

SHARE-Marlborough Hospital Tentative Contract Agreement December 1, 2018—November 30, 2021

Our SHARE Negotiating Team has reached tentative agreement with Marlborough Hospital. The next step is for SHARE members to understand what's in the agreement, and to decide what they think about it. The tentative contract takes effect if a majority of voting SHARE members vote "Yes" on August 13th.

Raises

Retroactive to **December 1, 2018: 3% raise or \$.60/hour**, whichever is greater for each SHARE employee

- You must be on the payroll on the date of ratification (August 13th) to get the retro and raise.
- SHARE employees who retired between 12/1/2018 and date of ratification will receive the retro portion of the raise. (Please contact SHARE if you think this applies to you.)
- Your raise will be added to your current rate.

December 1, 2019: 3% or \$.60/hour raise, whichever is greater for each SHARE employee

December 6, 2020: 2.5% or \$.52/hour raise, whichever is greater for each SHARE employee

The 3-year contract expires on November 30, 2021. We will start negotiating the next contract before that.

Restoration – Daily Over-time

The SHARE Negotiating Team focused on the ways pay has been cut over the years, and we believe that UMass Memorial management understand that it's important to restore what was lost. We were not able to restore everything in this contract, but we have made an important start:

Starting October 4, 2020, Marlborough Hospital will pay time-and-one-half for hours worked over an 8-hour shift, if the employee stays for more than 45 minutes past their shift. (If your regular shift is 10 or 12 hours, you will get time-and-a-half for any time you work longer, if you stay more than 45 minutes.)

Having a Say, and Building Labor-Management

Labor Management Committee – so we can talk about any issue that SHARE members care about between now and the next contract. Topics we plan to discuss include CNA workload and staffing, pay rates for each title compared to the market (before our next contract negotiations), training/continuing education, and involving SHARE members in process improvement to improve patient care and make the hospital a better place to work for all of us.

Having a Say about Policies in your Department:

- **Vacation scheduling** – SHARE members have a say in how vacation time is distributed in their own department.
- **Holiday Policy** – How staffing works on a holiday should be determined with staff input by department. SHARE members who work the evening shift during holiday hours, even if they don't work beyond 5:59 PM, are now eligible for holiday pay for all hours worked. Additionally, when you have the day off, you get your shift differential.

- **Scheduling over-time and extra time:** Should be fairly distributed, with employee input into how it's distributed in each department. Part-time SHARE staff pick before per diem staff.
- **Policies and Procedures:** Things stay the same unless the union or union members are involved in discussions to change them.
- **Schedule changes** require 30-60 days notice ahead of time. Employees are able to discuss the changes, and parties will work together to find an answer that works for the employee and the department.
- **Inclement weather:** Each department should have a plan for inclement weather, and SHARE members should be involved in designing that plan.

When Bad Things Happen...

Problem Solving is one of the ways that SHARE members can resolve problems at work. Many unions have a "grievance" process, but our problem-solving process can be applied to a broader range of issues including disciplinary action, resolving questions of the contract, address concerns about Marlborough Hospital practices and policies, or help fix issues which members see as problems at work.

What happens if you get in trouble for something in your job.

- SHARE members have the right to have a SHARE Rep or Organizer come with them to any disciplinary meeting.
- There is a whole set of guidelines about how to make the process fair and aimed at helping the employee to improve if needed.
- If the employee doesn't agree with the discipline, there's an appeal process, with steps up to an outside mediator.
- Coaching and discipline have progressive discipline steps, so that the employee hears what they are doing wrong, has a say, and has a chance to improve (if it's agreed they need to).
- Discipline and Career Development: You can transfer even if you have discipline in your file, though the hiring supervisor will know about it.

Layoffs and Work Security: We agree we will do everything possible to avoid layoffs. The union and the employee get advance notice, and the opportunity to propose alternative solutions.

- 30 days notice (21 days minimum) before a layoff
- Layoff is by reverse seniority within a title in a department.
- Severance pay is 1 week for every year of service, minimum of 2 weeks, maximum of 10 weeks.
- Recall rights for 6 months after layoff, if a job opens up in their department.
- Laid off employees will get help with resume writing, interviewing skills, career assessment and training.
- Volunteers for layoff: A "swap" system will be used to help people who want to leave take a layoff, with the benefits, and give their job to the SHARE person who was going to be laid off.
- Internal preference for hiring for a laid off SHARE employee.
- The hospital is encouraged to find temporary work for the laid off SHARE employee.
- Outsourcing, Closing, or Selling Parts of Marlborough Hospital: SHARE will be informed of plans, and we will work together to avoid layoffs.

Successor: If the hospital is sold, or merged with another employer, this contract will still be in effect.

Attendance: Guidelines for when someone can and can't get in trouble for calling in sick.

- Good communication and discussion are encouraged.
- Clear description of absences you don't get in trouble for, like Mass. Earned Sick Time, FMLA leaves, Small Necessities Act absences, doctor appointments with enough notice, etc.
- Clear description of discipline steps for absenteeism.
- After a year with no further problems, attendance discipline is inactive going forward.

Bereavement – Two people are added to the list of relationships you get bereavement time for: significant other like a spouse, and pregnancy loss.

What's Else Affects Your Paycheck

Forced cancelling: SHARE employees can only be force cancelled on their budgeted "core" hours once per year. Managers will try to find alternative work to float the person if they don't want to be cancelled. (See "Cancellation of Work Hours" for the order that cancelling should happen.)

Meal Breaks: Meal periods (half hour) must be paid if they are interrupted, you have to stay on the premises, or carry a beeper.

Work Breaks: You should usually get two 15-minute breaks. The prohibition about combining work breaks with meal breaks has been removed from the policy.

Pension: The old defined benefit pension is protected going forward (for those people who already have it).

Shift differentials: Incentive shift diff – you get the higher diff if your department asks you to stay past your scheduled shift, or if your department asks you to work a different shift.

Health Insurance: SHARE employees who are budgeted for 36-39 hours per week, will pay the less expensive premium share for 40-hour employees. (There's no other change to the health insurance plans for SHARE members.)

Release Time for Union Meetings and Trainings, so elected SHARE leaders can be paid for some union meetings.

Preceptor pay: Preceptor pay (an hourly differential for training a co-worker) is not required, but if departments want to pay it, they will be able to.

Union Dues: Everyone needs to sign a SHARE membership card, after we have ratified the contract. The SHARE dues will start on December 1, 2019, with the 2nd year raise. Please see the FAQ on Dues for more info.

Who is in SHARE?

Employees in SHARE titles with 8 or more budgeted hours are eligible for the SHARE union.

Per diem employees – Per diems who work 16 hours per week or more over a 6-month time period (not counting time covering for vacation or FMLAs) will now have a process for getting into a benefitted budgeted hours position. Going forward, per diems will not be in SHARE. Per diems who were eligible to vote in the SHARE election can be grandfathered in as SHARE members.

Miscellaneous

CARE Time: Floater holidays are made more clear in the contract – 2 floaters for employees with less than 3 years, 3 floaters after 4 years, 5 floaters after 5 years.

New civility and standards of respect policy

Restoration: Unfinished Business

The SHARE Negotiating Team, supported by SHARE members, worked hard to get back as much as possible of things that have been cut in the past. Management came to understand that restoration is important to us. Getting back the daily over-time is a huge step forward on the path toward restoration. We will continue to negotiate to restore these in future contracts: the nights, weekend and evening differentials, and the 403B retirement contribution from the hospital.

The Full Contract Language

This is a summary of the most important changes. If you want to read the actual contract language, keep your eyes open for an email with a link to the full contract language. At this moment we are still ironing out some details with management, but we'll let you know as soon as it's ready to see.

Questions?

In the next two weeks we will be having information meetings to give you more information and answer any questions.

Hospital Cafeteria

Tuesday 7/30

7:15-8:30 AM

12-1:30 PM

5-6:30 PM

Thursday 8/1

7:15-8:30 AM

12-1:30 PM

5-6:30 PM

Monday 8/5

7:15-8:30 AM

Wednesday 8/7

12-1:30 PM

5-6:30 PM

Friday 8/9

12-1:30

Southborough

Wednesday 7/31

12-1:30 PM

Monday 8/5

12-1:30 PM

You can also contact us at:

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