

2016 SHARE-UMass Memorial Contract Negotiations

TENTATIVE AGREEMENTS

In this .pdf document, you will find all of the tentative agreements reached between SHARE and the hospital during negotiations.

We are currently working to incorporate this new language into the appropriate places in our contract. The complete contract will be made available to SHARE members when that work is done.

The new contract language will become effective immediately if SHARE members vote by majority to accept it.

The SHARE negotiating team strongly recommends members to vote YES on December 20th.

UMass Memorial and SHARE Negotiations

Category	Issue
partnership	Partnership language
Partnership	Unit Based Teams (Teams and Culture)
partnership	Transition to Teams (Interactions with Supervisors and Managers)
partnership	Income security
partnership	Work Security
partnership	In-Patient PCA Staffing
partnership	Staffing (in general)
Partnership	"Deep dive on problem solving process (Revisit Disciplinary Process/Discipline)
Partnership	Job Postings and Transfers
Partnership	Career Development <i>(also side table)</i>
language	Document Department Policy Process (vacations, inclement weather, days off, floating)
language	Timeline for med/arb & pulling PI out of discipline (Revisit Disciplinary Process/Discipline)
language	Tardiness/Absenteeism/Sick Time Patterns
language	Call-Back and Sleep Time
language	Leaves of Absence
Wages & benefits	Pension Floor
Wages & benefits	Raises and Duration
Wages & benefits	Peer Slotting Scales
Clean up	Contractual Language Clean up

Cross-Campus Floating	WITHDRAWN → LMP
Retiree Health Care Cost	WITHDRAWN
Gainsharing on Health Insurance	WITHDRAWN
401K auto-enrollment	WITHDRAWN

TA # 16
MC 11/28/16
JW 11/28/2016

SHARE and UMass Memorial Partnership Agreement

Draft 10-18-2016

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 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.

Proposed Agreement between SHARE and UMMMC to Establish and Maintain UBTs

DRAFT – 9/23/16

TA #13

NC 11/29/16

PW 11/22/16

1. **Shared Vision** – We will establish teams in work based units to advance partnership as the way business is conducted at UMMMC. 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, management, and medical center/group leadership. Accordingly, we commit to the continuance of our Labor Management Partnership Council (LMPC). The LMPC is the joint governance body accountable for the partnership and the success of UBTs.
~~The LMPC charter is attached in Appendix 3.~~
 - 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 (See Pathway to Performance Appendix 4). 2
 - 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 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 coach and co-sponsors will be responsible to assess the UCT using the pathway to performance tool (which is based on observable evidence and behavior).
- ii. UBTs will be assessed at least twice per year. Co-sponsors can request additional assessment.
- iii. 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.

Appendix 1

UMass Memorial Medical Center Unit Based Teams (UBTs)

9.23.2016

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, stewards, 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 UMMMC, celebrating success, and facilitating 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 (LMPC).

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 UMMMC 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 2: Path to Performance: Developmental Status of Teams

Teams must meet ALL of the 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.

TA #10

Sups & Managers

JW 10/17/2016

NC 10/17/16

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.

TA #14

NC 11/28/16

JCW 11/23/2016

Income Security Period -- Draft 11/28/2016 v2, JW

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 help them 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 temporary 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.

Layoffs and Work Security

TA #15

NC 11/28/16

SHARE and UMass Memorial agree that we will do everything possible to avoid lay-offs. 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 lay-offs whenever possible, and when a lay-off must occur to provide help and support to the employee in finding a comparable position.

"Work Security Candidate" refers to an employee before their lay-off, when the elimination of their job is being considered, and after lay-off, 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 lay-off within one year.

We agree to the following basic principles:

- Lay-off 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 lay-off can be avoided. Considerations will include (but are not limited to) alternative proposals for cost-saving, seeking volunteers for lay-off, and reducing "non-benefited" positions. If lay-offs 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 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 lay-offs during this pre-notice period.
- SHARE and UMMMC 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 UMMMC 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 lay-off date when s/he is officially terminated. For a year following lay-off, 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 ~~four-week~~ notice and income security periods. This process will be highly coordinated between SHARE and UMass Memorial to ensure efficiency and communication. ~~We recognize from time to time there may be a swap in process as the 4 week notice period comes to an end. As such, SHARE and UMass Memorial will meet during the 4th week of the notice period to determine if any swap work currently in process will not be completed by the end of the notice period. Together, we will determine the appropriate course of action, timeline necessary to complete the work and treat the situation as an exception to the general practice. In any case that may extend the regular notice period, both SHARE and UMass Memorial will agree on both the number of exceptions and the process up front and before the conclusion of the 4 week notice period.~~
- 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 UMMMC 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 ~~4-week~~ 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 external resources such as EAP, 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.

- ~~In addition to internal postings,~~ The Union and work security candidates will receive internal ~~departmental~~ 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.

~~The parties will explore the possibilities of integrating temporary assignments at other locations and of integrating temporary placements for jobs not currently handled through the nursing float pool.~~

Laid-off employees ~~could~~ 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 ~~would~~ will not receive the remaining amount.

TA #7

JLW 10/11/2016

NC 10/17/16

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 reevaluated 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.

How to Handle Questions Regarding Staffing – DRAFT – September 28, 2016

In the workplace 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 high 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. ~~(The discussion with the senior leader will conclude this process.)~~

~~will think about last sentence.~~
At any time during this process, SHARE members can contact their SHARE representative or HR (need to add specific contact #) for guidance.

TA #6

JCWilder 10/11/2016


Check - draft for your review - Janel

Problem Solving

— New language in bold —

TA #4

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 UMMC 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.

NC
9/23/16

JCW
9/23/2016

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:

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.

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.

TA #2

Contract Section: Transfers and Career Development, hiring preference

Draft language attached:

New language is bolded.

NC
9/23/16

GW
9/23/2016

Transfers and Career Development, hiring preference

-- The Internal Transfers language

opening language -- Transfers & Career Development

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.

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 diems 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. **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, p. 96.)**

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 an 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.

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.

....

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.

JW 10/17/2016
NC 10/12/16**Transfers and Career Development, 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.

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 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.
-

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.

TA #3

DOCUMENTING DEPARTMENT POLICIES

What Is the Proposal?

We propose to augment the existing contract language (with the new language highlighted in emboldened Italics):

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. It is agreed that the operating needs of the department must be met at all times.

In the first year of [the new contract agreement,] 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.

NC
9/23/16
JW 9/23/16

TA#3

JW 10/11/2016
NC 10/17/16

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 the first year of [the new contract agreement,] 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.
3. 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.
4. 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.
5. 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.
6. 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 Differential policy.
7. 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.)

TA #1

Contract Section: Solving Problems at Work

Problem Solving

Draft language to be added to 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."

JCW
9/23/2016

NC
9/23/2016

TA#5

YV 10/11/16
NC 10/12/16

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 in 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.

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 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 absences 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 calendar year, may be required to make up an additional shift based on departmental needs within 6 months of the occurrence. This shift will be scheduled 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 sick time**, Worker's Compensation, including authorized intermittent leave and other qualified FMLA absences, Jury Duty, 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.

JW 10/17/2016
NC 10/17/16

On-Call Policy

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} ~~\$4.00~~ per hour. – proposed. To be considered with the wages negotiations, not agreed to here.] JW 10/17/2016
NC 10/17/16
- 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:

1. Department heads or their designees will assign on-call coverage as needed, giving advance notice except in serious emergencies.
2. 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.
3. 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.

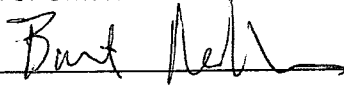
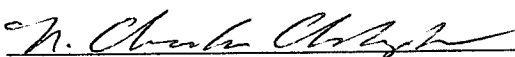
Staying late when on call: When a SHARE member is on call after working a full shift, and must stay past the end of the shift for up to 45 minutes in order to continue activity which began during the shift; such time shall be considered an extended day and paid at time and a half. However, if the activity 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 UMMC 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.

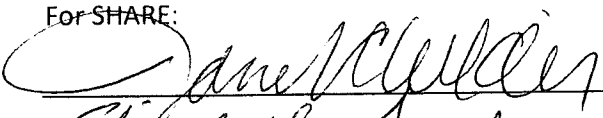
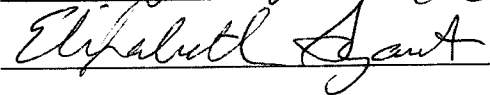
SHARE and UMass Memorial agree to meet in January 2018 to review how the new on-call, call back, and sleep time language is functioning. We will discuss any changes or improvements to the system then.

Date	Agreement	Technical Details
10/1/2016	\$1,000 bonus pro-rated per paid hours FTE	Based on FY16 paid hours up to 2080 hours (excludes shift diff hours). To be paid in the pay period after contract ratification (week beginning December 25, 2016). Individuals qualify if they are employed by UMMMC on the date of ratification which is expected to be December 20, 2016.
01/01/2017	Platform movement	Adjust platforms to include a "Max Cap" at 170% of minimum. Current grid of "Min-1 to 20-Max" structure remains. Minimum is adjusted 0.007 % (approx \$0.01 or less). This structure effectively removes peer slotting for new hires. For individuals currently not on a platform movement is 2%.
10/01/2017	1.2% ATB	
10/1/2017	2. Platform movement	1.93 % if individual is currently not on a platform
10/1/2017	3. Peer Slotting	Adjustment to correct pay based on years of experience for peer slotted positions. Amount is not to exceed \$250,000. Methodology to be identified by SHARE and UMMMC. Slotting will be to Max.
NOTE:	Individuals over Max Cap	Any amount greater than Max Cap is the bonus rate. Bonus = (bonus rate) x (hours paid in previous year, including overtime).

For UMass Memorial Medical Center:

For SHARE:

Dated November 18, 2016

SHARE and UMass Memorial Agreement about Pension Floor

Increase the pension "floor" from \$430 to \$452. Establish the actuarial equivalent dollar amount for the Lump Sum option.

(Pension Floor is described on pp. 3-6 of the 2012-2016 agreement.)

TA #12
NC 11/28/16
QW 11/28/16

1A #11

JCU 10/17/2016
MC 10/17/16**Wages****Wages, promotion, demotion, slotting****Wages:**

Effective Date	Raise	Increase to grade Mins
10/6/07	\$0.75/hour or 5% (whichever is higher)	3%
10/4/08	\$0.75/hour or 4% (whichever is higher)	2%
4/4/09	Slotting for years of related experience	
10/3/09	5%	3%
10/2/10	4%	2%

All raises begin on the first payroll shift of the new payroll week beginning on the dates indicated above.

Notes about wages:

- ~~1. Grade Max — If a raise would put an employee above grade maximum, part of the raise goes to the base pay. Any part of the raise that does not go to base pay will be paid out for the year in a lump sum (Lump sum = Increase not added to base pay x Annual budgeted hours).~~
- ~~2. Raise to the base is any amount up to the grade maximum, but at least the raise to the base listed below:

 - ~~• 10/6/07 — entire raise to the base~~
 - ~~• 10/4/08 — 2% to base (rest paid as lump sum)~~
 - ~~• 10/3/09 — 3% to base (rest paid as lump sum)~~
 - ~~• 10/2/10 — 2% to base (rest paid as lump sum)~~~~
- ~~3. Parking reimbursement for people at or over the max. (see Parking)~~
- ~~4. Contract duration: 10/1/07 to 9/30/11 at 11:59 pm~~

Pay Rates Upon Hire, Transfer, & Promotion:**Peer Based Jobs****New Hires, Transfer, Promotion:**

- Employee rate is based on creditable experience.

Increment Based Jobs**New Hires:**

- External applicants will be hired at an applicable rate based on past creditable experience up to ten years.

Lateral Transfers Within SHARE:

- Employees transferring within the same grade or between grades with comparable midpoint will not have their rate of pay adjusted.

Transfers From Outside SHARE:

- Employee placed on increment based on their creditable experience.

Promotion:

- The employee will receive a promotional increase of 5% per grade up to a maximum of 15% within a pay structure. 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 not at an increment rate, the employee will be placed at the increment rate closest to but not less than the calculated rate.

Demotion:

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

•

All Employees

- Return to work and RIF 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.[new language from last contract and this negotiations.]
- Involuntary transfers resulting in a lower grade will remain at their same rate. **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.**
- The Staffing Partner and/or Management will continue to determine creditable experience.
- Employees who are rehired and whose service will be bridged, will be placed based on the transfer, promotion and demotion rules above.

Definitions:

- **Peer based jobs** – current experienced slotted jobs (Appendix C)
- **Increment based job** – All jobs that are not peer-based.
- **Creditable experience** – experience as defined in the job summaries.
 - Peer based jobs – will include all creditable internal/external experience.
 - Increment based jobs – will include creditable internal experience, plus up to ten years of creditable external experience.

Experience:

- Experience will not be reduced once calculated as a result of a change in the interpretation of the experience counting guidelines.

~~These rules supersede the Equity provision of the prior contract.~~

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.

