

**Memorandum of Agreement**  
**Between**  
**The University of Massachusetts Medical School**  
**and**  
**State Healthcare and Research Employees**  
**For the period of**  
**July 1, 2018 – June 30, 2021**

**This Memorandum of Agreement (“Agreement”) is by and between the State Healthcare and Research Employees Union, (“SHARE” or the “Union”) and the University of Massachusetts Medical School, (“University or UMMS”) collectively, “the parties,” and contains the parties’ agreement for a Collective Bargaining Agreement covering the period July 1, 2018 through June 30, 2021, to succeed the parties’ Collective Bargaining Agreement covering the period July 1, 2016 through June 30, 2018.**

**This Agreement lists those revisions for the July 1, 2018 through June 30, 2021 agreement, otherwise the successor agreement shall carry forward the terms and conditions of the prior agreement. The parties have agreed to the following;**

**1. Hours of Work (Breaks):** “A SHARE member, who, at the time of ratification of this Agreement, is authorized by their manager to combine meal and work breaks, may continue to combine meal and work breaks without the manager’s written approval. If a manager determines that due to operational needs, the employee may no longer combine meal and work breaks, they will discuss the issue with the employee.

A SHARE member, who, at the time of ratification of this Agreement, does not combine their meal and work breaks, must seek written approval from their manager in order to combine meal/work breaks, pursuant to the UMMS Hours of Work Policy.”

**2. Introductory/Probationary Period:** “Probationary Employees may have union representation at pre-disciplinary and/or disciplinary meetings.”

**3. Work Security:** Modified Work Security (Layoff & Recall) CBA Article to comply w/ current UMMS policies/practices. See Work Security Tentative Agreement dated 8/15/18.

**4. Vacation:** Elimination of payout of vacation time if denied use of time during vacation period, apply UMMS Vacation Leave Policy to SHARE members.

**5. Scope of Agreement:** Modify Scope of Agreement to allow for HR policy changes, with notice to and review by union. See Scope of Agreement Tentative Agreement dated 8/15/18.

**6. Assault Pay:** Insert the following paragraph after the 3<sup>rd</sup> paragraph of Sick Time Use, “An employee who, while in the performance of their duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under M.G.L. Chapter 152, shall, if entitled

under M.G.L. Chapter 30, Section 58, be paid the difference between the weekly cash benefits to which they would be entitled under M.G.L. Chapter 152 and their regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) days.”

**7. Disciplinary Action:** SHARE accepts UMMS Corrective Action Policy and modifications to Disciplinary Action CBA Article (Now titled Corrective Action), pursuant to the 9/12/2018 SHARE counterproposal.

**8. Union – Management Problem Solving:** The parties agree to establish specific timelines for each step of the Union – Management Problem – Solving process as it applies to the appeals of corrective action.

“Appeals of Corrective Action

In cases where an employee uses the problem-solving process to appeal corrective action, they may begin at either Step 1 or Step 2. Appeals of terminations may begin at Step 3.

	Step 1 (optional)	Step 2	Step 3
Employee send written appeal to:	Supervisor, with a copy to HR	HR	HR
Employee file appeal within...	10 working days from receipt of corrective action	10 working days from receipt of response at Step 1, or 10 working days from receipt of corrective action if starting at Step 2	10 working days from receipt of response at Step 2, or 10 working days from receipt of corrective action if starting at Step 3
Meeting scheduled within...	10 working days of employee appeal	10 working days of employee appeal	10 working days of employee appeal
Decision issued within...	15 working days of meeting	15 working days of meeting	15 working days of meeting

If the employee does not receive a response within the deadline, at any step, they may proceed to the next step. These timelines may be modified by agreement between SHARE and UMMS.

If the process does not lead to a resolution of the problem, it may be referred to Step 4 of the Problem – Solving process, within thirty (30) calendar days from the date of the Step 3 decision.”

**9. Work Learning:** Delete “Internal applicants, especially layoff candidates, should be given internal preference for hiring,” and replace with, “UMMS strongly encourages hiring managers to select internal applicants, especially layoff candidates...”

Delete “Timely and constructive feedback on all internal interviews or decisions not to interview will be given to any employee who has engaged in career planning” and replace with “Human Resources will attempt to provide timely and constructive feedback on internal interviews or decisions not to interview to any employee who requests it.”

SHARE to accept UMMS Recruitment & Selection Policy. In exchange, UMMS will provide the following;

- a. Resume & Cover Letter Writing for SHARE internal applicants: When a SHARE member applies for a specific UMMS position, they may submit a resume for UMMS HR to review and provide feedback.

b. 2 Trainings Exclusively for SHARE Employees w/paid release time

i. A quarterly resume writing/interviewing course

ii. A quarterly Career Management course

c. SHARE members may access other Professional Development courses offered by UMMS.

**10. Tuition Assistance:** Incorporate by reference the Administrative Standards, Faculty, and Staff Tuition Discounts (Trustee Document T96 – 129). Provide for increases to Student Tuition Credits as listed in document, excluding the Law School and MD Program at UMMS.

**11. Wages:** To be eligible for any salary increase, an employee must be on the payroll, including any authorized leave of absences, on the effective date of the salary increase, and either a) on the payroll during the pay period that such salary increase is implemented, or b) retired, deceased, or laid off after the effective date of the salary increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the increase are not eligible.

**Year 1: Effective July 1, 2018**

a. \$0.50 or 2%, whichever is higher

b. Increase anyone below \$15.00/hr to \$15.00/hr.

c. Grid minimum and maximums increase by 1.5%

d. Structural Increases: Adjust the salary of anyone falling below their structural level.

**Year 2: Effective July 1, 2019**

a. \$0.50 or 2%, whichever is higher

b. Grid Minimum and maximums increase by 1.5%

c. Structural Increases: Adjust the salary of anyone falling below their structural level.

**Year 3: Effective July 1, 2020**

a. \$0.50 or 2%, whichever is higher

b. Grid Minimum and maximums increase by 1.5%

c. Structural Increases: Adjust the salary of anyone falling below their structural level.

**12. SHARE Childcare Fund:** \$70,000 per year of the Agreement

**13. Employee Competencies & Performance Evaluations:** "SHARE members shall move to Employee Competency Model Job Descriptions & Competency based Performance Evaluations. A SHARE employee will receive paid release time to attend Competency trainings, subject to the operational needs of their Department."

#### **14. Reclassification:**

a. Insert the following new paragraph after the 2<sup>nd</sup> paragraph of the Article: "In addition, upon the execution of this Agreement SHARE and UMMS agree to establish a process to jointly review the classification of the following titles: Mental Health Counselor I and II, Mailroom Clerk I, Secretary II, Admin Assistant I, Admin Assistant II, Secretary to the Chair, Peer Mentor, Receptionist I, Research Lab Aide II and Custodian II. The parties agree that the establishment of a review process does not guarantee the aforementioned titles will be reclassified to a higher grade."

b. Insert the following new paragraphs after the 3<sup>rd</sup> paragraph of the Article: "SHARE may submit 10 individual employees for reclassification request hearings to be heard by the UMMS HR Compensation Department per calendar year. The individuals must file their requests with the Dept. of Human Resources by January 30<sup>th</sup> of each calendar year. UMMS shall schedule a hearing to be held within 90 days from January 30<sup>th</sup>. The Chief Human Resources Officer or their designee shall issue a decision within 30 days from the date of the hearing. The decision shall be final and shall not be subject to mediation/arbitration.

When a reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year. If the funds are available, such reclassification may be effective at the beginning of the payroll period next following the date of the decision of the Chief Human Resources Officer or their designee."

#### **15. Appendix A: SHARE Agrees to the following revised HR Policies**

1. Access & Solicitation - 5/2/18
2. Adoption – 5/2/18
3. Animals in the Workplace – 5/2/18
4. Confidentiality – 5/2/18
5. Conflict of Interest – 5/2/18
6. Contact w/ News Media – 5/2/18
7. Deductions & Withholdings – 5/2/18
8. Discrimination & Complaint Procedures – 5/2/18
9. Distribution of Paychecks – 5/16/18
10. Domestic Partnership Elimination - 5/16/8
11. Drugfree Workplace – 5/2/18
12. Emergency Assistance Fund – 5/2/18
13. Employee Assistance Program – 5/2/18
14. Employment of Relatives – 5/16/18
15. Employment of Retirees – 5/30/18
16. Equal Employment Opportunity – 5/2/18
17. FMLA – 5/2/18
18. H1- B1 Visa – 7/25/18
19. Harassment of Protected Classes – 5/2/18
20. Hours of Work – 6/13/18
21. Inclement Weather – 5/16/18
22. Internship – 5/16/18
23. J1 – Visa – 8/1/18
24. Jury Duty – 5/16/18

25. Leaving University – 5/16/18
26. Licensure & Registration – 5/16/18
27. Maternity Leave (Parental) – 5/16/18
28. Military Leave – 5/16/18
29. On Call Coverage – 7/25/18
30. Orientation – 7/25/18
31. Permanent Residency Sponsorship – 7/25/18
32. Personal Appearance – 5/2/18
33. Political Activity – 5/16/18
34. Probationary Period
35. Violence in Workplace – 5/2/18
36. Reference & Criminal Record Check – 5/30/18
37. Sexual Harassment – 5/2/18
38. Sick Leave Bank – 7/25/18
39. SNLA – 5/2/18
40. Supporting Victims of Dom. Violence – 5/16/18
41. Tax Treat – 5/16/18
42. Time & Labor Reporting – 5/2/18
43. Workplace Learning – 5/2/18
44. Personnel Action Approval Process – 8/21/18
45. Employee Records – 8/21/18
46. Transfer of Service Policy – 8/29/18
47. Attendance Policy – 9/27/18
48. Holiday Policy – 9/27/18
49. Job Evaluation – 9/27/18
50. Corrective Action – 9/27/18
51. Shift Differential – 9/27/18
52. Salary Administration – 9/27/18
53. HR Transaction & Approval Process – 9/27/18
54. Employee Classifications – 9/27/18
55. Recruitment & Selection Policy – 9/27/18
56. Bereavement Leave Policy – 8/15/18

**16. Salary Repayments:** “A SHARE member who was inadvertently overpaid will be notified that they must repay the overpayment. The SHARE member may repay the amount in the following methods;

- a. A one-time payment through a payroll deduction.
- b. Installments through payroll deductions.”

**17. Holidays Worked:** “Full – time and part – time SHARE members in the departments of Psychiatry Continuing Care Units and Public Safety who work on a holiday shall receive hour for hour holiday compensatory time. The remainder of the UMMS HR Holiday Policy shall remain in full force and effect.”

**18. Bereavement Leave:** “A full – time SHARE member is entitled to:

- Four (4) consecutive work days, in the case of the death of an employee's spouse or child, step-child, parent, step-parent, sibling, step-sibling, grandparent, grandchild, parent-in-law or a person living in the immediate household.

- Two (2) consecutive work days, in the case of the death of an employee's great-grandparent, son-in-law or daughter-in-law, sibling-in-law, grandparent-in law or great-grandparent-in law.

If an employee is on an approved sick leave, vacation leave, holiday, holiday comp time, or personal time, and suffers a death of a family member covered under the UMMS Bereavement Leave Policy, they may request to be paid bereavement leave, up to the maximum amount of leave pursuant to the policy. In no event may a SHARE member receive bereavement leave in addition to any other paid time off.

For more information, see the UMMS Bereavement Leave Policy, 06.01.01."

**19. Animal Medicine Joint Working Group:** Create a new Article that states, "UMMS and SHARE commit to forming a small team of union representatives and management representatives from Animal Medicine to meet to discuss issues related to animal care needs and employee satisfaction. Issues to be discussed include, but are not limited to, staffing, career pathing, technological innovations, and work processes."

**20. Flexibility in Scheduling:** UMMS and SHARE agree to modify the existing contract language to comply with the UMMS Flexible Work Options policy (06.04.05). See Flexibility in Scheduling Tentative Agreement dated 8/15/18.

**21. Job Descriptions and Job Families:** Insert a new section as the last paragraph of Work/Learning that states as follows, "SHARE members may request a copy of a job description(s) from HR. SHARE members may access job families for some positions at <https://www.umassmed.edu/hr/compensation/career-matrices/> - in order to help employees understand the potential career progression within their current job family, and review the skills and qualifications they must obtain in order to progress to the next level in their position's job family."

**22. Bilingual Pay:** Modify the current Side Letter on Bilingual Pay in DES as follows, "The parties agree to meet to discuss the process, compensation, and eligibility of SHARE members for the bilingual pay program. In the meantime, the parties agree to continue the terms of the October 26, 2016 Memorandum of Agreement regarding bilingual pay."

**23. Duration:** "This contract will cover the period between July 1, 2018 and June 30, 2021. Negotiations for a successor agreement will begin no later than February 1, 2021, unless by mutual consent the parties agree to begin sooner."

**During the negotiations which resulted in this Agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither shall be obligated to any additional collective bargaining.**

For the University of Massachusetts Medical School

For the SHARE Union

Wendy Klippel 10/2/2018

Marlene Tucker

Steve Steve

Patricia Ryan

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Elizabeth Sant

Kathleen Bateman

Andrea Ciccarel

Fidriani

John

John Gurd

Valerie Noyes

Al Gal

Janet Hellingworth

Christine

Carol Pean

Patrice

## **Flexibility in Scheduling**

Flexibility in scheduling is to the mutual benefit of UMMS and employees. The Union and UMMS will support employees and supervisors in working out flexible arrangements. Such arrangements must be practical, meet the operational and business needs of the departments, and work for the employee and co-workers. When departmental needs make a schedule change necessary, the supervisor should provide as much advance notice as possible.

Examples of flexible schedules include but are not limited to: shifting schedules to start and end earlier, or later; combining breaks; occasionally extending breaks or making up time; compressing the work week into fewer, longer days; and working from home or an alternate work site.. See Flexible Work Options policy (06.04.05) dated 03/03/08 for more details including how to apply for a flexible work option.

When an employee and supervisor cannot mutually agree on a schedule, they may request help through the problem solving process up to and including the third step.



8/15/18 SHARE proposal on reviewing UMMS policy changes

(see p.22 of the contract)

### **Scope of Agreement**

UMMS and SHARE agree they shall be governed exclusively by and limited by the terms and provisions of this Agreement and that neither shall have any other obligation or be obliged to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether specifically included in this Agreement or discussed during the negotiations which resulted in this Agreement.

The parties may by mutual agreement engage each other in discussions on any issue of mutual concern and may agree to alter or add to this Agreement so long as any alteration or addition is in writing.

Unless specifically modified by this agreement, the policies and procedures of the University will be referenced as part of this collective bargaining agreement. In order to maximize consistency of policies, and minimize the process of updating policies during contract negotiations, UMMS will provide SHARE with information about changes UMMS wants to make to any policies referenced in the Agreement. If SHARE agrees to the changes, the revised version will replace the policy referenced in the Agreement.

As of 8/14/2108

## **Work Security**

UMMS understands the impacts that layoffs may have on SHARE members. UMMS and SHARE agree that in the event of a layoff, the employer and the union will adhere to the procedures outlined in this Article. UMMS and SHARE agree to commit to open labor-management communication and, if possible, assist employees in the transition to new employment. UMMS will work with the union to provide employees who face layoffs with information about other potential employment opportunities in the UMMS community. Also, the employer is committed to sharing information early in the process, so the union can prepare to address the layoff with its members.

### **Lay Off as a Last Recourse**

In order to ensure an open and transparent process, the employer will provide a minimum of thirty (30) days' notice to the employee. A layoff notice may be a working-notice, or non-working notice. UMMS will inform the member if the notice is working/non-working.

During the thirty (30) day notice period, the union may propose alternatives to layoffs, considerations may include, but are not limited to, cost-saving proposals, seeking volunteers, and reducing non-benefited positions. UMMS will work with SHARE to create alternative proposals to layoff within the thirty-day notice period; however, implementation of said alternatives is subject to UMMS' discretion.

In addition, UMMS shall notify SHARE a minimum of forty-eight (48) hours prior to the employees' notification of layoff, in order for SHARE to help the employees transition during and after the layoff. The notice to the union shall be confidential, and the union agrees to not notify or otherwise discuss the layoff with the employee(s) until UMMS has had the opportunity to provide the employee(s) with formal notification.

If a SHARE employee is laid off and returns to a SHARE position at UMMS within one year, his/her most recent date of hire before the layoff, adjusted by the length of the layoff, will be restored for purposes of general salary increases, vacation accrual rate, and eligibility for the Tuition Assistance program.

### **Support for Employees**

UMMS and SHARE recognize that employees subject to layoff may need assistance in order to transition to new employment. UMMS, through the Human Resources Department, will help an employee facing lay off with resume writing or re-writing, offer help for improving interviewing and job search skills, and give reasonable time away from work for interviews.

Employees subject to a layoff may upload an updated resume on the UMMS Talent website and apply for specific job openings. Employees are encouraged to join the UMMS Talent Community and create a profile and "job search agent" to be notified about potential job matches. During the thirty (30) day notice

period, HR Talent Specialists are available to provide consultation for jobs suitable for employees upon request.

### **Internal Preference**

UMMS will strongly encourage hiring managers to grant interviews to employees who have received a layoff notice, so long as the employee(s) meets the minimum qualification of a posted position(s). Laid-off employees are considered internal candidates for up to one (1) year from the date of termination. Receiving the same consideration as transfers, laid-off employees entering new positions at UMMS within this one-year window will receive a probationary period of ninety (90) days.

If an employee is laid off and the same position in the same department becomes available within one (1) year of termination, the laid-off employee will be reinstated. If more than one employee would be eligible for the open position, it will be offered to the laid-off employees in order of seniority.

### **Training and Temp Work**

Employees who have received a layoff notice shall be provided with information on how to access trainings available on the UMMS Learning & Development Course Offering website.

Lastly, there may be a way to bridge the gap between the end of one job and the beginning of another. To this end, the employer and the union agree to explore the possibility of temporary work in the institution, or to look at other methods of bridging this gap if appropriate.

### **Severance**

The parties will jointly work out details of layoffs as the occasion arises. Employees who are laid off will receive severance unless they are funded by a grant or a contract that does not provide for severance. If an employee is facing layoff due to the end of a grant or contract that does not provide severance, SHARE and UMMS will explore options for the member's financial security in partnership on a case-by-case basis. Severance will be paid in the amount of one week for every year of completed service with a minimum of two weeks and a maximum of eight weeks.

## 9/12/18 SHARE Proposal on Corrective Action

SHARE agrees to Corrective Action policy (06.06.02) dated Sept 26, 2017 with the following changes to the Disciplinary Action section of the contract:

### **Corrective Action**

#### **1. Problem Identification and Constructive Feedback**

Employees and supervisors are encouraged to avert potential problems through informal discussion. Supervisors should provide early and timely constructive feedback regarding performance, conduct or policy violations. In different areas, constructive feedback may also be called “coaching” or “supervision”. Such discussions should take place before initiating corrective action.

If the problem is not satisfactorily resolved by informal discussion, corrective action may be issued pursuant to the UMMS Corrective Action Policy (06.06.02) dated 9/26/17. It is recommended that the parties consult a representative of SHARE and/or of the Office of Labor and Employee Relations.

#### **2. Principles Governing the Corrective Action Process**

- A) No employee who has completed his or her six-month introductory period shall receive corrective action without just cause.
- B) SHARE members have a right to union representation at any meeting about corrective action, or that the employee reasonably believes may result in corrective action. Choosing to involve a union representative cannot elevate the stage of discipline.
- C) When corrective action is necessary, it should be progressive and initiated reasonably quickly. Progressive corrective action may include, but is not limited to: documented verbal counseling, written warning, final written warning, and termination. A Performance Improvement Plan (PIP) may be used at any stage in the corrective action process, or prior to the implementation of corrective action.
- D) An employee suspected of serious misconduct may be placed on paid administrative leave, pending a review or investigation of the situation. Union representation during investigational interviews is encouraged. Written expectations of conduct while on paid leave will be provided.
- E) Corrective action should not be used punitively but, at every stage, should be used to correct the performance or conduct issue. More serious corrective action should only happen after there has been reasonable time to resolve the issue.
- F) The amount of time between corrective actions will depend on the circumstances of each case. Such circumstances may include, but will not be limited to, the seriousness of the offense or substandard performance, any mitigating circumstances, the employee’s past service, and the

length of time since the last incident. 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.

- G) Termination should only be considered after other avenues have been thoroughly explored.
- H) In cases of extreme seriousness, progressive corrective action can be bypassed. In such cases, SHARE and the UMMS Department of Labor and Employee Relations should be notified.
- I) Managers should give employees enough notice of investigational interviews or disciplinary meetings for them to arrange for union representation.
- J) Employees may appeal corrective action through the problem-solving process.