorial campus (on evenings, nights, weekends and holidays) pager #3318.

Grace period for late arrivals

The office of the CEO or his/her designee may establish a paid grace period for arriving late to work. The length of the grace period will be based on the severity of the weather conditions.

Pay for missed hours

Other than late arrivals covered by an established grace period, employees who miss all or part of their work shift may use earned, vacation or personal time, or choose to go unpaid for the hours they missed. When appropriate, an employee may make up the time that week, by mutual consent between the employee and the supervisor. Made up hours will be paid at straight time unless weekly hours total more than 40.

Excused and unexcused absences

If an employee does not work because the department is closed, or because they are not required to come to work, it will be considered an excused absence. Late arrivals covered by an established grace period will be considered an excused absence. Other absences from work on a severe weather day will be considered unexcused.

Transportation

When severe weather makes travel unsafe, or in a state of emergency, transportation assistance may be available. Requests for assistance should be directed to the nursing supervisor/bed management: for the University campus, pager #2044; for the Memorial campus (on evenings, nights, weekends and holidays) pager #3318. When necessary, communication with external bodies such as the National Guard and ambulance carriers will be coordinated through these offices.

Policies Located in the SHARE Policies Binder

Americans with Disabilities Act (ADA) Policy
Breach of Confidential Information
Confidentiality Policy
Continuing Education - Time Off for Licensure, Registration, and Certification Exams
Drug & Alcohol Free Workplace Policy
e-mail Policy & Addendum
Employee Assistance Program
Employee Health
Equal Opportunity & Affirmative Action
Hostility and Violence in the Workplace
Human Resource Records Policy
Internet Use & Standards Policy
Leaves of Absence (Extended Medical, Educational, Personal)
Licensure, Registration, Certification Compliance Policy
Orientation Policy
Patient Care - Staff Requests Regarding Patient Care
Pay Period, Workweek, Workday and Pay Practices
Paycheck Corrections
Performance Evaluations Policy
Resignation Policy
Sexual Harassment Complaint Policy
Social Networking
Workers Compensation

NOTE: This listing may not be all inclusive. See the SHARE Policies Binder.

Miscellaneous

Dues/Agency Fee Check-off -- Union Security

The Union shall have the exclusive right to the check-off and transmittal of union dues on behalf of each employee.

Each employee in the SHARE bargaining unit shall for the term of this Agreement, and as a condition of continued employment, either (a) voluntarily become and remain a member in good standing, and pay union dues, or (b) pay agency fees to the Union. This choice of status must begin no later than the 30th day following the commencement of his/her employment.

The Union will inform the Employer of the amount of union dues or agency fees to be deducted. Any such dues/agency fees will be determined by the Union in accordance with applicable law. The Union will not change its dues/agency fee requirements during the life of this Agreement except in accordance with the Union constitution.

The Employer will deduct dues or agency fees from the pay of employees who request such deduction in a form acceptable to the Employer, signed by the employee. The Employer will transmit such funds to the Union, together with a list of employees whose dues or agency fees are transmitted and the amounts paid in respect of each. An employee may withdraw his/her dues or agency fee deduction authorization by giving at least sixty days notice in writing to the Human Resources Department and the Union. The employee would then be responsible for paying dues or an agency fee directly to the Union.

The parties agree that dues or agency fees will be deducted from the pay of employees from each paycheck, and remitted to the Union on a monthly basis.

The Union will indemnify and hold harmless the Employer for any action taken or not taken by the Employer in accordance with this Article.

Duration

Contract duration: 10/1/16 to 9/30/18 at 11:59 pm

No Strike, No Lockout

The parties commit themselves to resolving problems and differences through cooperative means that are appropriate to this community rather than through strikes or lockouts. Accordingly, the parties agree that there shall be no strikes or lockouts or any other concerted activities of a disruptive nature during the term of this Agreement. The Union and the Employer and their respective officers and representatives agree not to encourage any violation of this section.

Management Rights

UMass Memorial, except as otherwise limited by a specific provision of the Agreement, retains all its rights to administer the Medical Center.

Recognition

UMass Memorial Medical Center and UMass Memorial Medical Group (collectively “UMass Memorial” or “the Employer”) recognizes SHARE/AFSCME (“SHARE” or “the Union”) as the exclusive collective bargaining representative of, respectively, full-time and regular part-time non-exempt employees of UMass Memorial Medical Center and certain full-time and regular part-time non-exempt employees of UMass Memorial Medical Group at

- The locations listed in Appendix A of this Agreement
- Any locations of employees who remain or become SHARE bargaining unit members by virtue of the "Blending Departments and Services" article of this Agreement

excluding those employees represented by Massachusetts Nurses Association; International Association of EMTs and Paramedics, NAGE/SEIU, Local 95; United Food and Commercial Workers, Local 1445; and UMass Memorial Public Safety Union; and supervisors; and all managerial, confidential and per diem employees; and all other employees of UMass Memorial Medical Center and UMass Memorial Medical Group.

Savings Clause

If any provision of this Agreement is found to be in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation of any provision of this Agreement shall not affect any of the other provisions.

Successor

This agreement shall be binding on any and all successor and assigns of UMass Memorial, in accordance with applicable law.

Appendix A- Locations

Locations at which UMass Memorial employees are included in the SHARE bargaining unit as of December 2016

Memorial Campus:

22 Shattuck Street, Worcester

67 Millbrook Street, Worcester

Hahnemann campus including: Main Hospital Building & Grosvenor Building (281 Lincoln Street, Worcester); Grove Family Medicine, Dr. Hawthorne's Office, Lincoln Pediatrics, Family Doctors (291 Lincoln St.).

Employee Health

Hahnemann Medical Group (1 West Boylston St.)

Memorial Hospital (119 Belmont Street, Worcester)

Shrewsbury Mammography & Shrewsbury Family Medicine (Julio Drive)

Surgery Department (67 Belmont St.)

Radiology (Milford campus)

Barre Health Center

Swift House

University Campus:

306 Belmont Street, Worcester

116 Belmont Street, Plumley Village

City Campus, 26 Queen Street, Worcester

Radiation Oncology, Burbank Hospital, 275 Nichols Road, Fitchburg

N. County Urology, Leominster Hospital, 60 Hospital Road, Leominster

Radiation Oncology at Marlborough Hospital, 157 Union Street, Marlborough

S. County Pediatrics, 344 Thompson Road, Webster

Tri River Family Health, 281 East Hartford Avenue, Uxbridge

University Hospital Main Campus, 55 Lake Avenue North, Worcester

(Including the Access Building, Benedict Building, Biotech Park, Power Plant, Trailers, Worcester State Hospital)

Please note: These lists are for general use and are not intended to exclude employees whose locations were previously included. Conversely, these lists are not intended to include employees whose locations were previously excluded.

SIDE LETTER

Regarding Appendix A, the following locations have been removed from the contract:

11 Shattuck St., Worcester
Purchasing, 295 Lincoln St., Worcester
Home Health, 650 Lincoln St.
Sleep Lab, 85 Prescott St.
Morgan Building
328 Shrewsbury St.
Flagship Bank Building, 120 Front St.
Guaranty Building, 370 Main St.
Fitchburg Family Practice
University Commons, 378 Plantation St.
Farmhouse

Should UMass Memorial reopen at any of these sites they will be placed back into Appendix A, "Locations at which UMass Memorial employees are included in the SHARE bargaining unit as of December 2016."

Appendix B – SHARE Titles

Title	Grade	Bargaining Unit Notes	peer based?	no cap on external experience?
ACCESS CONTROL SPEC	ADM6			
ACCOUNTS PAYABLE REP, SR	ADM5			
AIDE, REHAB	NSG3			
AMBULATORY SVCS REP	ADM6	**		
ANATOMICAL ASSISTANT	TEC7			
AUTO/LIABILITY REP	ADM6			
BILLING CORRESPONDENCE ASSOC	ADM5			
BIRTH REGISTRAR	ADM5			
CASH CONTROL REP, SR	ADM5			
CHARGE PROCESSOR	ADM4			
CHARGE PROCESSOR, SR	ADM5			
CLAIMS PROCESSOR, SR	ADM5			
CLERICAL ASSOCIATE I	ADM3			
CLERICAL ASSOCIATE II	ADM4			
CLERICAL ASSOCIATE, SR	ADM5			
CODER REP, BARRE FAM HLTH CTR	ADM6			no cap
CODER REP, MEDICAL OFFICE	ADM6			no cap
CODING SPEC	ADM8			no cap
CODING SPEC SR CATH & EP LABS	ADM9			no cap
CODING SPEC, DIAGNOSTIC RAD	ADM6			no cap
CODING SPEC, SR-CBO	ADM9			no cap
CODING SPEC, SR-EMERG MED	ADM9			no cap
CODING SPEC,INTERVENT RAD,SR	ADM9			no cap
CODING SPEC,INTERVENTIONAL RAD	ADM8			no cap
COLLECTIONS REP, SR	ADM6			
COORD, BED ASSIGNMENT	ADM6			
COORD, CATH&EP EQUIP & SUPPLY	SER10			
COORD, COSMETIC PATIENT	ADM7			
COORD, COUGH CLINIC	ADM7			
COORD, CRANIOFACIAL CLINIC	ADM6			
COORD, DATABASE	ADM7			
COORD, ED EQUIPMENT & SUPPLY	SER10			
COORD, EICU OPERATIONS	ADM7			
COORD, EKG PROCEDURES	TEC7			
COORD, ELECTRONIC DOCUMENTPROG	ADM7			
COORD, EQUIP & SUPPLY	SER10			

COORD, EQUIP & SUPPLY, RAD	SER10			
COORD, MSK PATIENT REGISTRY	ADM6			
COORD, NURSING ADMIN	ADM7			
COORD, PRIOR AUTHOR PHARM	ADM6			
COORD, PRIOR AUTHORIZATION	ADM6			
COORD, RESIDENCY REFERRAL	ADM6			
COORD, REVENUE RECOVERY	ADM6			
COORD, REVENUE RECOVERY, SR	ADM7			
COORD, TIME & ATTEND/PY SYS	ADM7			
COORD,ROTATIONS-RES,MEDSTD,FEL	ADM8			
CREDENTIALING SPEC	ADM7			no cap
CYTOTECHNOLOGIST II	TEC12		peer based	no cap
DATABASE ASSISTANT-EICU	ADM5			
DISPATCHER, COMMUNICATION SPEC	ADM8		peer based	no cap
DISPATCHER, INTERPRETER SVCS	ADM6			
DOCUMENT MANAGEMENT CLERK	ADM3			
ED OBSERVATION ASSISTANT	NSG2			
FINANCIAL ADVOCATE	ADM6			
FINANCIAL COUNSELOR	ADM6			
FINANCIAL PROJ ASST, MG PSYCH	ADM7			
INSURANCE VERIFIER	ADM5			
INTERPRETER	ADM7		peer based	no cap
LEAD AMBULATORY SVCS REP	ADM7	**		
LEAD AUTO/LIABILITY REP	ADM7			
LEAD CARD TECH-EKG MUSE PROC	TEC8			
LEAD CASH CONTROL REP	ADM6			
LEAD CHARGE PROCESSOR	ADM6			
LEAD CLAIMS PROCESSOR	ADM6			
LEAD CODING SPEC, RADIOLOGY	ADM10			no cap
LEAD CREDENTIAL SPEC	ADM8			no cap
LEAD DOCUMENT MANAGEMENT CLERK	ADM4			
LEAD FINANCIAL COUNSELOR	ADM7			
LEAD INSURANCE VERIFIER	ADM6			
LEAD MEDICAL BILL/AR SPEC I	ADM6			no cap
LEAD MEDICAL BILL/AR SPEC II	ADM7			no cap
LEAD MEDICAL RECORDS ASSOCIATE	ADM6			
LEAD MEDICAL RECORDS CODING SP	ADM11			no cap
LEAD OFFICE ADMINISTRATION	ADM7			
LEAD PATIENT ACCESS SVCS REP	ADM7			
LEAD PATIENT FINANCIAL SVS REP	ADM7			
LEAD PAYMENT PROCESSOR	ADM6			

LEAD REFERRAL SVCS REP	ADM6			
LEAD REGISTRATION REP	ADM6			
LEAD TECH, HEART&VASC INVASIVE	TEC14			no cap
LEAD TECHNOL, NEURODIAGNOSTIC	TEC11			
LPN, AMBULATORY	NSG10		peer based	no cap
LPN, MEDICAL GROUP	NSG10		peer based	no cap
MED REC ASSOC, SR-CC	ADM5			
MED REC ASSOC, SR-MPI	ADM5			
MED REC ASSOC, SR-RR	ADM5			
MED RECORDS AUDITING ASSOC	ADM5			
MEDICAL ASSISTANT	NSG4			
MEDICAL BILL/AR SPEC II	ADM6			no cap
MEDICAL BILLING/AR SPEC I	ADM5			no cap
MEDICAL OFFICE ASST CERTIFIED	ADM6			
MEDICAL OFFICE ASST-UROLOGY	ADM6			
MEDICAL RECORDS ASSOCIATE, SR	ADM5			
MEDICAL RECORDS CODING SPEC,SR	ADM10			no cap
MENTAL HEALTH ASSOCIATE	NSG5			
OCC THERAPY ASST, CERT	TEC8			
OPHTHALMIC ANGIOGRAPHY-PHOTOGR	TEC9			
PATIENT ACCESS SVCS REP	ADM6			
PATIENT CUSTOMER SVC ASST	ADM5			
PATIENT FINANCIAL SVCS REP, SR	ADM6			
PATIENT SVC ASSISTANT	SER6			
PAYMENT ANALYST	ADM6			
PAYMENT PROCESSOR, SR	ADM5	**		
PCA II-AMBULATORY	NSG4			
PCA II-INPATIENT	NSG4			
PCA I-INPATIENT	NSG3			
PHARMACY 340B COMPLIANCE ASST	ADM7			
PHARMACY BILLING REP	ADM5			
PHARMACY SUPPLY ASSISTANT	ADM5			
PHLEBOTOMIST	TEC6			
PHLEBOTOMIST, TRI-RIVER	TEC6			
PHLEBOTOMIST/LAB TECHNICIAN	TEC6			
PHYSICAL THERAPY ASSISTANT	TEC8			
PROVIDER ENROLLMENT SPEC	ADM8			no cap
RADIOLOGY ASSISTANT	TEC5			
REFERRAL SPEC	ADM6			
REFERRAL SVCS REP	ADM5			
REGISTRATION REP, SR	ADM5			

RELEASE OF INFORMATION SPC	ADM5			
SCHEDULING REP, SR	ADM5	**		
SECRETARY, ADMINISTRATIVE	ADM5			
SECRETARY, ADMINISTRATIVE SR	ADM6	**		
SECRETARY, EXEC	ADM7			
SECRETARY, EXECUTIVE ADMIN	ADM8			
SECRETARY, MEDICAL ADMIN	ADM5			
SECRETARY, MEDICAL ADMIN SR	ADM6			
SECRETARY, PRE-SURG EVALUATION	ADM5			
SECRETARY, UNIT	ADM5			
SHARE TRAINING	ADM7			
STUDENT COORD, NUC MED	TEC13		peer based	no cap
TECH, BLOOD DONOR CTR	TEC9			
TECH, DERMATOLOGY	TEC6			
TECH, ENDO-ADV PROCED (LPN)	NSG11		peer based	no cap
TECH, PHARMACY PROCUREMENT	TEC7		peer based	no cap
TECHNICIAN, CARDIAC I	TEC6			
TECHNICIAN, CARDIAC II	TEC7			
TECHNICIAN, CARDIAC III	TEC8			
TECHNICIAN, CYTOLOGY PREP	TEC7			
TECHNICIAN, GROSSING	TEC8			
TECHNICIAN, HISTOLOGY I	TEC9			
TECHNICIAN, HISTOLOGY II	TEC10		peer based	no cap
TECHNICIAN, LAB SUPPORT II	TEC7	**		
TECHNICIAN, LAB.X-RAY	TEC9			
TECHNICIAN, NEURODIAGNOSTIC	TEC8			
TECHNICIAN, OPHTHALMIC CERT	TEC8			
TECHNICIAN, OPHTHALMIC NONCERT	TEC8			
TECHNICIAN, PHARMACY CERT, TOC	TEC7		peer based	no cap
TECHNICIAN, PHARMACY CERTIFIED	TEC7		peer based	no cap
TECHNOL, U/S REG-CARD U/S	TEC14		peer based	no cap
TECHNOL, U/S REG-VASC LAB	TEC14		peer based	no cap
TECHNOL, U/S REG-WMN HLTH	TEC14		peer based	no cap
TECHNOL, U/S-VASC LAB	TEC13		peer based	no cap
TECHNOL,RAD INVASIVE CARDIOVAS	TEC13		peer based	no cap
TECHNOLOGIST, MEDICAL I	TEC10	**		
TECHNOLOGIST, MEDICAL II	TEC11	**	peer based	no cap
TECHNOLOGIST, NEURODIAGNOSTIC	TEC10			
TECHNOLOGIST, NUCLEAR MEDICINE	TEC13		peer based	no cap
TECHNOLOGIST, RAD II	TEC12		peer based	no cap
TECHNOLOGIST, RAD II-ANGIO	TEC13		peer based	no cap

TECHNOLOGIST, RAD II-CT SCAN	TEC13		peer based	no cap
TECHNOLOGIST, RAD II-MAMMOGRPY	TEC13		peer based	no cap
TECHNOLOGIST, RAD II-MULTIMODA	TEC13		peer based	no cap
TECHNOLOGIST, ULTRASOUND	TEC13		peer based	no cap
TECHNOLOGIST, ULTRASOUND REG	TEC14		peer based	no cap
TECHNOLOGIST, MEDICAL, BLOOD BNK	TEC12		peer based	no cap
THERAPIST, RADIATION I	TEC13		peer based	no cap
THERAPIST, RADIATION II	TEC14		peer based	no cap
THERAPIST, RESPIRATORY II	TEC12		peer based	no cap
TRANSCRIPTION EDITOR	ADM6			
TRANSCRIPTIONIST, MEDICAL	ADM6			
UNIT AIDE	SER6			
UNIT SUPPLY AIDE	SER7			

Titles that may be represented by SHARE, depending on department

Employees in job titles marked above with ** may or may not be represented by SHARE, depending on their department.

Employees who are represented by SHARE

Employees in titles marked ** are represented by SHARE in the following departments: Tri River clinic; Purchasing; Anatomic Pathology (including Autopsy, Cytology, Cytopathology, Hematopathology, Histology and Surgical Pathology), Blood Bank and Blood Donor Room, Link Laboratories, and the administrative areas of Anesthesiology and Surgery.

Employees who are not represented by SHARE

Employees in titles marked ** are not represented by SHARE in the following departments: the clinical laboratories located at One Biotech; the Copy Center; and the OR and its affiliated patient care departments (PACU, Anesthesia, Day Surgery, SACU).

Unit Aides who work in Patient Dispatch are not represented by SHARE. Supply Coord II's who work in Materials Management are not represented by SHARE.

Resolving questions

These lists are for general use and are not intended to exclude employees whose titles were previously included. Conversely, these lists are not intended to include employees whose titles were previously excluded.

Questions may arise, especially about new situations. They should be addressed to SHARE and UMass Memorial Labor Relations. These questions will be answered through a problem-solving approach among the parties.

Appendix C – SHARE Pay Grades

Each SHARE grade has a minimum, a maximum, a series of platforms between the minimum and the maximum, and a max cap.

These are shown in the grade tables on the following pages.

Some grades (NSG10, NSG11, TEC12, TEC13, and TEC14) do not have platforms until 10/1/2017.

About Raises and Platforms -- two possible situations																									
<p>If a SHARE member's pay rate is <u>on a platform</u> and below maximum...</p> <p>...then you can use the table for your grade to see the effect of your raise.</p>	<p>If a SHARE member's pay rate is:</p> <ul style="list-style-type: none"> <u>between platforms</u> and below maximum, or at maximum, or above maximum, up to max cap... <p>...then you have to calculate your raise.</p>																								
<p><i>“Move one box down and one box to the right”</i></p> <p><i>Example:</i></p> <table border="1" style="margin-left: 20px; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;">NSG4</th> <th style="background-color: #00a0e3; color: white;">10/1/2015</th> <th style="background-color: #00a0e3; color: white;">1/1/2017</th> <th style="background-color: #00a0e3; color: white;">10/1/2017</th> </tr> </thead> <tbody> <tr> <td style="background-color: #00a0e3; color: white;">Min</td> <td>15.13</td> <td>15.13</td> <td>15.43</td> </tr> <tr> <td style="background-color: #00a0e3; color: white;">1</td> <td style="background-color: yellow;">15.43</td> <td>15.43</td> <td>15.74</td> </tr> <tr> <td style="background-color: #00a0e3; color: white;">2</td> <td>15.74</td> <td style="background-color: yellow;">15.74</td> <td>16.05</td> </tr> <tr> <td style="background-color: #00a0e3; color: white;">3</td> <td>16.03</td> <td>16.05</td> <td style="background-color: yellow;">16.37</td> </tr> <tr> <td style="background-color: #00a0e3; color: white;"> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NSG4	10/1/2015	1/1/2017	10/1/2017	Min	15.13	15.13	15.43	1	15.43	15.43	15.74	2	15.74	15.74	16.05	3	16.03	16.05	16.37					<p style="text-align: center;"><i>See the Wages section of the contract for how to calculate your raise</i></p>
NSG4	10/1/2015	1/1/2017	10/1/2017																						
Min	15.13	15.13	15.43																						
1	15.43	15.43	15.74																						
2	15.74	15.74	16.05																						
3	16.03	16.05	16.37																						

ADM3

	10/1/2015	1/1/2017	10/1/2017
Min	12.72	12.72	12.97
1	12.97	12.97	13.23
2	13.23	13.23	13.49
3	13.48	13.49	13.76
4	13.74	13.75	14.03
5	14.00	14.01	14.29
6	14.26	14.28	14.57
7	14.51	14.55	14.84
8	14.79	14.80	15.10
9	15.09	15.09	15.39
10	15.35	15.39	15.70
11	15.65	15.66	15.97
12	15.93	15.96	16.28
13	16.24	16.25	16.58
14	16.52	16.56	16.89
15	16.85	16.85	17.19
16	17.17	17.19	17.53
17	17.48	17.51	17.86
18	17.83	17.83	18.19
19	18.15	18.19	18.55
20	18.50	18.51	18.88
Max	18.86	18.87	19.25
		*	*
Max cap	-	21.62	22.05

ADM4

	10/1/2015	1/1/2017	10/1/2017
Min	13.86	13.86	14.14
1	14.14	14.14	14.42
2	14.41	14.42	14.71
3	14.70	14.70	14.99
4	14.96	14.99	15.29
5	15.26	15.26	15.57
6	15.52	15.57	15.88
7	15.83	15.83	16.15
8	16.14	16.15	16.47
9	16.43	16.46	16.79
10	16.75	16.76	17.10
11	17.04	17.09	17.43
12	17.38	17.38	17.73
13	17.70	17.73	18.08
14	18.03	18.05	18.41
15	18.39	18.39	18.76
16	18.73	18.76	19.14
17	19.08	19.10	19.48
18	19.45	19.46	19.85
19	19.82	19.84	20.24
20	20.19	20.22	20.62
Max	20.58	20.59	21.00
		*	*
Max cap	-	23.56	24.03

ADM5

	10/1/2015	1/1/2017	10/1/2017
Min	15.13	15.13	15.43
1	15.43	15.43	15.74
2	15.74	15.74	16.05
3	16.03	16.05	16.37
4	16.35	16.35	16.68
5	16.65	16.68	17.01
6	16.96	16.98	17.32
7	17.30	17.30	17.65
8	17.61	17.65	18.00
9	17.95	17.96	18.32
10	18.29	18.31	18.68
11	18.63	18.66	19.03
12	18.99	19.00	19.38
13	19.35	19.37	19.76
14	19.71	19.74	20.13
15	20.09	20.10	20.50
16	20.48	20.49	20.90
17	20.86	20.89	21.31
18	21.26	21.28	21.71
19	21.66	21.69	22.12
20	22.08	22.09	22.53
Max	22.51	22.52	22.97
		*	*
Max cap	-	25.72	26.23

ADM6

	10/1/2015	1/1/2017	10/1/2017
Min	16.50	16.50	16.83
1	16.83	16.83	17.17
2	17.17	17.17	17.51
3	17.49	17.51	17.86
4	17.84	17.84	18.20
5	18.16	18.20	18.56
6	18.51	18.52	18.89
7	18.87	18.88	19.26
8	19.21	19.25	19.64
9	19.58	19.59	19.98
10	19.97	19.97	20.37
11	20.34	20.37	20.78
12	20.72	20.75	21.17
13	21.12	21.13	21.55
14	21.52	21.54	21.97
15	21.93	21.95	22.39
16	22.36	22.37	22.82
17	22.78	22.81	23.27
18	23.23	23.24	23.70
19	23.66	23.69	24.16
20	24.12	24.13	24.61
Max	24.58	24.60	25.09
		*	*
Max cap	-	28.05	28.61

ADM7	10/1/2015	1/1/2017	10/1/2017
Min	18.02	18.02	18.38
1	18.38	18.38	18.75
2	18.75	18.75	19.13
3	19.10	19.13	19.51
4	19.48	19.48	19.87
5	19.85	19.87	20.27
6	20.22	20.25	20.66
7	20.61	20.62	21.03
8	21.00	21.02	21.44
9	21.40	21.42	21.85
10	21.81	21.83	22.27
11	22.23	22.25	22.70
12	22.66	22.67	23.12
13	23.09	23.11	23.57
14	23.52	23.55	24.02
15	23.98	23.99	24.47
16	24.45	24.46	24.95
17	24.91	24.94	25.44
18	25.39	25.41	25.92
19	25.87	25.90	26.42
20	26.37	26.39	26.92
Max	26.88	26.90	27.44
		*	*
Max cap	-	30.63	31.24

ADM9	10/1/2015	1/1/2017	10/1/2017
Min	21.56	21.56	21.99
1	21.99	21.99	22.43
2	22.43	22.43	22.88
3	22.87	22.88	23.34
4	23.31	23.33	23.80
5	23.76	23.78	24.26
6	24.20	24.24	24.72
7	24.67	24.68	25.17
8	25.15	25.16	25.66
9	25.63	25.65	26.16
10	26.12	26.14	26.66
11	26.63	26.64	27.17
12	27.14	27.16	27.70
13	27.67	27.68	28.23
14	28.20	28.22	28.78
15	28.74	28.76	29.34
16	29.30	29.31	29.90
17	29.87	29.89	30.49
18	30.44	30.47	31.08
19	31.04	31.05	31.67
20	31.63	31.66	32.29
Max	32.25	32.26	32.91
		*	*
Max cap	-	36.65	37.38

ADM8	10/1/2015	1/1/2017	10/1/2017
Min	19.71	19.71	20.10
1	20.10	20.10	20.50
2	20.50	20.50	20.91
3	20.91	20.91	21.33
4	21.31	21.33	21.76
5	21.72	21.74	22.17
6	22.13	22.15	22.59
7	22.55	22.57	23.02
8	22.98	23.00	23.46
9	23.43	23.44	23.91
10	23.87	23.90	24.38
11	24.33	24.35	24.84
12	24.81	24.82	25.32
13	25.28	25.31	25.82
14	25.76	25.79	26.31
15	26.25	26.28	26.81
16	26.76	26.78	27.32
17	27.29	27.30	27.85
18	27.81	27.84	28.40
19	28.35	28.37	28.94
20	28.89	28.92	29.50
Max	29.45	29.47	30.06
		*	*
Max cap	-	33.51	34.18

ADM10	10/1/2015	1/1/2017	10/1/2017
Min	23.60	23.60	24.07
1	24.07	24.07	24.55
2	24.55	24.55	25.04
3	25.03	25.04	25.54
4	25.52	25.53	26.04
5	26.01	26.03	26.55
6	26.52	26.53	27.06
7	27.03	27.05	27.59
8	27.55	27.57	28.12
9	28.08	28.10	28.66
10	28.62	28.64	29.21
11	29.17	29.19	29.77
12	29.73	29.75	30.35
13	30.30	30.32	30.93
14	30.90	30.91	31.53
15	31.49	31.52	32.15
16	32.10	32.12	32.76
17	32.72	32.74	33.39
18	33.36	33.37	34.04
19	34.01	34.03	34.71
20	34.66	34.69	35.38
Max	35.35	35.35	36.06
		*	*
Max cap	-	40.12	40.92

ADM11

	10/1/2015	1/1/2017	10/1/2017
Min	25.83	25.83	26.35
1	26.35	26.35	26.88
2	26.87	26.88	27.42
3	27.40	27.41	27.96
4	27.93	27.95	28.51
5	28.47	28.49	29.06
6	29.02	29.04	29.62
7	29.57	29.60	30.19
8	30.15	30.16	30.76
9	30.73	30.75	31.37
10	31.33	31.34	31.97
11	31.94	31.96	32.60
12	32.56	32.58	33.23
13	33.19	33.21	33.87
14	33.84	33.85	34.53
15	34.49	34.52	35.21
16	35.16	35.18	35.88
17	35.84	35.86	36.58
18	36.55	36.56	37.29
19	37.26	37.28	38.03
20	38.00	38.01	38.77
Max	38.72	38.76	39.54
		*	*
Max cap	-	43.91	44.79

NSG1

	10/1/2015	1/1/2017	10/1/2017
Min	11.91	11.91	12.15
1	12.15	12.15	12.39
2	12.38	12.39	12.64
3	12.63	12.63	12.88
4	12.85	12.88	13.14
5	13.11	13.11	13.37
6	13.33	13.37	13.64
7	13.60	13.60	13.87
8	13.84	13.87	14.15
9	14.11	14.12	14.40
10	14.36	14.39	14.68
11	14.64	14.65	14.94
12	14.90	14.93	15.23
13	15.19	15.20	15.50
14	15.46	15.49	15.80
15	15.76	15.77	16.09
16	16.04	16.08	16.40
17	16.36	16.36	16.69
18	16.67	16.69	17.02
19	16.97	17.00	17.34
20	17.31	17.31	17.66
Max	17.62	17.66	18.01
		*	*
Max cap	-	20.25	20.66

NSG3

	10/1/2015	1/1/2017	10/1/2017
Min	14.21	14.21	14.49
1	14.49	14.49	14.78
2	14.78	14.78	15.08
3	15.08	15.08	15.38
4	15.35	15.38	15.69
5	15.66	15.66	15.97
6	15.93	15.97	16.29
7	16.24	16.25	16.58
8	16.53	16.56	16.89
9	16.85	16.86	17.20
10	17.17	17.19	17.53
11	17.49	17.51	17.86
12	17.83	17.84	18.20
13	18.15	18.19	18.55
14	18.50	18.51	18.88
15	18.86	18.87	19.25
16	19.20	19.24	19.62
17	19.57	19.58	19.97
18	19.96	19.96	20.36
19	20.33	20.36	20.77
20	20.71	20.74	21.15
Max	21.11	21.12	21.54
		*	*
Max cap	-	24.16	24.64

NSG2

	10/1/2015	1/1/2017	10/1/2017
Min	13.39	13.39	13.66
1	13.65	13.66	13.93
2	13.92	13.92	14.20
3	14.18	14.20	14.48
4	14.46	14.46	14.75
5	14.73	14.75	15.05
6	15.02	15.02	15.32
7	15.32	15.32	15.63
8	15.61	15.63	15.94
9	15.92	15.92	16.24
10	16.22	16.24	16.56
11	16.54	16.54	16.87
12	16.86	16.87	17.21
13	17.18	17.20	17.54
14	17.52	17.52	17.87
15	17.86	17.87	18.23
16	18.20	18.22	18.58
17	18.56	18.56	18.93
18	18.92	18.93	19.31
19	19.28	19.30	19.69
20	19.66	19.67	20.06
21	20.05	20.05	20.45
		*	*
Max Cap	-	22.76	23.22

NSG4

	10/1/2015	1/1/2017	10/1/2017
Min	15.13	15.13	15.43
1	15.43	15.43	15.74
2	15.74	15.74	16.05
3	16.03	16.05	16.37
4	16.35	16.35	16.68
5	16.65	16.68	17.01
6	16.96	16.98	17.32
7	17.30	17.30	17.65
8	17.61	17.65	18.00
9	17.95	17.96	18.32
10	18.29	18.31	18.68
11	18.63	18.66	19.03
12	18.99	19.00	19.38
13	19.35	19.37	19.76
14	19.71	19.74	20.13
15	20.09	20.10	20.50
16	20.48	20.49	20.90
17	20.86	20.89	21.31
18	21.26	21.28	21.71
19	21.66	21.69	22.12
20	22.08	22.09	22.53
Max	22.51	22.52	22.97
		*	*
Max cap	-	25.72	26.23

NSG5

	10/1/2015	1/1/2017	10/1/2017
Min	16.11	16.11	16.43
1	16.43	16.43	16.76
2	16.76	16.76	17.10
3	17.07	17.10	17.44
4	17.41	17.41	17.76
5	17.74	17.76	18.12
6	18.06	18.09	18.45
7	18.42	18.42	18.79
8	18.76	18.79	19.17
9	19.11	19.14	19.52
10	19.49	19.49	19.88
11	19.86	19.88	20.28
12	20.23	20.26	20.67
13	20.61	20.63	21.04
14	21.02	21.02	21.44
15	21.41	21.44	21.87
16	21.81	21.84	22.28
17	22.24	22.25	22.70
18	22.66	22.68	23.13
19	23.09	23.11	23.57
20	23.53	23.55	24.02
Max	23.99	24.00	24.48
		*	*
Max cap	-	27.39	27.94

NSG10	10/1/2015	1/1/2017		10/1/2017
Min	22.12	22.12	Min	22.56
Max	33.05	33.05	1	23.00
		*	2	23.44
Max cap	-	37.60	3	23.89
			4	24.35
			5	24.82
			6	25.30
			7	25.79
			8	26.29
			9	26.80
			10	27.32
			11	27.85
			12	28.39
			13	28.94
			14	29.50
			15	30.07
			16	30.65
			17	31.24
			18	31.84
			19	32.45
			20	33.08
			Max	33.71
				*
			Max cap	38.35

NSG11	10/1/2015	1/1/2017		10/1/2017
Min	25.83	25.83	Min	26.35
Max	38.72	38.76	1	26.88
		*	2	27.42
Max cap	-	43.91	3	27.96
			4	28.51
			5	29.06
			6	29.62
			7	30.19
			8	30.76
			9	31.37
			10	31.97
			11	32.60
			12	33.23
			13	33.87
			14	34.53
			15	35.21
			16	35.88
			17	36.58
			18	37.29
			19	38.03
			20	38.77
			Max	39.54
				*
			Max cap	44.79

SER6

	10/1/2015	1/1/2017	10/1/2017
Min	12.72	12.72	12.97
1	12.97	12.97	13.23
2	13.23	13.23	13.49
3	13.48	13.49	13.76
4	13.74	13.75	14.03
5	14.00	14.01	14.29
6	14.26	14.28	14.57
7	14.51	14.55	14.84
8	14.79	14.80	15.10
9	15.09	15.09	15.39
10	15.35	15.39	15.70
11	15.65	15.66	15.97
12	15.93	15.96	16.28
13	16.24	16.25	16.58
14	16.52	16.56	16.89
15	16.85	16.85	17.19
16	17.17	17.19	17.53
17	17.48	17.51	17.86
18	17.83	17.83	18.19
19	18.15	18.19	18.55
20	18.50	18.51	18.88
Max	18.86	18.87	19.25
		*	*
max cap	-	21.62	22.05

SER9

	10/1/2015	1/1/2017	10/1/2017
Min	16.55	16.55	16.88
1	16.88	16.88	17.22
2	17.22	17.22	17.56
3	17.54	17.56	17.91
4	17.89	17.89	18.25
5	18.22	18.25	18.62
6	18.56	18.58	18.95
7	18.93	18.93	19.31
8	19.28	19.31	19.70
9	19.65	19.67	20.06
10	20.02	20.04	20.44
11	20.40	20.42	20.83
12	20.79	20.81	21.23
13	21.19	21.21	21.63
14	21.59	21.61	22.04
15	22.00	22.02	22.46
16	22.42	22.44	22.89
17	22.85	22.87	23.33
18	23.29	23.31	23.78
19	23.75	23.76	24.24
20	24.19	24.23	24.71
Max	24.66	24.67	25.16
		*	*
max cap	-	28.14	28.70

SER7

	10/1/2015	1/1/2017	10/1/2017
Min	13.86	13.86	14.14
1	14.14	14.14	14.42
2	14.41	14.42	14.71
3	14.70	14.70	14.99
4	14.96	14.99	15.29
5	15.26	15.26	15.57
6	15.52	15.57	15.88
7	15.83	15.83	16.15
8	16.14	16.15	16.47
9	16.43	16.46	16.79
10	16.75	16.76	17.10
11	17.04	17.09	17.43
12	17.38	17.38	17.73
13	17.70	17.73	18.08
14	18.03	18.05	18.41
15	18.39	18.39	18.76
16	18.73	18.76	19.14
17	19.08	19.10	19.48
18	19.45	19.46	19.85
19	19.82	19.84	20.24
20	20.19	20.22	20.62
Max	20.58	20.59	21.00
		*	*
max cap	-	23.56	24.03

SER10

	10/1/2015	1/1/2017	10/1/2017
Min	18.02	18.02	18.38
1	18.38	18.38	18.75
2	18.75	18.75	19.13
3	19.10	19.13	19.51
4	19.48	19.48	19.87
5	19.85	19.87	20.27
6	20.22	20.25	20.66
7	20.61	20.62	21.03
8	21.00	21.02	21.44
9	21.40	21.42	21.85
10	21.81	21.83	22.27
11	22.23	22.25	22.70
12	22.66	22.67	23.12
13	23.09	23.11	23.57
14	23.52	23.55	24.02
15	23.98	23.99	24.47
16	24.45	24.46	24.95
17	24.91	24.94	25.44
18	25.39	25.41	25.92
19	25.87	25.90	26.42
20	26.37	26.39	26.92
Max	26.88	26.90	27.44
		*	*
max cap	-	30.63	31.24

TEC5

	10/1/2015	1/1/2017	10/1/2017
Min	15.13	15.13	15.43
1	15.43	15.43	15.74
2	15.74	15.74	16.05
3	16.03	16.05	16.37
4	16.35	16.35	16.68
5	16.65	16.68	17.01
6	16.96	16.98	17.32
7	17.30	17.30	17.65
8	17.61	17.65	18.00
9	17.95	17.96	18.32
10	18.29	18.31	18.68
11	18.63	18.66	19.03
12	18.99	19.00	19.38
13	19.35	19.37	19.76
14	19.71	19.74	20.13
15	20.09	20.10	20.50
16	20.48	20.49	20.90
17	20.86	20.89	21.31
18	21.26	21.28	21.71
19	21.66	21.69	22.12
20	22.08	22.09	22.53
Max	22.51	22.52	22.97
		*	*
Max cap	-	25.72	26.23

TEC6

	10/1/2015	1/1/2017	10/1/2017
Min	16.50	16.50	16.83
1	16.83	16.83	17.17
2	17.17	17.17	17.51
3	17.49	17.51	17.86
4	17.84	17.84	18.20
5	18.16	18.20	18.56
6	18.51	18.52	18.89
7	18.87	18.88	19.26
8	19.21	19.25	19.64
9	19.58	19.59	19.98
10	19.97	19.97	20.37
11	20.34	20.37	20.78
12	20.72	20.75	21.17
13	21.12	21.13	21.55
14	21.52	21.54	21.97
15	21.93	21.95	22.39
16	22.36	22.37	22.82
17	22.78	22.81	23.27
18	23.23	23.24	23.70
19	23.66	23.69	24.16
20	24.12	24.13	24.61
Max	24.58	24.60	25.09
		*	*
Max cap	-	28.05	28.61

TEC7

	10/1/2015	1/1/2017	10/1/2017
Min	18.02	18.02	18.38
1	18.38	18.38	18.75
2	18.75	18.75	19.13
3	19.10	19.13	19.51
4	19.48	19.48	19.87
5	19.85	19.87	20.27
6	20.22	20.25	20.66
7	20.61	20.62	21.03
8	21.00	21.02	21.44
9	21.40	21.42	21.85
10	21.81	21.83	22.27
11	22.23	22.25	22.70
12	22.66	22.67	23.12
13	23.09	23.11	23.57
14	23.52	23.55	24.02
15	23.98	23.99	24.47
16	24.45	24.46	24.95
17	24.91	24.94	25.44
18	25.39	25.41	25.92
19	25.87	25.90	26.42
20	26.37	26.39	26.92
Max	26.88	26.90	27.44
		*	*
Max cap	-	30.63	31.24

TEC8

	10/1/2015	1/1/2017	10/1/2017
Min	19.71	19.71	20.10
1	20.10	20.10	20.50
2	20.50	20.50	20.91
3	20.91	20.91	21.33
4	21.31	21.33	21.76
5	21.72	21.74	22.17
6	22.13	22.15	22.59
7	22.55	22.57	23.02
8	22.98	23.00	23.46
9	23.43	23.44	23.91
10	23.87	23.90	24.38
11	24.33	24.35	24.84
12	24.81	24.82	25.32
13	25.28	25.31	25.82
14	25.76	25.79	26.31
15	26.25	26.28	26.81
16	26.76	26.78	27.32
17	27.29	27.30	27.85
18	27.81	27.84	28.40
19	28.35	28.37	28.94
20	28.89	28.92	29.50
Max	29.45	29.47	30.06
		*	*
Max cap	-	33.51	34.18

TEC9

	10/1/2015	1/1/2017	10/1/2017
Min	21.56	21.56	21.99
1	21.99	21.99	22.43
2	22.43	22.43	22.88
3	22.87	22.88	23.34
4	23.31	23.33	23.80
5	23.76	23.78	24.26
6	24.20	24.24	24.72
7	24.67	24.68	25.17
8	25.15	25.16	25.66
9	25.63	25.65	26.16
10	26.12	26.14	26.66
11	26.63	26.64	27.17
12	27.14	27.16	27.70
13	27.67	27.68	28.23
14	28.20	28.22	28.78
15	28.74	28.76	29.34
16	29.30	29.31	29.90
17	29.87	29.89	30.49
18	30.44	30.47	31.08
19	31.04	31.05	31.67
20	31.63	31.66	32.29
Max	32.25	32.26	32.91
		*	*
Max cap	-	36.65	37.38

TEC10

	10/1/2015	1/1/2017	10/1/2017
Min	23.60	23.60	24.07
1	24.07	24.07	24.55
2	24.55	24.55	25.04
3	25.03	25.04	25.54
4	25.52	25.53	26.04
5	26.01	26.03	26.55
6	26.52	26.53	27.06
7	27.03	27.05	27.59
8	27.55	27.57	28.12
9	28.08	28.10	28.66
10	28.62	28.64	29.21
11	29.17	29.19	29.77
12	29.73	29.75	30.35
13	30.30	30.32	30.93
14	30.90	30.91	31.53
15	31.49	31.52	32.15
16	32.10	32.12	32.76
17	32.72	32.74	33.39
18	33.36	33.37	34.04
19	34.01	34.03	34.71
20	34.66	34.69	35.38
Max	35.35	35.35	36.06
		*	*
Max cap	-	40.12	40.92

TEC11

	10/1/2015	1/1/2017	10/1/2017
Min	25.83	25.83	26.35
1	26.35	26.35	26.88
2	26.87	26.88	27.42
3	27.40	27.41	27.96
4	27.93	27.95	28.51
5	28.47	28.49	29.06
6	29.02	29.04	29.62
7	29.57	29.60	30.19
8	30.15	30.16	30.76
9	30.73	30.75	31.37
10	31.33	31.34	31.97
11	31.94	31.96	32.60
12	32.56	32.58	33.23
13	33.19	33.21	33.87
14	33.84	33.85	34.53
15	34.49	34.52	35.21
16	35.16	35.18	35.88
17	35.84	35.86	36.58
18	36.55	36.56	37.29
19	37.26	37.28	38.03
20	38.00	38.01	38.77
Max	38.72	38.76	39.54
		*	*
Max cap	-	43.91	44.79

TEC12	10/1/2015	1/1/2017		10/1/2017
Min	28.31	28.31	Min	28.88
Max	42.47	42.51	1	29.41
		*	2	29.95
Max cap	-	48.13	3	30.50
			4	31.06
			5	31.63
			6	32.22
			7	32.82
			8	33.43
			9	34.05
			10	34.68
			11	35.32
			12	35.97
			13	36.64
			14	37.32
			15	38.01
			16	38.71
			17	39.43
			18	40.16
			19	40.90
			20	41.66
			21	42.43
			Max	43.36
				-
			Max cap	49.09

TEC13	10/1/2015	1/1/2017		10/1/2017
Min	31.01	31.01	Min	31.63
Max	46.53	46.53	1	32.22
		*	2	32.82
Max cap	-	52.72	3	33.43
			4	34.05
			5	34.68
			6	35.32
			7	35.97
			8	36.64
			9	37.32
			10	38.01
			11	38.71
			12	39.43
			13	40.16
			14	40.90
			15	41.66
			16	42.43
			17	43.21
			18	44.01
			19	44.82
			20	45.65
			21	46.49
			Max	47.46
				-
			Max cap	53.77

TEC14	10/1/2015	1/1/2017		10/1/2017
Min	33.99	33.99	Min	34.67
Max	51.04	51.04	1	35.31
		*	2	35.96
Max cap	-	57.78	3	36.63
			4	37.31
			5	38.00
			6	38.70
			7	39.42
			8	40.15
			9	40.89
			10	41.65
			11	42.42
			12	43.20
			13	44.00
			14	44.81
			15	45.64
			16	46.48
			17	47.34
			18	48.22
			19	49.11
			20	50.02
			21	50.95
			Max	52.06
				-
			Max cap	58.94

Appendix D – Unit-Based Teams

UMass Memorial Medical Center Unit-Based Teams (UBTs) Charter 12.28.2016

Purpose:

A UBT is a collaborative partnership comprised of front-line staff, management, and physicians. In alignment with our values of True North, the UBT will identify clinical and operational improvement opportunities within their unit and innovate solutions together.

Goals and Objectives:

Each UBT will develop a charter for their team that addresses the following points: purpose, goals and objectives, membership and roles, quorum, scope, decision making process, ground rules, timelines, reporting relationship, resources and support, communication, and confidentiality.

Each UBT will set 2 – 3 performance targets that align with system, medical group and medical center goals and our values of True North.

Each UBT will initiate performance improvement projects and ideas to achieve or exceed targets on their performance measures.

Membership and Roles:

A UBT includes all of the participants within the boundaries of the work unit, including management, Union Representatives, providers, and employees. Each UBT shall be composed of Team Co-leads (one manager, one front-line staff person and physician partner). The UBT shall strive to include representation from all roles working in the designated unit. Each UBT will also have at a minimum Team Co-sponsors (one management and one labor).

The co-leads are charged with partnering to lead the team on performance improvement initiatives. They will develop meeting agendas together and while they will initially direct the teams, they will strive to shift to facilitation as the team matures.

The co-sponsors are responsible for supporting the team in forming and developing the charter. They are support for the co-leads in aligning to True North, thinking systemically across UMass Memorial, celebrating the success and will facilitate removal of barriers as needed. The sponsors hold the UBT accountable for meeting performance metrics and for progressing on the pathway from forming to independence.

Additional ancillary members can be added to the UBT based on goals and projects identified by the UBT.

Quorum:

Each team should identify how many members must be present to hold a meeting and how many members must be present to make decisions.

Scope:

The UBT shall focus on the work of the unit. Performance improvement opportunities that move beyond the unit (department or medical center changes) may require engagement and collaboration from other UBTs or the development of a cross functional UBT that aligns with the care of the patient. Collective Bargaining topics are out of scope for the UBT. However, implementation barriers of the UBT can be escalated to the Labor Management Partnership Council.

Decision Making:

In keeping with principles of a labor-management Partnership, decisions should be made using interest based problem solving and consensus. Sponsors and leads will receive training in interest based problem solving prior to the first team meetings.

Ground Rules (Working Agreements/Team Norms):

Each UBT shall review and agree upon the ground rules. The UMass Memorial ground rules (below) developed by the LMPC are to be used as a starting point but may be modified to meet the needs of the team.

UMass Memorial Medical Center UBT Ground Rules

- Be on time and present during the meeting
- Send a representative if you cannot attend
- Come prepared with your action items complete
- Follow the agenda
- One person talks at a time
- Everyone has a voice – Focus on the ideas presented
- Participation equals progress
- Seek first to understand
- Think and talk possibility – “what would it take?”
- Respect confidentiality

Timelines:

The UBT shall set time bound goals and action items. If the team is struggling to meet timelines the co-leads are responsible for escalating to the co-sponsors for guidance.

Reporting Relationships:

The Co-sponsors are responsible to share successes, upcoming announcements or systemic barriers to Senior Leadership on a periodic basis for celebration, spread or guidance.

Resources and Support:

The CITC team and the Organizational Development office are available to provide training and guidance.

Communication:

Each team shall identify how they will communicate and with what frequency. A combination of huddles and meetings as well as an Idea System with performance metrics is expected.

Confidentiality:

All discussions in meetings will be treated with respect.

Appendix E - Unit-Based Team Path to Performance

Path to Performance: Developmental Status of Teams

*Teams must meet all criteria on each level to be determined at that level

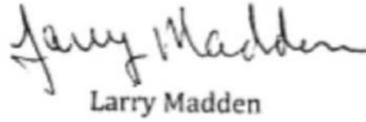
Dimension	Level 1 Pre-Team Climate	Level 2 Foundational	Level 3 Transitional UBT	Level 4 Operational UBT	Level 5 High Performing UBT
A: Sponsorship	+Sponsors are identified and introduced to team.	+Sponsors trained +Charter completed	+Sponsors regularly communicating with co-leads.	+Sponsors visibly support teams +Minimal outside support needed.	+Sponsors holding teams accountable for performance and reporting results to senior leadership.
E: Leadership	+Team Co-Leads are identified or process of identification is under way.	+Co-leads have developed a solid working relationship and are jointly planning the development of the team.	+Co-leads are seen by team as jointly leading the team.	+Co-leads are held jointly accountable for performance by sponsors and executive leadership.	+Team beginning to operate as “self-managed team” with most day-to-day decisions made by team members.
I: Training	+Co-Lead training (e.g. lean white and yellow belt training; Idea Systems; UBT orientation workshop; monthly share and learn sessions) scheduled or completed.	+Team member training (e.g. lean white belt training, Idea Systems and UBT orientation) scheduled or completed.	+Advanced training (e.g. yellow belt training (A3) and daily metrics for team members; and Team building exercises for co-leads) scheduled or completed.	+Advanced Training for co-leads (e.g., Green Belt cohort, crucial conversations, 5S, standard work, etc.) +Focus area-specific training	+Advanced performance improvement training (e.g. run chart and control charts, Principles and System Design training, SIPOC, process observations, etc). +Focus area-specific training
E: Team Process	+Traditional; not much change evident. +Team meetings scheduled and/or first meeting completed	+Co-Leads jointly planning and leading meetings.	+Team meetings are outcome-based; team members are actively participating in team meetings, Idea System huddles and contributing to team progress and decision making. +Co-Leads moving from direction to facilitation	+Co-leads jointly facilitate team meetings using outcome-focused agendas, effective meeting skills and strategies to engage all team members in discussion and decision making. +Team makes use of Idea Systems huddles to reflect on progress and celebrate. +Team collects own data and reviews to see whether changes are helping improve performance.	+Team beginning to move from joint-management with most day-to-day decisions made by team members. +Unit culture allows team to respond to changes quickly. +Team can move from first local project (A3) to next improvement project using A3s that might include suppliers or customers +Team measures progress using annotated run charts or daily metrics
E: Team Member Engagement	+Minimal	Team members understand Partnership processes	+Team members understand key performance metrics. +At least half the team can articulate what the team is improving and what their contribution is.	+Unit performance data is discussed regularly +Large majority of team members are able to articulate what the team is improving and their contribution.	+Team members able to connect unit goals to strategic goals of UMMHC. +Full transparency of information +Team is working on questions of staffing, scheduling, and financial improvement.
I: Use of Tools	+Not in use	+Team members can identify waste in their area and use idea cards for improvement	+Team is able to identify a daily metric being worked on in their area and has completed two sequential PDSA cycles for improvement.	+Team has completed three or more sequential PDSA cycles for improvement, making more robust changes. (e.g., workflow improvement using standard work rather than training).	+Team using advanced performance improvement tools (e.g., process observation board and visual management). +Team can move from initial project to next improvement effort, while sharing across UBTs.
I: Goals and Performance	+Team does not yet have goals.	+Co-Leads discuss and present data and unit goals to teams.	+Team has set daily metrics and metrics are aligned with entity, department and unit goals.	+Team has achieved at least one daily metric on a unit performance goal.	+Team is achieving unit goals and sustaining performance on multiple daily metrics.

For SHARE:


Janet Wilder


Bobbi-Jo Lewis


Sandy Alafberg


Larry Madden


Rita Caputo

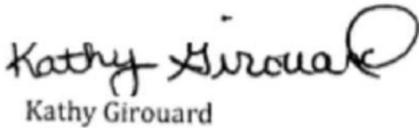

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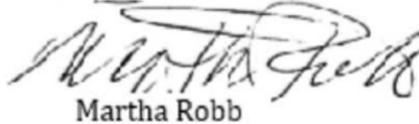

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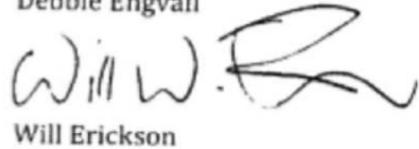

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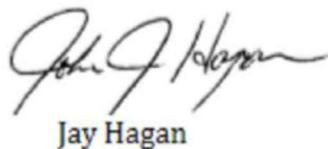

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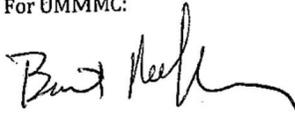

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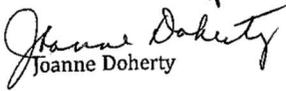
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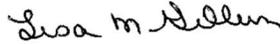
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Ian Copland





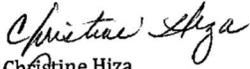
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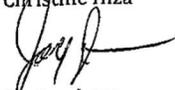
Lisa Gillum



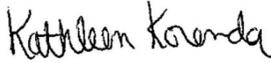
Luanne Hills



Christine Hiza



Joy Jacobson



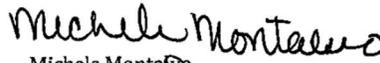
Kathleen Korenda



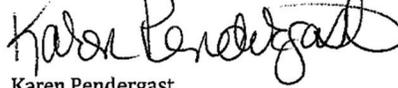
Kathleen Leblanc



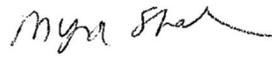
Jeff Mogan



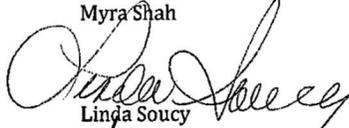
Michele Montalvo



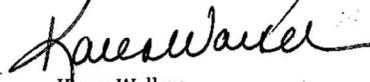
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Karen Walker



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