

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**THE UNIVERSITY OF MASSACHUSETTS
MEDICAL SCHOOL**

AND



**STATE HEALTHCARE AND RESEARCH
EMPLOYEES/AFSCME**

FOR THE PERIOD

July 1, 2013

through

June 30, 2016

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Preamble

The purpose of this Agreement is to set the course for the future relationship between the union, SHARE, and the employer, the University of Massachusetts Medical School.

SHARE's goals center on the following themes: the Union cares about improving its members' standard of living, and creating a secure work environment. SHARE employees want participation in decision-making at UMMS and to make sure that learning is part of every adult's worklife. We believe that every person should be treated with kindness and respect. And SHARE has a vision of UMMS as a caring and cohesive community with strong connections to the broader community outside our walls.

UMMS' goals center on the following themes: the Medical School, as a prominent academic institution, seeks to increase research programs, to foster and support programs of national distinction while maintaining the financial stability of the School. The Administration seeks an ever-improving standard of excellence in medical education, and in the quality of the students, teachers and researchers that the School attracts and expects its employees, at all levels, to adhere to the highest level of professionalism.

Throughout these negotiations, we have come to believe that both sets of goals are important and achievable. For example, if we want researchers and students to choose us, we must create a community that people want to come to and where they want to stay once they get here.

In this Agreement, we have replaced adversarialism with a problem-solving approach. We expect of each other and of our whole community, both professionalism and civility. By this Agreement, we are assuming mutual responsibility for the well-being of our workplace community.

Civility

It is our agreed-on standard that our daily work environment be one in which every member of our community is treated with dignity, kindness and respect.

Duration

This contract will cover the period between July 1, 2013 and June 30, 2016. Negotiations for the successor agreement will begin no later than February 1, 2016, unless by mutual consent the parties agree to begin sooner.

Medical School Joint Working Group

UMMS and SHARE will convene a joint working group (JWG) to guide and oversee the ongoing union-management relationship.

The JWG will be responsible for overseeing all joint programs and funds to facilitate learning, employee involvement and efforts to improve quality, service and productivity.

The JWG will be comprised of up to five representatives from senior management and five representatives from the leadership of the Union. The JWG will meet every eight weeks or more often by mutual consent.

Implementation Fund

The Medical School has committed \$70,000 toward a joint labor management implementation fund. The purpose of this fund shall encompass joint programs or initiatives to help with training needs for institutional objectives and areas of mutual interest to the Medical School and Union. This construction of the fund shall supersede all other verbal and written agreements relating to the fund.

Psychiatry Working Group

As part of the negotiations for this Agreement, a small team of union representatives and management representatives met to discuss issues relating to UMMS' psychiatric units. Issues discussed included: scheduling, patient and staff safety, and learning and training for staff.

SHARE and UMMS agree to set up an ongoing joint Psychiatry Working Group to address these and other issues of mutual concern in the psychiatric units.

Wellness and Sick Time

SHARE and UMMS will create a joint Wellness and Sick Time Task Force to promote good health in the workforce, and to explore alternatives to the current system of accruing sick days.

The Task Force will look at issues of sick time use and accrual, maternity leave, paternity leave, adoptive leave, the workers' compensation program, and illness and injury prevention. It will study workplace health improvement, and look at other organizations' efforts at reducing health-related costs by improving worker health.

The goals of the Task Force are:

To develop a mutually agreed upon method for accruing sick time; and

To develop a wellness program to reduce illness and injuries that could generate savings through reduction in sick time use, in workers' compensation injuries, and in health insurance premiums.

The Task Force will consider the idea of creating an employer-paid short term disability plan for SHARE members in exchange for a reduction in the number of sick days and/or holidays that employees accrue.

The Task Force will consist of SHARE representatives and management representatives with appropriate expertise. The Task Force will set up programs and implement them.

Union-Management Problem Solving

Guiding Principles

This article outlines a process for responding to and fixing problems in the workplace. This process may be utilized to appeal disciplinary action, to grieve violations of the contract, to address concerns about university and departmental practices and policies, or to help fix issues which are seen as problems at work.

Open, kind, and respectful communication is essential to finding mutually acceptable solutions. Through this agreement, SHARE and UMMS seek to build a relationship that supports fairness and creativity in fixing problems using non-adversarial and informal steps when possible.

Workplace problems are best solved locally and as early on as possible. When they are not, union-management pairs trained in problem solving and conflict resolution can help. The process should be flexible and expeditious. The problem solving teams will set a time frame appropriate to the case and will involve both parties throughout its duration.

When the union and HR are engaged as problem-solving partners with an employee and supervisor, we will help find and implement resolutions together in the hope of creating a better workplace for everyone. An employee may choose to end this process at any time and advice from the union is always available to decide if next steps are necessary.

To respect the privacy of individuals, details of a case will only be shared with those who are needed to help resolve the problem.

Problem Solving Teams

The Problem Solving Team (PST) will consist of representatives from SHARE and representatives of Human Resources and/or management at UMMS and Commonwealth Medicine. There will be at least one union representative and one management representative familiar with the Psychiatry Units.

The Problem Solving Oversight Team (PSOT) will consist of an equal number of representatives from SHARE and Human Resources and/or management at UMMS and Commonwealth Medicine. In addition to serving as a step after the PST in problem solving, the PSOT is also responsible for overseeing, monitoring and analyzing the joint problem solving process over time. SHARE and UMMS will consult with each other about who to appoint to the PSOT.

PST and PSOT members will be jointly trained in the problem solving process and in problem solving skills including consensus building, joint fact finding, problem identification, and conflict resolution. We will also jointly provide training for employees and supervisors in how to solve problems informally, as well as how to use the problem solving process.

Because most of the problems will be solved locally in Steps 1 and 2, UMMS recognizes the importance of having skilled members of the bargaining unit participate as problem-solving partners. We will commit to train and support this group of employees who are making an extra effort to better the workplace community. Union representatives involved in problem solving will be granted a reasonable amount of release time. Requests for release time shall be made in advance and shall not be unreasonably denied.

The Problem Solving Process

Step 1: Informal Employee and Supervisor Discussion

When an employee has a problem at work, he/she should generally address it directly with the supervisor and they should attempt to resolve it as quickly as possible. Both parties are encouraged to consult with representatives from SHARE and HR when needed to help resolve an issue.

If this informal process does not lead to resolution of the problem within a reasonable amount of time, the problem may be referred to the union-management Problem Solving Team.

Step 2: The Problem Solving Team (Employee, Supervisor, and Union-Management pair)

When Human Resources and SHARE representatives are working jointly with the parties to help find a solution, a problem-solving case will be considered at Step 2. This step often takes more than one conversation and may involve other people (for instance, a higher level manager in the chain-of-command, DEO, EAP, etc), alternate resources or dispute resolution processes. If this process does not lead to resolution of the problem within 4 weeks, it can be referred to the union-management Problem Solving Oversight Team (PSOT).

Step 3: Problem-Solving Oversight Team (Employee, Supervisor, PST pair, and Union-Management pair from the PSOT)

An employee wishing to refer a problem to the Problem Solving Oversight Team shall notify the Union who will notify the office of Labor and Employee Relations in writing.

The Union and UMMS agree that in some cases it may be necessary to start at this step in order to expedite the process. The PSOT pair may decide that it is appropriate for a high level managerial employee to also be involved in hearing the case but they should jointly investigate as a pair and UMMS will then put their recommendations in writing. In the rare case that this process does not resolve the problem within 4 calendar weeks, the Union may decide to submit the problem to mediation or arbitration.

Step 4: Mediation/Arbitration

To be taken to step 4, a case must (a) be determined by the Union to be sufficiently serious, and (b) involve a violation of our labor-management Agreement. The parties will choose whether to use mediation or arbitration. We will jointly select a list of mediators and/or arbitrators and equally share costs.

Appeal of Disciplinary Action

In cases where an employee uses the problem-solving process to appeal disciplinary action, the process will begin at step 2, except for cases involving terminations which may begin at later steps. Such cases should normally be submitted to the union within 3 calendar weeks of the disciplinary action.

Employees involved in disciplinary action or investigative meetings are encouraged to exercise their right to have union representation with them during these conversations.

Problem Notification

Because problems are more easily solved earlier in the process, the problem-solving teams will share information and think together about an issue to generate creative solutions. UMMS will also notify SHARE of cases involving egregious infractions, when skipping steps in the disciplinary process, or when employees refuse union representation.

Orientation

The Union will be allowed time at new Employee Orientation to meet new employees, make a presentation about the Union, and give out Union membership cards. New bargaining unit members will be released from work for a reasonable amount of time for Union training.

Introductory Period

The introductory period is a time for the manager and employee to figure out whether there is a good fit between the job needs and the employee. During this period, employees are represented by SHARE. The introductory period for new hires will last six months from the date of hire and three months for transfers. During that time, communication and feedback between the supervisor and the employee should be consistent and intended to help the employee succeed in the job. It is advisable to have a performance review half-way through and at the end of the introductory period.

If there are problems with a new employee during the introductory period that are not resolved by discussion, the employee and the supervisor are encouraged to seek help from the Union and Human Resources.

Affirmative Action and Non-Discrimination

Section 1.

UMMS and the Union are committed to providing equal employment opportunity.

Section 2.

UMMS is an equal opportunity, affirmative action employer. In order to comply with applicable federal and state laws, the parties agree that there must be no discrimination based on race, color, creed, religion, age, sex, genetic information, sexual orientation, gender identity and expression, pregnancy/childbirth/family care status, national origin, ancestry, disability or veteran status and that no employee shall be subjected to harassment, including sexual harassment.

Section 3.

Any SHARE member with questions about any type of discrimination occurring at work is encouraged to bring the issue to the attention of the responsible manager and/or the Equal Opportunity Office. Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination if they: (1) File a complaint with the organization or an outside agency (such as MCAD, the Massachusetts Commission Against Discrimination, or the EEOC, the U.S. Equal Employment Opportunity Commission); (2) assist or participate in an investigation by either the organization or an outside agency; or (3) exercise any rights protected by state/federal law or its implementing regulation.

Section 4.

The parties agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people based on any of the above factors, specific positive and aggressive measures must be taken to redress the effects of past discrimination and to eliminate present and future discrimination. Therefore, the parties recognize the need for positive and aggressive affirmative action.

Section 5.

All members of the UMMS community are expected to act in accordance with the spirit of this policy, as well as the requirements of the law.

Section 6.

Any charges of discrimination in violation of this Article made by an employee shall be subject to UMMS' Equal Employment Opportunity grievance procedure. A SHARE member may request the help of a SHARE representative in this process (similar to any other situation in which a SHARE member requests the help of a union rep). The union-management Problem Solving Team may also provide assistance. Any disciplinary actions taken against employees shall be subject to either UMMS' Equal Employment Opportunity grievance procedure or union-management problem solving but an employee may not use both the Equal Employment Opportunity grievance procedure and the final

step of the union-management problem solving process. Additionally, an employee who chooses to pursue a claim in court, at the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission or some other administrative forum, may not also take the union-management problem solving process to the final step.

Performance Evaluations

We agree that annual performance evaluations should be used to foster communication between a supervisor and an employee, for mentoring, growth and learning. To this end, UMMS and the Union agree to jointly explore and implement mutually agreeable ways to improve the performance evaluation process. The following form shall be used unless a modification is agreed to by the parties:

University of Massachusetts Medical School PERFORMANCE REVIEW FOR SHARE EMPLOYEES

Annual performance evaluations should be used to foster communications between a supervisor and an employee, for mentoring, growth and learning

Employee	ID #	Review Date FROM:	TO:
Title	Job Grade	Department/Division	

Please attach additional paper if necessary for any section.

PERFORMANCE STANDARDS: Review the employee's current job description and evaluate the employee's performance during the review period based on the criteria below. Please specify "Comments".

DEFINITION KEY:

Outstanding:	Performs with unusual distinction, far exceeds expectations, may show special talent or ability.
Exceeds:	Gives extra effort and produces results beyond expectations and requirements. If new to the job, learning process exceeds expectations.
Successfully Met:	Consistently meets expectations and requirements. If new to the job, learning progress equals expectations.
Needs Improvement:	Makes contributions which have value, but has problems consistently fulfilling responsibilities. If new to the job, has shown little or no progress in learning.

Overall

Performance: ___Outstanding ___Exceeds ___Successfully Met ___Needs Improvement

A. Major Job Responsibilities:

B. Supervisor's Comments:

How well does the employee meet these responsibilities?

How has the employee done in meeting goals set previously?

Comment on the following general areas where applicable to the employee:

1. Quality/Quantity of Work (Work is accurate, thorough, presentable, on time)

2. Organizing Work (Employees knows what has to be done and does it. Planning, organizing and problem solving skills. Efficiency and ability to follow through)

3. Job Knowledge/Skills (understanding of work methods, policies, procedures and equipment. Use of work knowledge to complete assigned tasks. Ability to adapt to new or difficult procedures and/or changes. Compliance with safety and quality assurance procedures. Cost efficiency/adherence to budget)

4. Interpersonal/Team Skills (Maintains good working relationships with other employees and supervisors. Works effectively as a member or leader of a team. Helpful and courteous internally and externally. Communicates effectively. Has satisfactory attendance)

C. What should the employee learn/take on/achieve/or do differently in the next year?

D. If the supervisor checked off “needs improvement” as overall performance, what should employee do to improve his/her performance?

E. Employee’s Comments:

**Employee's
Signature** _____
Date _____

**Department Head's
Signature** _____
Date _____

**Supervisor's
Signature** _____
Date _____

**Received by Human Resources
(Signature)** _____
Date _____

Distribution: Original to Human Resources: Copies to Department, Division, Employee

Inclement Weather

The Union and UMMS recognize that in the case of bad weather or other hazardous conditions, some functions of the Medical School must be maintained. Employees not involved in those functions should be allowed to stay away from work, for reasons of convenience and safety.

Departments that cannot simply close need a plan for staffing coverage. In order to determine who must come to work in these cases, employees shall be designated as “essential” or “non-essential” by their department head. Any disagreement about an employee’s designation should be discussed by the employee and the department head, who may ask for help from the Union and/or the Office of Labor and Employee Relations if agreement cannot be reached.

When the Chancellor or his/her designee excuses non-essential employees with pay (i.e., employees are not expected to use accrued time), essential employees who report to work will receive compensatory time, in addition to their regular rate of pay, for all hours worked. An employee who is out on previously authorized vacation, sick time, or personal time will not be granted excused time instead.

Time Offset Option

Employees who are excused from job duties due to inclement weather may, at their discretion, workplace conditions permitting, choose to make up the lost time, instead of using their own earned time. The time missed due to the weather event can be made up in a single instance or in increments, and must be worked within the same pay period as the event.

Disciplinary Action

1. Problem Identification

Employees and supervisors are encouraged to avert potential problems through informal discussion. Such discussions should take place before initiating disciplinary action. If the problem is not satisfactorily resolved by informal discussion, it is recommended that the parties consult a representative of the Union and/or of the Office of Labor and Employee Relations.

2. Principles Governing the Disciplinary Process

- A) No employee who has completed their six month introductory period shall be disciplined without just cause.
- B) Union representation is available to an employee at any point in the process. Choosing to involve a union representative cannot elevate the stage of discipline.

- C) When disciplinary action is necessary, it should be progressive and initiated reasonably quickly. Progressive disciplinary actions may include, but are not limited to: verbal reprimand with notation to the personnel file, written reprimand, suspension without pay, demotion and discharge.
- D) An employee suspected of serious misconduct may be placed on “investigatory suspension”, pending a review or investigation of the situation. Investigatory suspensions are paid suspensions and union representation during investigational interviews is encouraged. Written expectations of conduct while on paid leave will be provided.
- E) Every disciplinary action should be used to seek resolution of the problem. More serious disciplinary action should only happen after there is a genuine attempt to resolve the issue.
- F) The amount of time between disciplinary 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 as specifically noted in the discipline. 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 discipline can be bypassed. In such a case, the union-management Problem Solving Team should be notified.
- I) In general, managers should give employees enough notice of investigational interviews or disciplinary meetings for them to arrange for union representation.
- J) Employees may appeal disciplinary action through the problem-solving process.

Work/Learning

SHARE supports the mission of the University to “make UMMS known as the employer of choice, to nurture a culture of feedback, coaching and development and to attract and retain diverse talent.” In order to achieve these results, UMMS recognized that lifelong learning initiatives needed to be established internally and valued as an organization.

Workers here are highly committed to the mission of the medical school to serve the people of this state well and to achieve national distinction in the areas of health sciences

education and research. SHARE and UMMS recognize that as the institution grows in its world-wide importance, it is critical that the workforce, at all levels, be highly trained and fully engaged in this mission. We must not only be actively bettering our work here, but we must place a value on bettering the community around us in order to sustain a dedicated, compassionate and skilled workforce into our future. To this end, SHARE and UMMS agree that participation, learning and career development will become a daily focus for employees.

Internal training

Opportunities for Workplace Learning are widely available to employees through University sponsored classes and workshops. Classes are available for employees and managers to learn both hard and soft skills. Managers are encouraged to provide release time for employees, for the purpose of furthering their workplace education through internal and external offerings. Learning that happens on release time does not have to be current-job related but should be related to the skills sets needed in the job family. The employee, his/her supervisor and coworkers should work together to make participation happen so that no one is unreasonably denied. SHARE will work with providers to help continually improve upon content and usage of University sponsored classes.

Release Time

The Medical School proposes that a working group be formed to consider release time for volunteerism in the community and how to form a mentorship network for job training as topics of concern. The working group may consider use of the implementation fund to help implement objectives identified by the working group.

Career Development

Career planning: At the request of an employee, UMMS HR will assist in career planning. This planning will include an assessment of interests and skills, an overview of the job family and available positions, help with interviewing skills, resume writing, educational and mentoring opportunities. 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.

In order to make career pathways and future training needs more apparent, UMMS will publish a list of job titles and grades according to job family with minimum qualifications listed for each.

Internal preference: Internal applicants, especially layoff candidates, should be given preference for hiring when the decision is between equally qualified internal and external candidates, bearing in mind considerations of affirmative action. SHARE and the University agree that internal placement and promotional opportunities are important for employee development. To that end, SHARE and the University will track internal promotions against appropriate benchmarks.

Joint Work/Learning Committee

SHARE and UMMS will appoint members to a joint Work/Learning Committee to:

1. Identify and facilitate career development, training and learning opportunities for SHARE members based on their interests and needs
2. Identify and promote areas for employee development that support the interests and needs of the University and of specific departments
3. Monitor and support the implementation of this Work/Learning article, including specifically:
 - Identifying training needs
 - Figuring out how to make the most of the resources we have for training
 - Jointly exploring options for additional funding
 - Removing barriers to employee participation in training and education
 - Strengthening career development support
 - Tracking promotions, transfers and new hires
 - Discussing the role of internal posting and internal preference, as well as seniority, preference and recall process for people who have been laid off
 - Exploring additional ways to support professional development for SHARE members, for example sponsoring membership in professional organizations, paying fees for appropriate conferences or seminars, reimbursing the cost of online job-related classes not available at UMMS, etc.
 - Making information about jobs, job descriptions, and job families available to employees

The committee will meet within 30 days of execution of the contract, and at least once every 2 months for a year. After that we will determine whether/how often we will continue to meet. A labor-management pair will act as co-chairs and jointly plan meeting agendas in advance.

The committee will begin by reviewing the current state of Work/Learning at UMMS, using data from the SHARE Contract survey, the Mentoring survey, and the Diversity Engagement survey, and will take advantage of the expertise of HR Training and HR Talent. The committee will be trained in the Lean processes, and will consider seeking the help of a Lean coach to facilitate our work together.

Tuition Assistance

Online courses are covered under the current tuition policy. Any future improvements made to the tuition assistance policies will also be applied to SHARE.

Work/Family

SHARE and UMMS care about the work community and recognize that balancing work and family life has become increasingly more difficult. Serious personal illnesses, spouse's job loss, childcare issues, maternity/paternity/adoptive leave, flexibility in scheduling, and eldercare are some examples of how family life sometimes competes with work life. SHARE and UMMS have been successful at working together as thinking partners when these situations have arisen so that employees can remain working as long as possible or gain the support to withdraw from the workforce with dignity when necessary. It is our intention in this contract to continue this working relationship by case managing these situations with employees, department managers, and Labor and Employee Relations and to expand upon our knowledge of local resources. Managers and employees are encouraged to seek advice from the Union or UMMS as early in the process as possible.

Childcare

The care of children and elders is increasingly recognized as an issue affecting the workplace.

Maternity, Paternity and Adoptive Leave: A 12 week FMLA leave period is provided for birth and adoptive parents with assurance of return to the same position. While on maternity leave, a birth mother may use up to 8 weeks of accrued sick time as well as any accrued vacation, personal, compensatory or holiday compensatory time. While on paternity or adoptive leave, an employee may use up to 15 accrued sick days and any accrued vacation, personal, compensatory or holiday compensatory time. An additional unpaid leave of absence may be granted.

Childcare & Adoption Subsidy:

For each year of this Agreement, UMMS will contribute \$85,000 to be used for either:

- A subsidy at a licensed child care center; a licensed family provider; an afterschool, vacation camp, snow camp or summer camp program that is licensed according to the requirements of the Office for Children; or for a person who cares for the child at home and provides a Social Security or tax number; or
- A subsidy for the purpose of providing adoption assistance for legal adoptions to an employee in the bargaining unit.

Monies remaining as part of a balance in the fund will be carried over from one year to the next with the goal of a set aside to be created for adoption resources.

Childcare subsidies will be awarded to employees in amounts inversely related to household income and in accordance with financial need. UMMS and SHARE will jointly select an administrative agency to receive subsidy applications and make awards.

Eldercare

UMMS agrees to continue to provide information about elder care services through its Employee Assistance Program (EAP).

Sick Time Use

Use of sick days: An employee may use up to 15 sick days a year for the care of ill dependents, spouse or domestic partner, or parent of the employee, spouse or domestic partner.

In order to ensure the efficient functioning of all departments, the Union and UMMS agree that employees must use sick time only for health-related reasons: for example, when the employee is sick, or must care for a sick immediate family member or a member of the employee's household.

Should a supervisor believe that the use of sick time by an employee is problematic, either because of the quantity or pattern of use, the supervisor will first speak with the employee about the problem. If the situation cannot be resolved informally, the supervisor or employee may choose to seek assistance through the problem solving process.

Sick Leave Bank

SHARE members will continue to be eligible for membership in the Sick Leave Bank.

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 job sharing.

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.

Work Security

UMMS has a good track record in work security. In the past, management has taken a problem-solving approach to the task of keeping members of our workplace community employed. This Agreement is designed to continue in that problem-solving vein, now involving the union and its members. In addition, this Agreement recognizes that the Medical School must grow in order to flourish. To that end, we know that growth brings change, and that change can represent opportunity as opposed to a threat when it takes place within a work environment where there is a commitment to the security of workers.

In this Agreement, our goal is to find alternatives to layoffs whenever possible and, when a layoff must occur, to provide help and support to the employee with finding a comparable position if one is available. The employer has placed employees facing layoff in other available positions whenever possible in the past and will continue this effort. Also, the employer is committed to sharing information early in the process so the union can propose alternatives to layoffs.

Layoff as a Last Recourse

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, with thirty days being the minimum notice.

The employer and the union will meet to determine if layoffs can be avoided. Considerations will include, (but are not limited to) alternative proposals for cost-saving, seeking volunteers for layoffs, and reducing “non-benefited” positions.

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

In cases of potential job loss, the union and the employer will work collaboratively to prevent layoff.

The employer, through the Human Resources Department, will help an employee facing layoff with resume writing or re-writing, offer help for improving interviewing skills, and give reasonable time away from work for interviews.

Employees being laid off should provide HR with an updated resume prior to leaving. Employees should make an effort to check in weekly with the appropriate employment specialist to ask about postings. Specialists will provide consultation for jobs suitable for laid-off employees when asked and will apply for them upon request per position while jobs are still internal postings.

Internal Preference

Workers facing layoff will be given internal preference for one year for posted positions for which they are qualified. In some circumstances, posting may even be waived.

Training and Temp Work

We are making this Agreement during a time of expansion for the Medical School, especially in the area of research. The employer and the union agree to explore training possibilities on a case-by-case basis in the event of a potential layoff. On-the-job training as well as training offered by the institution will be explored, as well as skill-building offered by other local educational institutions.

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

Employees who are laid off will receive severance unless they are funded by a grant or a contract that does not provide for severance. 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. Laid off employees shall remain on a recall list for a period of one year.

The parties will jointly work out details of layoffs as the occasion arises. If an employee is facing layoff due to the end of a grant or contract that does not provide severance, a joint ad hoc committee will review this issue and other issues and explore alternatives to layoff.

Health and Dental Insurance

UMMS and each covered employee shall be responsible for paying their respective percentage of monthly premiums for health insurance as established by the Group Insurance Commission (GIC) and/or enacted by the Legislature. UMMS will include SHARE bargaining unit members in UMMS' non-unit dental plan. SHARE will bring input from SHARE members to discussions with UMMS in searching for ways to improve the current dental plan.

Recognition of SHARE

The University of Massachusetts Medical School (UMMS) recognizes SHARE as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for full or part-time UMMS employees working twenty hours per week or more, as listed in the petition filed at the Massachusetts Labor Relations Commission SCR 2228, at the following locations

- a) Main Campus at 55 Lake Avenue North, Worcester which includes the hospital, the school, the Benedict Building, Power Plant, Anderson House, the Farmhouse, Biotech I, II, and IV, the Lazare Research Building, the Shaw Building and any building considered to be Main Campus;
- b) Westboro State Hospital, Psych Rehab Unit;
- c) Worcester State Hospital, Bryan Building;
- d) Worcester City Campus;
- e) Fitchburg Family and Community Medicine;
- f) Glavin Center;
- g) South County Pediatrics;
- h) Leominster Hospital;
- i) Auburn Site, 11 Midstate Drive, Auburn
- j) Warehouse on Franklin St;
- k) Fallon Site;
- l) Flagship Bank;
- m) 275 Belmont St.;
- n) Higgins and Chang buildings and the Machine Shop on the Shrewsbury Campus
- o) 333 South Street, Shrewsbury

but excluding supervisors, and all managerial, confidential, and temporary/casual employees within the meaning of Chapter 150E of the Massachusetts General Laws, part-time employees who work less than twenty hours per week, students, and all other employees of UMMS.

Rolling Recognition for New Worksites: UMMS agrees to recognize SHARE as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for full or part-time UMMS employees working twenty hours per week or more, at any new worksite within the UMMS campus (see map of campus). UMMS will recognize SHARE at any new, off-campus worksite, by building, so long as SHARE can establish to the satisfaction of UMMS that a majority of the employees in the UMMS building who share a community of interest with other employees in the SHARE bargaining unit wish to be represented by SHARE. To this end, UMMS and SHARE agree to establish guidelines for a recognition procedure on a case by case basis.

The UMMS and SHARE acknowledge that as the medical school grows and changes programs and employees may move. In order to manage this dynamic the parties agree that effective upon ratification if departments containing SHARE positions are moved to

sites that are not listed in the union locations listed above, the position will remain in the union even if the incumbent vacates the position. In addition, if a department containing SHARE positions is moved to a site not listed in the union locations listed above, then any new positions, listed in SCR 2228, which are created in the program will be SHARE positions.

Union Security Dues/Agency Fee Checkoff

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

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

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

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

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

We agree that UMMS assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and that the Union will indemnify and hold UMMS harmless for any claims or proceedings by any employee(s) with respect to this Article.

Successor

This Agreement and recognition of SHARE shall be binding on any successor employer(s) of UMMS.

Contracting Out

If the Employer is considering contracting out any work normally performed by SHARE bargaining unit members, the Employer shall notify the Union. Union and management shall meet to discuss alternatives to contracting out.

When contracting out is contemplated which could result in a layoff, prior to its implementation, the parties will convene an ad hoc joint labor/management committee. The committee shall, within a reasonable amount of time, develop and recommend alternatives.

No Strike/No Lockout

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

Management's Rights

UMMS, except as otherwise limited by a specific provision of this Agreement, retains all its rights to administer the Medical School as it has in the past.

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.

Savings Clause

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

Direct Deposit

UMMS requires that all employees receive their paychecks by direct deposit, e.g. their net salary checks will be sent electronically to an account or accounts selected by each employee.

Employer Provision of Information

UMMS will provide SHARE with a list quarterly of positions where there was a change in grade within the bargaining unit. UMMS will provide SHARE with a list monthly of SHARE employees who have transferred out of the bargaining unit, including the SHARE department and job title.

Overtime

Monday-Friday, day-shift-only departments:

Employees in these departments shall be compensated at the rate of time and one-half their regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week. Effective 1/1/2015, if sick leave, vacation time, holiday compensatory time or personal time is used in the same work week, it shall not be considered as time worked for the purposes of calculating overtime compensation. Holidays shall be considered time worked for the purpose of calculating overtime compensation.

It is the intention of the parties that employees in these departments should not generally be forced to work overtime. If a particular department requires the use of forced overtime, the parties will meet to discuss the matter.

Departments with weekend shifts, evening shifts or night shifts:

Employees in these departments shall be compensated at the rate of time and one-half their regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week. For employees in these departments, holidays, vacation time, holiday compensatory time and personal time shall continue to be considered time worked for the purpose of calculating overtime compensation. Sick time shall not be considered time worked for the purpose of calculating overtime compensation.

Employees in these departments shall continue to be compensated at the rate of time and one-half their regular rate of pay for authorized overtime work performed in excess of their regularly scheduled shift, as long as that shift is at least 8 hours.

These departments are: Animal Medicine, Psych Continuing Care Units, and Public Safety.

Review of effect of overtime rules:

UMMS and SHARE will convene a joint committee to study the effect of this Overtime article on departments and employees, in both kinds of departments. If there are concerns on either side, the parties will discuss them. (See also Side Letter on Overtime and UMMS Finances.)

Shift Differentials

Effective the first pay period in January 2011 (January 2, 2011) UMMS will adjust the shift differentials for eligible employees to the following levels:

Evening Shift (As currently outlined by UMMS policy)
\$1.75/hour

Overnight Shift (As currently outlined by UMMS policy)
\$2.50/hour

Weekend Shift (As currently outlined by UMMS policy)
\$.75/hour

Effective the last pay period in June 2012 (June 17, 2012)
\$1.00/hour (As currently outlined by UMMS policy)

Employees rendering service on a weekend shift which coincides with an evening or overnight shift will receive those differentials in addition to the weekend differential provided.

In the event that UMMS increases shift differentials during FY13 for other employee groups, SHARE and UMMS will meet and discuss the topic of increases to shift differentials for SHARE unit members

Shift Worked	Effective January 2nd 2011	Effective June 17th 2012
Evening	\$1.75	\$1.75
Overnight	\$2.50	\$2.50
Weekend	\$0.75	\$1.00
Weekend+evening	\$2.50	\$2.75
Weekend+overnight	\$3.25	\$3.50

Vacation Time Accrual Caps

Vacation accrual caps will be reduced from 320 hours to 280 hours on or after 11/1/14, and then to 240 hours on 4/1/15. Employees with vacation accruals above the cap will be paid the hours in excess of the cap at their current rate of pay.

Employees who request vacation time with proper notice, are denied the time, and then exceed their cap, will be paid the value of the time that they would have accrued had the request been granted.

Saving vacation time to use for Family Medical Leave:

An employee who has accrued at least 5 weeks of vacation time and 5 weeks of sick time and has exhausted the 5 weeks of vacation time and 3 weeks of family sick time while on an approved Family Sick Leave, will be allowed to use an additional 2 weeks of sick time (if available) as family sick time.

Sick Time Accrual Caps

For all employees in SHARE hired on or before 11/1/96 sick time accruals will be capped at 960 hours effective January 1, 2007. The following guidelines will apply for any employee in SHARE who has accrued more than 960 hours of sick time:

- All accrued sick time will be placed into their personal Sick Retirement Bank;
- The employee will be awarded 120 hours of sick time, prorated for part time employees, for use during the calendar year;
- If an employee should have one or more illness that require more than 120 hours of sick time during a calendar year, the employee may access his/her Sick Retirement Bank;
- Every subsequent January if an employee's sick Retirement bank is more than 960 hours, the employee will be awarded 120 of sick time, prorated for part time employees, for the calendar year.
- Employees will begin to accrue time as normal under HR policy when their Sick Retirement Bank has fallen below 960 hours.

Personal Time

All current SHARE members shall remain at 3 personal days consistent with the Personal Time Policy (06.01.08) dated 9/22/10. All new employees hired as of 10/1/14 will receive 2 personal days, consistent with the Personal Time Policy (06.01.08) dated 7/14/11.

Wages

June 30, 2013	<p><u>Grid Movement</u>: Grade minimums and maximums increase 1.5%</p> <p><u>Hourly raises</u>: higher of \$0.35 or 2%</p> <p><u>Structural Increase</u>: Adjust the pay of anyone falling below their structural level (see Note #8 below about structural increases)</p>
June 29, 2014	<p><u>Grid Movement</u>: Grade minimums and maximums increase 1.5%</p> <p><u>Hourly raises</u>: higher of \$0.50 or 2%</p> <p><u>Structural Increase</u>: Adjust the pay of anyone falling below their structural level (see Note #8 below about structural increases)</p>
June 28, 2015	<p><u>Grid Movement</u>: Grade minimums and maximums increase 1.5%</p> <p><u>Hourly raises</u>: higher of \$0.40 or 2%</p> <p><u>Structural Increase</u>: Adjust the pay of anyone falling below their structural level (see Note #8 below about structural increases)</p>

1. Those falling below the minimum will be brought up to the new minimum after the grids move but before the raises take effect.
2. “Performing” is the category for those receiving ratings equivalent to Meets, Exceeds or Outstanding on their yearly or introductory period performance reviews. “Non-Performing” is the category for those receiving ratings equivalent to Does not Meet or Needs Improvement on their yearly or introductory period performance reviews.
3. HR will conduct one-over-one reviews of all Non-Performing and Outstanding ratings.
4. For those receiving Non-Performing ratings, raises may be withheld subject to one-over-one review with HR and the union problem-solving process (see side letter).
5. A new employee who is on the payroll as of the effective date of the general wage increase will receive a 1.5% increase to base as of the first Sunday of the next full pay period following satisfactory completion of the 6 month introductory period.
6. Any increases that exceed the maximum of the grade will be awarded as a lump sum.
7. In order to be eligible for the increases and/or lump sums as set forth in this Article, the employee must be employed by UMMS on the effective date of the increases and on the day the increases and/or bonuses are paid to members

of the bargaining unit. (See MOA on Missing a Raise because of the Timing of a Transfer.)

8. Structural Increases: Immediately following the administration of the raises outlined above, members of the bargaining unit who have provided five years of service to the Medical School and continue to have satisfactory performance* and are not presently at the 25th percentile of their current grade will be adjusted to the 25th percentile of their grade. Members of the bargaining unit who have provided ten years of service to the Medical School and continue to have satisfactory performance and are not presently at the midpoint of their current grade will be adjusted to the midpoint of their grade. Members of the bargaining unit who have provided fifteen years of service to the Medical School and continue to have satisfactory performance and are not presently at the 75th percentile of their current grade will be adjusted to the 75th percentile of their grade. The maximum structural increase per year shall be 5%.

* Satisfactory performance will be indicated by two or more years of successive performing ratings on annual evaluations. Unsatisfactory reviews which have been revised by the union-management problem solving process will be considered on a case by case basis for any structural increases.

9. At the time of the 2015, 2016, and 2017 raises, employees with an Exceeds rating will receive an additional \$100 lump sum, and those with an Outstanding rating will receive a \$250 lump sum.
10. It is understood by UMMS and SHARE that a Department Head may request additional compensation for an employee, including using the Employee Recognition programs, with the approval of SHARE. (Awards up to \$100 are pre-approved by SHARE, and only require notification.) Receiving, or not receiving, an award is not subject to the problem solving process.
11. UMMS and SHARE will jointly review the merit ratings each year to evaluate the impact of the merit program, including the distribution of merit ratings by race, sex, age and grade, and whether the program is meeting its objectives.

Reclassification

Mental Health Counselors I in the Continuing Care Units will be reclassified to grade 13 at the execution of this agreement. Counselors identified shall be eligible for a 5% increase with the reclassification.

The Medical School will create a joint working group to evaluate job classifications and work groups. The team will identify priorities for examination following the execution of this agreement. The Team will examine the Technician title and the classification scheme in place for that title and will create a set of recommendations concerning the classification and compensation for technicians. The working group may consider the development needs and achievement level for technicians in wet and dry lab environments in crafting their recommendations.

SHARE will receive notification of any reclassifications prior to implementation in order to consider other equity issues pertaining to the adjustment. A SHARE member who believes his/her individual job classification should be reviewed at a higher level than their department may continue to utilize the problem-solving process.

On Call Pay

On call pay will remain at its present rate as outlined in Human Resources Policy. An employee called back to work prior to the commencement of their next scheduled shift shall receive a minimum of four (4) hours pay at their regular overtime rate. The call back minimum shall not apply to any employee who called in to start his/her shift early and continues to work that shift.

Uniforms

The Medical School shall continue to issue uniforms and personal protective equipment at the department's expense as required by departmental practice and policy, consistent with the policy on personal appearance. Employees issued work uniforms or personal protective equipment will be responsible for the proper care and maintenance of those items. The Medical School will replace any article of issued clothing which is worn due to normal wear and tear. Departments issuing uniforms or personal protective equipment should develop guidelines for appropriate usage in consultation with SHARE and the staff assigned to such departments.

Parking

Proper parking facilities shall be available to employees with reasonable proximity to their regular work location. The employer shall endeavor to maintain adequate lighting in all parking areas.

The VCAF agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes and the VCAF will inform the Union and all employees prior to implementing any such changes.

Representatives from the Union and the Employer agree to meet and discuss any increase in parking fees which affect bargaining unit members, and shall forward their recommendations for review to the Chancellor and the University of Massachusetts Board of Trustees prior to implementing any such increase.

For the University of Massachusetts:

Robert L. Caret
President

Date

Andrew W. Russell
Interim Chief Human Resources Officer
Human Resources, Presidents Office

Date

For the University of Massachusetts Medical School:

Robert E. Jenal
Executive Vice Chancellor, Administration & Finance

Date

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Dianne Williams, President

Date

Sherry Nguyen, Treasurer

Date

Kathleen Bateman, Secretary

Date

Elisabeth Szanto

Date

Andrea Caceres

Date

Jana Hollingsworth

Date

Kris Rondeau

Date

Kirk Davis

Date

Side Letter on Bilingual Pay in DES

UMMS and SHARE will convene a joint committee to study the question of how best to compensate employees in DES whose job duties require them to speak and/or write in a language in addition to English. The new system will be effective 1/1/2015.

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter on Overtime and UMMS Finances

SHARE recognizes that there are financial pressures on the Medical School, and that it is difficult to predict how those pressures will affect UMMS over the course of this contract. If the Medical School leadership feels that the Overtime agreement in the 2013-2016 contract threatens the financial stability of Animal Medicine, Psychiatry CCU, and/or Public Safety, SHARE and UMMS will discuss it.

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter on FMLA

All SHARE members employed by UMMS as of the date of execution of this agreement shall be eligible for UMMS FMLA policy 06.01.02 last revised 4/30/14 consistent with the Federal Statute. SHARE members with less than 12 months of employment as of the date of execution, shall be eligible for the leave after six months of employment or 1250 hours worked, consistent with current UMMS approval process. Upon reaching 12 months of employment and 1250 hours worked, each SHARE member shall be subject to UMMS FMLA policy 06.01.02 last revised 4/30/14 in totality. Twelve months after the date of execution of this Agreement, all SHARE members shall be subject to the UMMS FMLA policy 06.01.02 last revised 4/30/14 consistent with the Federal Statute.

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter on Missing a Raise because of the Timing of a Transfer

UMMS and SHARE will engage in problem-solving, up to step 3 of the process, for an employee who misses getting an annual raise by transferring in or out of SHARE at the wrong time. For example, if an employee transfers into a SHARE position from a non-union position after the SHARE raise but before the non-union raise, SHARE and UMMS will meet to discuss it.

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter Regarding Employees That Transfer

The University of Massachusetts Medical School (UMMS) and State Healthcare and Research Employees (SHARE), in an effort to provide additional options to problem solving teams addressing issues related to SHARE employees who have transferred to another UMMS SHARE position and who are unsatisfactory in the new position within the three month introductory period, agree as follows:

1. The three-month introductory period may be extended by UMMS up to an additional three months for a total introductory period of up to six months.
2. If so extended, the length of the extension will be determined by UMMS on a case-by-case basis with recommendation from the problem solving team. The terms and period of such an extension shall be expressly defined, documented in writing and agreed-to by the parties. Such extensions will not be subject to further steps in the problem solving process.
3. UMMS may waive, at its option, the six-month waiting period before an employee can apply for other UMMS positions.
4. The terms of this "Side Letter" regarding employees who transfer is not intended to be for universal application. Rather, it is to be used by UMMS and the problem-solving team on a case-by-case basis only.
5. It is expressly agreed by the parties that the terms of this Side Letter are only intended to offer a possible opportunity for an extension of up to three months to the transfer introductory period. If, at any time prior to the expiration of the extended introductory period, the employee fails to maintain a satisfactory level of performance, behavior and attendance as agreed to in the extension, the employee will be subject to immediate termination. All other provisions of UMMS Policy #4008 shall remain in effect.

FOR THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL:

 _____ 11/12/10

Ethan Mutschler Date

Director, Labor and Employee Relations

FOR STATE HEALTHCARE AND RESEARCH EMPLOYEES:

 _____ 11/12/10

Loranne Magoun, President Date

Side Letter on Victims of Domestic Violence

To assist victims of domestic violence in successfully maintaining employment, the University of Massachusetts Medical School (UMMS) and the State Healthcare and Research Employees (SHARE), agree that SHARE employees who are victims of domestic violence may use family sick leave as provided in the collective bargaining agreement between the parties, for the following:

- Finding housing
- Legal meetings
- Court dates
- Arranging for the care of his/her children
- Time spent in a shelter when movement is restricted for safety reasons

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter on Performance Review Parameters

1. Performance reviews are not to be used for disciplinary purposes.
2. Performance reviews shall be based on either the annual or introductory period review.
3. Human Resources shall conduct a one-over-one review on all proposed “Non-Performing” and “Outstanding” reviews. Human Resources has the authority to reject any “Non-Performing” and “Outstanding” review it determines does not comply with the contract, UMMS policies and procedures, or performance review principals.
4. A “Non-Performing” review should not be a surprise to the employee. Evidence of adequate notice to an employee regarding unsatisfactory job performance may support a determination of needs improvement or below.
5. An employee who has received a 0% increase may use the contract’s problem-solving process.
6. A joint management-union committee will review the performance review process and track trends. The committee shall meet at least twice annually on agreed upon dates or as deemed necessary.
7. Reviews rating employees as “Outstanding” or “Non-Performing” after established deadlines may result in a designated rating as “Performing”. All performance reviews are due in HR according to established guidelines. Employees whose reviews are not signed and received in HR by this time will also default to the “Performing” rating and their names referred to the performance review committee.

For the University of Massachusetts Medical School:

Marcelino La Bella, Esq.
Director of Labor Relations and Compliance

Date

For the State Healthcare and Research Employees/AFSCME:

Elisabeth Szanto

Date

Side Letter on the Employee Transfer Process

In regards to Human Resources policy #06.04.12 on the Employee Transfer Process, members of SHARE will be allowed to transfer to jobs outside their department after six months of employment in their current positions.

FOR THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL:

 _____ 11/12/10

Ethan Mutschler

Date

Director, Labor and Employee Relations

FOR THE STATE HEALTHCARE AND RESEARCH EMPLOYEES/AFSCME:

 _____ 11/12/10

Lorraine Magoun, President

Date

MEMORANDUM OF AGREEMENT CONCERNING RELEASE TIME FOR UNION BUSINESS

The University of Massachusetts Medical School (UMMS) and State Healthcare and Research Employees/AFSCME (SHARE) have agreed to grant release time to Executive Board and Joint Working Group Members as follows:

1. Attendance at Monthly Executive Board Meetings and Official Joint Working Group Meetings:
 - A. Each Executive Board member will be granted two hours of release time per month without loss of wages, benefits and other privileges for attendance at monthly Board meetings and for a reasonable amount of travel time.
 - B. Each full-time SHARE employee serving as a Joint Working Group member will be granted release time for attendance at official Joint Working Group meetings and for a reasonable amount of travel time.
 - C. Each Executive Board or Joint Working Group member will request such release time a minimum of two (2) weeks prior to the scheduled Board meeting, where practicable, and such release time will require approval of the member's manager/supervisor prior to the meeting.
 - D. Each Executive Board or Joint Working Group member is responsible to arrange coverage for his/her position if operationally necessary as determined by the member's manager/supervisor.

2. Additional Emergency Release Time:
 - A. SHARE may request additional release time for Executive Board members without loss of wages, benefits and other privileges on an as needed, emergency basis. Such release time will be subject to the approval of the Director, Labor and Employee Relations in consultation with the member's department manager/supervisor.

**Appendix A:
Policies**

SHARE and UMMS agree that these policies apply to SHARE members. For some policies, contract language may modify the policy.

Policy Name	policy #	policy date
Access and Solicitation	5000	09/01/99
Adoption Policy	1015	01/01/04
Animals in the Workplace	5016	06/01/01
Attendance and Punctuality	06.06.01	
Bereavement	06.01.01	03/01/04
Confidentiality	06.05.01	09/01/99
Conflict of Interest	06.05.02	04/07/10
Contact with News Media	06.05.17	01/01/04
Deductions & Withholdings	06.07.01	05/04/10
Disciplinary Action	06.06.02	09/01/99
Discrimination Complaint Policy & Procedures	06.05.10	01/01/06
Distribution of Paychecks	06.07.02	02/25/10
Domestic Partnership	06.05.03	03/27/09
Drug & Alcohol Abuse in the Work Place	06.06.04	09/01/99
Drug Free Work Place	06.05.04	09/01/99
Emergency Assistance Fund	06.05.21	07/14/11
Employee Assistance Program	06.05.05	09/01/99
Employee Classifications	06.04.01	07/14/11
Employee Competency	3002	09/01/99
Employee Recognition	06.03.03	09/01/99
Employee Records	5006	09/01/99
Employee Transfer Process	06.04.12	03/07/07
Employment of Relatives	06.04.03	09/01/99
Employment of Retirees	06.04.04	09/01/99
Employment Process	06.04.02	03/07/07
Equal Employment Opportunity	06.05.07	10/19/12
Flexible Work Options	06.04.05	03/03/08
Family Medical Leave (FMLA)	06.01.02	04/30/14
H-1B Visa Sponsorship	06.08.02	01/01/09
Harassment of Indivs in Protected Classes & Others	5014	03/25/02
Holidays	06.01.03	10/08/10
Hours of Work	06.02.04	09/25/08
Inclement Weather/Severe Conditions & guidelines	06.05.08	12/05/05

Internship	06.04.06	07/14/11
J-1 Visa Sponsorship	06.08.03	01/01/09
Job Evaluation	06.02.05	09/25/08
Jury Duty & Court Leaves	06.01.04	05/24/10
Leave of Absence (LOA)	06.01.13	08/20/14
Leaving the University	06.04.10	11/02/09
Licensure & Registration	06.04.07	09/01/99
MA Maternity Leave Act	06.01.20	01/22/10
Military Leave of Absence	06.01.05	09/01/99
Miscellaneous Paid Leave of Absence	06.01.06	12/28/03
On Call Coverage	06.02.06	03/13/07
Orientation	3004	09/01/99
Pay Advances	06.07.03	03/01/06
Payroll Procedures	06.07.04	11/02/09
Performance Appraisal	3006	02/28/06
Permanent Residency Sponsorship	06.08.04	01/01/09
Personal Appearance	06.06.05	09/01/99
Personnel Action Approval	06.05.19	03/20/08
Political Activity	06.05.09	09/01/99
Probation Period	06.04.08	10/26/04
Processing Contingent Workers in People Soft HR	06.05.22	05/04/09
Reference and Criminal Records	4009	03/01/02
Salary Administration	06.02.09	09/25/08
Salary Repayments	06.07.05	11/02/09
Sexual Harassment Policy & Procedure	06.05.15	01/01/06
Shift Differential	06.02.10	10/12/10
Sick Leave Bank	06.01.09	07/14/11
Sick Time	06.01.10	02/12/10
Small Necessities Leave of Absence	06.01.11	08/01/00
Smoke Free Policy	06.05.18	05/27/08
Supporting Victims of Domestic Violence	06.06.08	01/28/09
Tax Treaty	7006	03/01/02
Time and Labor Reporting	06.07.07	11/02/09
Transfer of Service to/from UMMS	06.01.12	07/14/11
Tuition Programs	3007	03/01/02
Violence and Hostility in the Work Place	02.01.08	01/28/09
Work Related Illness or Injury	06.05.13	06/11/13
Workforce Redesign / Staff Reduction	6007	09/01/99
Workplace Learning	06.03.08	03/01/06

**Appendix B:
Wages
University of Massachusetts Medical School
SHARE Salary Chart
W28
Effective June 30, 2013**

Grade	Pay Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
9	Hourly	\$12.00	\$13.25	\$14.49	\$15.74	\$16.98
	Bi-Weekly	\$960.00	\$1,059.60	\$1,159.20	\$1,258.80	\$1,358.40
	Annual	\$24,960.00	\$27,549.60	\$30,139.20	\$32,728.80	\$35,318.40
10	Hourly	\$12.51	\$13.80	\$15.09	\$16.38	\$17.67
	Bi-Weekly	\$1,000.80	\$1,104.00	\$1,207.20	\$1,310.40	\$1,413.60
	Annual	\$26,020.80	\$28,704.00	\$31,387.20	\$34,070.40	\$36,753.60
11	Hourly	\$12.95	\$14.37	\$15.78	\$17.20	\$18.61
	Bi-Weekly	\$1,036.00	\$1,149.20	\$1,262.40	\$1,375.60	\$1,488.80
	Annual	\$26,936.00	\$29,879.20	\$32,822.40	\$35,765.60	\$38,708.80
12	Hourly	\$13.55	\$15.04	\$16.52	\$18.01	\$19.49
	Bi-Weekly	\$1,084.00	\$1,202.80	\$1,321.60	\$1,440.40	\$1,559.20
	Annual	\$28,184.00	\$31,272.80	\$34,361.60	\$37,450.40	\$40,539.20
13	Hourly	\$14.32	\$15.91	\$17.49	\$19.08	\$20.66
	Bi-Weekly	\$1,145.60	\$1,272.40	\$1,399.20	\$1,526.00	\$1,652.80
	Annual	\$29,785.60	\$33,082.40	\$36,379.20	\$39,676.00	\$42,972.80
14	Hourly	\$14.92	\$16.64	\$18.35	\$20.07	\$21.78
	Bi-Weekly	\$1,193.60	\$1,330.80	\$1,468.00	\$1,605.20	\$1,742.40
	Annual	\$31,033.60	\$34,600.80	\$38,168.00	\$41,735.20	\$45,302.40
15	Hourly	\$15.68	\$17.52	\$19.35	\$21.19	\$23.02
	Bi-Weekly	\$1,254.40	\$1,401.20	\$1,548.00	\$1,694.80	\$1,841.60
	Annual	\$32,614.40	\$36,431.20	\$40,248.00	\$44,064.80	\$47,881.60

16	Hourly	\$16.53	\$18.51	\$20.49	\$22.47	\$24.45
	Bi-Weekly	\$1,322.40	\$1,480.80	\$1,639.20	\$1,797.60	\$1,956.00
	Annual	\$34,382.40	\$38,500.80	\$42,619.20	\$46,737.60	\$50,856.00
17	Hourly	\$17.54	\$19.61	\$21.68	\$23.75	\$25.82
	Bi-Weekly	\$1,403.20	\$1,568.80	\$1,734.40	\$1,900.00	\$2,065.60
	Annual	\$36,483.20	\$40,788.80	\$45,094.40	\$49,400.00	\$53,705.60
18	Hourly	\$18.39	\$20.65	\$22.90	\$25.16	\$27.41
	Bi-Weekly	\$1,471.20	\$1,651.60	\$1,832.00	\$2,012.40	\$2,192.80
	Annual	\$38,251.20	\$42,941.60	\$47,632.00	\$52,322.40	\$57,012.80
19	Hourly	\$19.31	\$21.69	\$24.07	\$26.45	\$28.83
	Bi-Weekly	\$1,544.80	\$1,735.20	\$1,925.60	\$2,116.00	\$2,306.40
	Annual	\$40,164.80	\$45,115.20	\$50,065.60	\$55,016.00	\$59,966.40
20	Hourly	\$20.35	\$22.85	\$25.35	\$27.85	\$30.35
	Bi-Weekly	\$1,628.00	\$1,828.00	\$2,028.00	\$2,228.00	\$2,428.00
	Annual	\$42,328.00	\$47,528.00	\$52,728.00	\$57,928.00	\$63,128.00
21	Hourly	\$21.30	\$24.08	\$26.86	\$29.64	\$32.42
	Bi-Weekly	\$1,704.00	\$1,926.40	\$2,148.80	\$2,371.20	\$2,593.60
	Annual	\$44,304.00	\$50,086.40	\$55,868.80	\$61,651.20	\$67,433.60
22	Hourly	\$22.34	\$25.24	\$28.13	\$31.03	\$33.92
	Bi-Weekly	\$1,787.20	\$2,018.80	\$2,250.40	\$2,482.00	\$2,713.60
	Annual	\$46,467.20	\$52,488.80	\$58,510.40	\$64,532.00	\$70,553.60
23	Hourly	\$23.48	\$26.54	\$29.59	\$32.65	\$35.70
	Bi-Weekly	\$1,878.40	\$2,122.80	\$2,367.20	\$2,611.60	\$2,856.00
	Annual	\$48,838.40	\$55,192.80	\$61,547.20	\$67,901.60	\$74,256.00
24	Hourly	\$24.53	\$27.89	\$31.24	\$34.60	\$37.95
	Bi-Weekly	\$1,962.40	\$2,230.80	\$2,499.20	\$2,767.60	\$3,036.00

	Annual	\$51,022.40	\$58,000.80	\$64,979.20	\$71,957.60	\$78,936.00
25	Hourly	\$25.61	\$29.10	\$32.59	\$36.08	\$39.57
	Bi-Weekly	\$2,048.80	\$2,328.00	\$2,607.20	\$2,886.40	\$3,165.60
	Annual	\$53,268.80	\$60,528.00	\$67,787.20	\$75,046.40	\$82,305.60
26	Hourly	\$26.55	\$30.17	\$33.79	\$37.41	\$41.03
	Bi-Weekly	\$2,124.00	\$2,413.60	\$2,703.20	\$2,992.80	\$3,282.40
	Annual	\$55,224.00	\$62,753.60	\$70,283.20	\$77,812.80	\$85,342.40
27	Hourly	\$27.68	\$31.65	\$35.61	\$39.58	\$43.54
	Bi-Weekly	\$2,214.40	\$2,531.60	\$2,848.80	\$3,166.00	\$3,483.20
	Annual	\$57,574.40	\$65,821.60	\$74,068.80	\$82,316.00	\$90,563.20
28	Hourly	\$28.77	\$32.89	\$37.00	\$41.12	\$45.23
	Bi-Weekly	\$2,301.60	\$2,630.80	\$2,960.00	\$3,289.20	\$3,618.40
	Annual	\$59,841.60	\$68,400.80	\$76,960.00	\$85,519.20	\$94,078.40
29	Hourly	\$29.92	\$34.21	\$38.49	\$42.78	\$47.06
	Bi-Weekly	\$2,393.60	\$2,736.40	\$3,079.20	\$3,422.00	\$3,764.80
	Annual	\$62,233.60	\$71,146.40	\$80,059.20	\$88,972.00	\$97,884.80
30	Hourly	\$31.22	\$35.90	\$40.57	\$45.25	\$49.92
	Bi-Weekly	\$2,497.60	\$2,871.60	\$3,245.60	\$3,619.60	\$3,993.60
	Annual	\$64,937.60	\$74,661.60	\$84,385.60	\$94,109.60	\$103,833.60
31	Hourly	\$32.38	\$37.24	\$42.09	\$46.95	\$51.80
	Bi-Weekly	\$2,590.40	\$2,978.80	\$3,367.20	\$3,755.60	\$4,144.00
	Annual	\$67,350.40	\$77,448.80	\$87,547.20	\$97,645.60	\$107,744.00

**University of Massachusetts Medical School
SHARE Salary Chart
W28
Effective June 29, 2014**

Grade	Pay Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
9	Hourly	\$12.18	\$13.45	\$14.71	\$15.98	\$17.24
	Bi-Weekly	\$974.40	\$1,075.60	\$1,176.80	\$1,278.00	\$1,379.20
	Annual	\$25,334.40	\$27,965.60	\$30,596.80	\$33,228.00	\$35,859.20
10	Hourly	\$12.70	\$14.01	\$15.32	\$16.63	\$17.94
	Bi-Weekly	\$1,016.00	\$1,120.80	\$1,225.60	\$1,330.40	\$1,435.20
	Annual	\$26,416.00	\$29,140.80	\$31,865.60	\$34,590.40	\$37,315.20
11	Hourly	\$13.15	\$14.59	\$16.02	\$17.46	\$18.89
	Bi-Weekly	\$1,052.00	\$1,166.80	\$1,281.60	\$1,396.40	\$1,511.20
	Annual	\$27,352.00	\$30,336.80	\$33,321.60	\$36,306.40	\$39,291.20
12	Hourly	\$13.76	\$15.27	\$16.77	\$18.28	\$19.78
	Bi-Weekly	\$1,100.80	\$1,221.20	\$1,341.60	\$1,462.00	\$1,582.40
	Annual	\$28,620.80	\$31,751.20	\$34,881.60	\$38,012.00	\$41,142.40
13	Hourly	\$14.54	\$16.15	\$17.76	\$19.37	\$20.98
	Bi-Weekly	\$1,163.20	\$1,292.00	\$1,420.80	\$1,549.60	\$1,678.40
	Annual	\$30,243.20	\$33,592.00	\$36,940.80	\$40,289.60	\$43,638.40
14	Hourly	\$15.15	\$16.89	\$18.63	\$20.37	\$22.11
	Bi-Weekly	\$1,212.00	\$1,351.20	\$1,490.40	\$1,629.60	\$1,768.80
	Annual	\$31,512.00	\$35,131.20	\$38,750.40	\$42,369.60	\$45,988.80
15	Hourly	\$15.93	\$17.79	\$19.65	\$21.51	\$23.37
	Bi-Weekly	\$1,274.40	\$1,423.20	\$1,572.00	\$1,720.80	\$1,869.60
	Annual	\$33,134.40	\$37,003.20	\$40,872.00	\$44,740.80	\$48,609.60

16	Hourly	\$16.78	\$18.79	\$20.80	\$22.81	\$24.82
	Bi-Weekly	\$1,342.40	\$1,503.20	\$1,664.00	\$1,824.80	\$1,985.60
	Annual	\$34,902.40	\$39,083.20	\$43,264.00	\$47,444.80	\$51,625.60
17	Hourly	\$17.81	\$19.91	\$22.01	\$24.11	\$26.21
	Bi-Weekly	\$1,424.80	\$1,592.80	\$1,760.80	\$1,928.80	\$2,096.80
	Annual	\$37,044.80	\$41,412.80	\$45,780.80	\$50,148.80	\$54,516.80
18	Hourly	\$18.67	\$20.96	\$23.25	\$25.54	\$27.83
	Bi-Weekly	\$1,493.60	\$1,676.80	\$1,860.00	\$2,043.20	\$2,226.40
	Annual	\$38,833.60	\$43,596.80	\$48,360.00	\$53,123.20	\$57,886.40
19	Hourly	\$19.61	\$22.03	\$24.44	\$26.86	\$29.27
	Bi-Weekly	\$1,568.80	\$1,762.00	\$1,955.20	\$2,148.40	\$2,341.60
	Annual	\$40,788.80	\$45,812.00	\$50,835.20	\$55,858.40	\$60,881.60
20	Hourly	\$20.66	\$23.20	\$25.74	\$28.28	\$30.82
	Bi-Weekly	\$1,652.80	\$1,856.00	\$2,059.20	\$2,262.40	\$2,465.60
	Annual	\$42,972.80	\$48,256.00	\$53,539.20	\$58,822.40	\$64,105.60
21	Hourly	\$21.63	\$24.45	\$27.27	\$30.09	\$32.91
	Bi-Weekly	\$1,730.40	\$1,956.00	\$2,181.60	\$2,407.20	\$2,632.80
	Annual	\$44,990.40	\$50,856.00	\$56,721.60	\$62,587.20	\$68,452.80
22	Hourly	\$22.68	\$25.62	\$28.56	\$31.50	\$34.44
	Bi-Weekly	\$1,814.40	\$2,049.60	\$2,284.80	\$2,520.00	\$2,755.20
	Annual	\$47,174.40	\$53,289.60	\$59,404.80	\$65,520.00	\$71,635.20
23	Hourly	\$23.84	\$26.94	\$30.04	\$33.14	\$36.24
	Bi-Weekly	\$1,907.20	\$2,155.20	\$2,403.20	\$2,651.20	\$2,899.20
	Annual	\$49,587.20	\$56,035.20	\$62,483.20	\$68,931.20	\$75,379.20
24	Hourly	\$24.90	\$28.31	\$31.71	\$35.12	\$38.52
	Bi-Weekly	\$1,992.00	\$2,264.40	\$2,536.80	\$2,809.20	\$3,081.60
	Annual	\$51,792.00	\$58,874.40	\$65,956.80	\$73,039.20	\$80,121.60

25	Hourly	\$25.99	\$29.54	\$33.08	\$36.63	\$40.17
	Bi-Weekly	\$2,079.20	\$2,362.80	\$2,646.40	\$2,930.00	\$3,213.60
	Annual	\$54,059.20	\$61,432.80	\$68,806.40	\$76,180.00	\$83,553.60
26	Hourly	\$26.95	\$30.63	\$34.30	\$37.98	\$41.65
	Bi-Weekly	\$2,156.00	\$2,450.00	\$2,744.00	\$3,038.00	\$3,332.00
	Annual	\$56,056.00	\$63,700.00	\$71,344.00	\$78,988.00	\$86,632.00
27	Hourly	\$28.10	\$32.13	\$36.15	\$40.18	\$44.20
	Bi-Weekly	\$2,248.00	\$2,570.00	\$2,892.00	\$3,214.00	\$3,536.00
	Annual	\$58,448.00	\$66,820.00	\$75,192.00	\$83,564.00	\$91,936.00
28	Hourly	\$29.21	\$33.39	\$37.56	\$41.74	\$45.91
	Bi-Weekly	\$2,336.80	\$2,670.80	\$3,004.80	\$3,338.80	\$3,672.80
	Annual	\$60,756.80	\$69,440.80	\$78,124.80	\$86,808.80	\$95,492.80
29	Hourly	\$30.37	\$34.72	\$39.07	\$43.42	\$47.77
	Bi-Weekly	\$2,429.60	\$2,777.60	\$3,125.60	\$3,473.60	\$3,821.60
	Annual	\$63,169.60	\$72,217.60	\$81,265.60	\$90,313.60	\$99,361.60
30	Hourly	\$31.68	\$36.43	\$41.18	\$45.93	\$50.68
	Bi-Weekly	\$2,534.40	\$2,914.40	\$3,294.40	\$3,674.40	\$4,054.40
	Annual	\$65,894.40	\$75,774.40	\$85,654.40	\$95,534.40	\$105,414.40
31	Hourly	\$32.87	\$37.80	\$42.73	\$47.66	\$52.59
	Bi-Weekly	\$2,629.60	\$3,024.00	\$3,418.40	\$3,812.80	\$4,207.20
	Annual	\$68,369.60	\$78,624.00	\$88,878.40	\$99,132.80	\$109,387.20

**University of Massachusetts Medical School
SHARE Salary Chart
W28
Effective June 28, 2015**

Grade	Pay Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
9	Hourly	\$12.37	\$13.65	\$14.93	\$16.21	\$17.49
	Bi-Weekly	\$989.60	\$1,092.00	\$1,194.40	\$1,296.80	\$1,399.20
	Annual	\$25,729.60	\$28,392.00	\$31,054.40	\$33,716.80	\$36,379.20
10	Hourly	\$12.90	\$14.23	\$15.55	\$16.88	\$18.20
	Bi-Weekly	\$1,032.00	\$1,138.00	\$1,244.00	\$1,350.00	\$1,456.00
	Annual	\$26,832.00	\$29,588.00	\$32,344.00	\$35,100.00	\$37,856.00
11	Hourly	\$13.35	\$14.81	\$16.26	\$17.72	\$19.17
	Bi-Weekly	\$1,068.00	\$1,184.40	\$1,300.80	\$1,417.20	\$1,533.60
	Annual	\$27,768.00	\$30,794.40	\$33,820.80	\$36,847.20	\$39,873.60
12	Hourly	\$13.97	\$15.50	\$17.02	\$18.55	\$20.07
	Bi-Weekly	\$1,117.60	\$1,239.60	\$1,361.60	\$1,483.60	\$1,605.60
	Annual	\$29,057.60	\$32,229.60	\$35,401.60	\$38,573.60	\$41,745.60
13	Hourly	\$14.77	\$16.40	\$18.03	\$19.66	\$21.29
	Bi-Weekly	\$1,181.60	\$1,312.00	\$1,442.40	\$1,572.80	\$1,703.20
	Annual	\$30,721.60	\$34,112.00	\$37,502.40	\$40,892.80	\$44,283.20
14	Hourly	\$15.38	\$17.15	\$18.91	\$20.68	\$22.44
	Bi-Weekly	\$1,230.40	\$1,371.60	\$1,512.80	\$1,654.00	\$1,795.20
	Annual	\$31,990.40	\$35,661.60	\$39,332.80	\$43,004.00	\$46,675.20
15	Hourly	\$16.18	\$18.07	\$19.95	\$21.84	\$23.72
	Bi-Weekly	\$1,294.40	\$1,445.20	\$1,596.00	\$1,746.80	\$1,897.60
	Annual	\$33,654.40	\$37,575.20	\$41,496.00	\$45,416.80	\$49,337.60

16	Hourly	\$17.04	\$19.08	\$21.12	\$23.16	\$25.20
	Bi-Weekly	\$1,363.20	\$1,526.40	\$1,689.60	\$1,852.80	\$2,016.00
	Annual	\$35,443.20	\$39,686.40	\$43,929.60	\$48,172.80	\$52,416.00
17	Hourly	\$18.09	\$20.22	\$22.35	\$24.48	\$26.61
	Bi-Weekly	\$1,447.20	\$1,617.60	\$1,788.00	\$1,958.40	\$2,128.80
	Annual	\$37,627.20	\$42,057.60	\$46,488.00	\$50,918.40	\$55,348.80
18	Hourly	\$18.96	\$21.28	\$23.60	\$25.92	\$28.24
	Bi-Weekly	\$1,516.80	\$1,702.40	\$1,888.00	\$2,073.60	\$2,259.20
	Annual	\$39,436.80	\$44,262.40	\$49,088.00	\$53,913.60	\$58,739.20
19	Hourly	\$19.91	\$22.36	\$24.81	\$27.26	\$29.71
	Bi-Weekly	\$1,592.80	\$1,788.80	\$1,984.80	\$2,180.80	\$2,376.80
	Annual	\$41,412.80	\$46,508.80	\$51,604.80	\$56,700.80	\$61,796.80
20	Hourly	\$20.98	\$23.56	\$26.13	\$28.71	\$31.28
	Bi-Weekly	\$1,678.40	\$1,884.40	\$2,090.40	\$2,296.40	\$2,502.40
	Annual	\$43,638.40	\$48,994.40	\$54,350.40	\$59,706.40	\$65,062.40
21	Hourly	\$21.96	\$24.82	\$27.68	\$30.54	\$33.40
	Bi-Weekly	\$1,756.80	\$1,985.60	\$2,214.40	\$2,443.20	\$2,672.00
	Annual	\$45,676.80	\$51,625.60	\$57,574.40	\$63,523.20	\$69,472.00
22	Hourly	\$23.03	\$26.01	\$28.99	\$31.97	\$34.95
	Bi-Weekly	\$1,842.40	\$2,080.80	\$2,319.20	\$2,557.60	\$2,796.00
	Annual	\$47,902.40	\$54,100.80	\$60,299.20	\$66,497.60	\$72,696.00
23	Hourly	\$24.21	\$27.36	\$30.50	\$33.65	\$36.79
	Bi-Weekly	\$1,936.80	\$2,188.40	\$2,440.00	\$2,691.60	\$2,943.20
	Annual	\$50,356.80	\$56,898.40	\$63,440.00	\$69,981.60	\$76,523.20
24	Hourly	\$25.28	\$28.74	\$32.19	\$35.65	\$39.10
	Bi-Weekly	\$2,022.40	\$2,298.80	\$2,575.20	\$2,851.60	\$3,128.00
	Annual	\$52,582.40	\$59,768.80	\$66,955.20	\$74,141.60	\$81,328.00

25	Hourly	\$26.39	\$29.99	\$33.58	\$37.18	\$40.77
	Bi-Weekly	\$2,111.20	\$2,398.80	\$2,686.40	\$2,974.00	\$3,261.60
	Annual	\$54,891.20	\$62,368.80	\$69,846.40	\$77,324.00	\$84,801.60
26	Hourly	\$27.36	\$31.09	\$34.82	\$38.55	\$42.28
	Bi-Weekly	\$2,188.80	\$2,487.20	\$2,785.60	\$3,084.00	\$3,382.40
	Annual	\$56,908.80	\$64,667.20	\$72,425.60	\$80,184.00	\$87,942.40
27	Hourly	\$28.53	\$32.62	\$36.70	\$40.79	\$44.87
	Bi-Weekly	\$2,282.40	\$2,609.20	\$2,936.00	\$3,262.80	\$3,589.60
	Annual	\$59,342.40	\$67,839.20	\$76,336.00	\$84,832.80	\$93,329.60
28	Hourly	\$29.66	\$33.90	\$38.13	\$42.37	\$46.60
	Bi-Weekly	\$2,372.80	\$2,711.60	\$3,050.40	\$3,389.20	\$3,728.00
	Annual	\$61,692.80	\$70,501.60	\$79,310.40	\$88,119.20	\$96,928.00
29	Hourly	\$30.83	\$35.25	\$39.66	\$44.08	\$48.49
	Bi-Weekly	\$2,466.40	\$2,819.60	\$3,172.80	\$3,526.00	\$3,879.20
	Annual	\$64,126.40	\$73,309.60	\$82,492.80	\$91,676.00	\$100,859.20
30	Hourly	\$32.16	\$36.98	\$41.80	\$46.62	\$51.44
	Bi-Weekly	\$2,572.80	\$2,958.40	\$3,344.00	\$3,729.60	\$4,115.20
	Annual	\$66,892.80	\$76,918.40	\$86,944.00	\$96,969.60	\$106,995.20
31	Hourly	\$33.37	\$38.38	\$43.38	\$48.39	\$53.39
	Bi-Weekly	\$2,669.60	\$3,070.00	\$3,470.40	\$3,870.80	\$4,271.20
	Annual	\$69,409.60	\$79,820.00	\$90,230.40	\$100,640.80	\$111,051.20

MEMORANDUM OF AGREEMENT

The University of Massachusetts Medical School (UMMS) and the State Healthcare and Research Employees/AFSCME Union (SHARE) hereinafter “the parties” enter into this Memorandum of Agreement regarding the collective bargaining agreement covering July 1, 2016 to June 30, 2018. The parties have met and agreed to continue the terms of the July 1, 2013 to June 30, 2016 collective bargaining agreement except as modified as follows:

DURATION

This contract will cover the period between July 1, 2016 and June 30, 2018. Negotiations for the successor agreement will begin no later than February 1, 2018, unless by mutual consent the parties agree to begin sooner. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of bargaining.

WAGES

June 26, 2016	<p><u>Grid Movement</u>: Grade minimums and maximums increase 1.5%</p> <p><u>Hourly raises</u>: higher of \$0.45 or 2%</p> <p><u>Structural Increase</u>: Adjust the pay of anyone falling below their structural level (see Wages Note #8 about structural increases)</p>
June 25, 2017	<p><u>Grid Movement</u>: Grade minimums and maximums increase 1.5%</p> <p><u>Hourly raises</u>: higher of \$0.50 or 2%</p> <p><u>Structural Increase</u>: Adjust the pay of anyone falling below their structural level (see Wages Note #8 about structural increases)</p>

For the University of Massachusetts:

Robert L. Caret
President

Date

Andrew W. Russell
Interim Chief Human Resources Officer
Human Resources, Presidents Office

Date

For the University of Massachusetts Medical School:

Robert E. Jenal
Executive Vice Chancellor, Administration & Finance

Date

Marcelino La Bella, Esq.
Director of Labor Relations

Date

For the State Healthcare and Research Employees/AFSCME:

Dianne Williams, President

Date

Sherry Nguyen, Treasurer

Date

Kathleen Bateman, Secretary

Date

Elisabeth Szanto

Date

Andrea Caceres

Date

Jana Hollingsworth

Date

Kris Rondeau

Date

Kirk Davis

Date

**University of Massachusetts Medical School
SHARE Salary Chart
W28
Effective June 26, 2016**

Grade	Pay Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
9	Hourly	\$12.57	\$13.87	\$15.17	\$16.47	\$17.77
	Bi-Weekly	\$1,005.60	\$1,109.60	\$1,213.60	\$1,317.60	\$1,421.60
	Annual	\$26,145.60	\$28,849.60	\$31,553.60	\$34,257.60	\$36,961.60
10	Hourly	\$13.09	\$14.44	\$15.79	\$17.14	\$18.49
	Bi-Weekly	\$1,047.20	\$1,155.20	\$1,263.20	\$1,371.20	\$1,479.20
	Annual	\$27,227.20	\$30,035.20	\$32,843.20	\$35,651.20	\$38,459.20
11	Hourly	\$13.56	\$15.04	\$16.52	\$18.00	\$19.48
	Bi-Weekly	\$1,084.80	\$1,203.20	\$1,321.60	\$1,440.00	\$1,558.40
	Annual	\$28,204.80	\$31,283.20	\$34,361.60	\$37,440.00	\$40,518.40
12	Hourly	\$14.19	\$15.74	\$17.29	\$18.84	\$20.39
	Bi-Weekly	\$1,135.20	\$1,259.20	\$1,383.20	\$1,507.20	\$1,631.20
	Annual	\$29,515.20	\$32,739.20	\$35,963.20	\$39,187.20	\$42,411.20
13	Hourly	\$14.99	\$16.65	\$18.31	\$19.97	\$21.63
	Bi-Weekly	\$1,199.20	\$1,332.00	\$1,464.80	\$1,597.60	\$1,730.40
	Annual	\$31,179.20	\$34,632.00	\$38,084.80	\$41,537.60	\$44,990.40
14	Hourly	\$15.62	\$17.41	\$19.20	\$20.99	\$22.78
	Bi-Weekly	\$1,249.60	\$1,392.80	\$1,536.00	\$1,679.20	\$1,822.40
	Annual	\$32,489.60	\$36,212.80	\$39,936.00	\$43,659.20	\$47,382.40
15	Hourly	\$16.42	\$18.34	\$20.25	\$22.17	\$24.08
	Bi-Weekly	\$1,313.60	\$1,466.80	\$1,620.00	\$1,773.20	\$1,926.40
	Annual	\$34,153.60	\$38,136.80	\$42,120.00	\$46,103.20	\$50,086.40

16	Hourly	\$17.30	\$19.37	\$21.44	\$23.51	\$25.58
	Bi-Weekly	\$1,384.00	\$1,549.60	\$1,715.20	\$1,880.80	\$2,046.40
	Annual	\$35,984.00	\$40,289.60	\$44,595.20	\$48,900.80	\$53,206.40
17	Hourly	\$18.37	\$20.53	\$22.69	\$24.85	\$27.01
	Bi-Weekly	\$1,469.60	\$1,642.40	\$1,815.20	\$1,988.00	\$2,160.80
	Annual	\$38,209.60	\$42,702.40	\$47,195.20	\$51,688.00	\$56,180.80
18	Hourly	\$19.24	\$21.60	\$23.96	\$26.32	\$28.68
	Bi-Weekly	\$1,539.20	\$1,728.00	\$1,916.80	\$2,105.60	\$2,294.40
	Annual	\$40,019.20	\$44,928.00	\$49,836.80	\$54,745.60	\$59,654.40
19	Hourly	\$20.22	\$22.71	\$25.19	\$27.68	\$30.16
	Bi-Weekly	\$1,617.60	\$1,816.40	\$2,015.20	\$2,214.00	\$2,412.80
	Annual	\$42,057.60	\$47,226.40	\$52,395.20	\$57,564.00	\$62,732.80
20	Hourly	\$21.30	\$23.92	\$26.53	\$29.15	\$31.76
	Bi-Weekly	\$1,704.00	\$1,913.20	\$2,122.40	\$2,331.60	\$2,540.80
	Annual	\$44,304.00	\$49,743.20	\$55,182.40	\$60,621.60	\$66,060.80
21	Hourly	\$22.29	\$25.20	\$28.10	\$31.01	\$33.91
	Bi-Weekly	\$1,783.20	\$2,015.60	\$2,248.00	\$2,480.40	\$2,712.80
	Annual	\$46,363.20	\$52,405.60	\$58,448.00	\$64,490.40	\$70,532.80
22	Hourly	\$23.38	\$26.41	\$29.43	\$32.46	\$35.48
	Bi-Weekly	\$1,870.40	\$2,112.40	\$2,354.40	\$2,596.40	\$2,838.40
	Annual	\$48,630.40	\$54,922.40	\$61,214.40	\$67,506.40	\$73,798.40
23	Hourly	\$24.57	\$27.77	\$30.96	\$34.16	\$37.35
	Bi-Weekly	\$1,965.60	\$2,221.20	\$2,476.80	\$2,732.40	\$2,988.00
	Annual	\$51,105.60	\$57,751.20	\$64,396.80	\$71,042.40	\$77,688.00
24	Hourly	\$25.66	\$29.17	\$32.68	\$36.19	\$39.70
	Bi-Weekly	\$2,052.80	\$2,333.60	\$2,614.40	\$2,895.20	\$3,176.00
	Annual	\$53,372.80	\$60,673.60	\$67,974.40	\$75,275.20	\$82,576.00

25	Hourly	\$26.79	\$30.44	\$34.09	\$37.74	\$41.39
	Bi-Weekly	\$2,143.20	\$2,435.20	\$2,727.20	\$3,019.20	\$3,311.20
	Annual	\$55,723.20	\$63,315.20	\$70,907.20	\$78,499.20	\$86,091.20
26	Hourly	\$27.78	\$31.57	\$35.35	\$39.14	\$42.92
	Bi-Weekly	\$2,222.40	\$2,525.20	\$2,828.00	\$3,130.80	\$3,433.60
	Annual	\$57,782.40	\$65,655.20	\$73,528.00	\$81,400.80	\$89,273.60
27	Hourly	\$28.96	\$33.11	\$37.26	\$41.41	\$45.56
	Bi-Weekly	\$2,316.80	\$2,648.80	\$2,980.80	\$3,312.80	\$3,644.80
	Annual	\$60,236.80	\$68,868.80	\$77,500.80	\$86,132.80	\$94,764.80
28	Hourly	\$30.11	\$34.41	\$38.71	\$43.01	\$47.31
	Bi-Weekly	\$2,408.80	\$2,752.80	\$3,096.80	\$3,440.80	\$3,784.80
	Annual	\$62,628.80	\$71,572.80	\$80,516.80	\$89,460.80	\$98,404.80
29	Hourly	\$31.30	\$35.78	\$40.26	\$44.74	\$49.22
	Bi-Weekly	\$2,504.00	\$2,862.40	\$3,220.80	\$3,579.20	\$3,937.60
	Annual	\$65,104.00	\$74,422.40	\$83,740.80	\$93,059.20	\$102,377.60
30	Hourly	\$32.65	\$37.54	\$42.43	\$47.32	\$52.21
	Bi-Weekly	\$2,612.00	\$3,003.20	\$3,394.40	\$3,785.60	\$4,176.80
	Annual	\$67,912.00	\$78,083.20	\$88,254.40	\$98,425.60	\$108,596.80
31	Hourly	\$33.88	\$38.96	\$44.04	\$49.12	\$54.20
	Bi-Weekly	\$2,710.40	\$3,116.80	\$3,523.20	\$3,929.60	\$4,336.00
	Annual	\$70,470.40	\$81,036.80	\$91,603.20	\$102,169.60	\$112,736.00

**University of Massachusetts Medical School
SHARE Salary Chart
W28
Effective June 25, 2017**

Grade	Pay Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
9	Hourly	\$12.77	\$14.09	\$15.40	\$16.72	\$18.03
	Bi-Weekly	\$1,021.60	\$1,126.80	\$1,232.00	\$1,337.20	\$1,442.40
	Annual	\$26,561.60	\$29,296.80	\$32,032.00	\$34,767.20	\$37,502.40
10	Hourly	\$13.29	\$14.66	\$16.03	\$17.40	\$18.77
	Bi-Weekly	\$1,063.20	\$1,172.80	\$1,282.40	\$1,392.00	\$1,501.60
	Annual	\$27,643.20	\$30,492.80	\$33,342.40	\$36,192.00	\$39,041.60
11	Hourly	\$13.77	\$15.27	\$16.77	\$18.27	\$19.77
	Bi-Weekly	\$1,101.60	\$1,221.60	\$1,341.60	\$1,461.60	\$1,581.60
	Annual	\$28,641.60	\$31,761.60	\$34,881.60	\$38,001.60	\$41,121.60
12	Hourly	\$14.41	\$15.98	\$17.55	\$19.12	\$20.69
	Bi-Weekly	\$1,152.80	\$1,278.40	\$1,404.00	\$1,529.60	\$1,655.20
	Annual	\$29,972.80	\$33,238.40	\$36,504.00	\$39,769.60	\$43,035.20
13	Hourly	\$15.22	\$16.91	\$18.59	\$20.28	\$21.96
	Bi-Weekly	\$1,217.60	\$1,352.40	\$1,487.20	\$1,622.00	\$1,756.80
	Annual	\$31,657.60	\$35,162.40	\$38,667.20	\$42,172.00	\$45,676.80
14	Hourly	\$15.86	\$17.68	\$19.49	\$21.31	\$23.12
	Bi-Weekly	\$1,268.80	\$1,414.00	\$1,559.20	\$1,704.40	\$1,849.60
	Annual	\$32,988.80	\$36,764.00	\$40,539.20	\$44,314.40	\$48,089.60
15	Hourly	\$16.68	\$18.62	\$20.56	\$22.50	\$24.44
	Bi-Weekly	\$1,334.40	\$1,489.60	\$1,644.80	\$1,800.00	\$1,955.20
	Annual	\$34,694.40	\$38,729.60	\$42,764.80	\$46,800.00	\$50,835.20

16	Hourly	\$17.57	\$19.67	\$21.77	\$23.87	\$25.97
	Bi-Weekly	\$1,405.60	\$1,573.60	\$1,741.60	\$1,909.60	\$2,077.60
	Annual	\$36,545.60	\$40,913.60	\$45,281.60	\$49,649.60	\$54,017.60
17	Hourly	\$18.66	\$20.85	\$23.04	\$25.23	\$27.42
	Bi-Weekly	\$1,492.80	\$1,668.00	\$1,843.20	\$2,018.40	\$2,193.60
	Annual	\$38,812.80	\$43,368.00	\$47,923.20	\$52,478.40	\$57,033.60
18	Hourly	\$19.53	\$21.93	\$24.32	\$26.72	\$29.11
	Bi-Weekly	\$1,562.40	\$1,754.00	\$1,945.60	\$2,137.20	\$2,328.80
	Annual	\$40,622.40	\$45,604.00	\$50,585.60	\$55,567.20	\$60,548.80
19	Hourly	\$20.53	\$23.05	\$25.57	\$28.09	\$30.61
	Bi-Weekly	\$1,642.40	\$1,844.00	\$2,045.60	\$2,247.20	\$2,448.80
	Annual	\$42,702.40	\$47,944.00	\$53,185.60	\$58,427.20	\$63,668.80
20	Hourly	\$21.63	\$24.28	\$26.93	\$29.58	\$32.23
	Bi-Weekly	\$1,730.40	\$1,942.40	\$2,154.40	\$2,366.40	\$2,578.40
	Annual	\$44,990.40	\$50,502.40	\$56,014.40	\$61,526.40	\$67,038.40
21	Hourly	\$22.64	\$25.59	\$28.53	\$31.48	\$34.42
	Bi-Weekly	\$1,811.20	\$2,046.80	\$2,282.40	\$2,518.00	\$2,753.60
	Annual	\$47,091.20	\$53,216.80	\$59,342.40	\$65,468.00	\$71,593.60
22	Hourly	\$23.74	\$26.81	\$29.88	\$32.95	\$36.02
	Bi-Weekly	\$1,899.20	\$2,144.80	\$2,390.40	\$2,636.00	\$2,881.60
	Annual	\$49,379.20	\$55,764.80	\$62,150.40	\$68,536.00	\$74,921.60
23	Hourly	\$24.95	\$28.19	\$31.43	\$34.67	\$37.91
	Bi-Weekly	\$1,996.00	\$2,255.20	\$2,514.40	\$2,773.60	\$3,032.80
	Annual	\$51,896.00	\$58,635.20	\$65,374.40	\$72,113.60	\$78,852.80
24	Hourly	\$26.06	\$29.62	\$33.18	\$36.74	\$40.30
	Bi-Weekly	\$2,084.80	\$2,369.60	\$2,654.40	\$2,939.20	\$3,224.00
	Annual	\$54,204.80	\$61,609.60	\$69,014.40	\$76,419.20	\$83,824.00

25	Hourly	\$27.20	\$30.91	\$34.61	\$38.32	\$42.02
	Bi-Weekly	\$2,176.00	\$2,472.40	\$2,768.80	\$3,065.20	\$3,361.60
	Annual	\$56,576.00	\$64,282.40	\$71,988.80	\$79,695.20	\$87,401.60
26	Hourly	\$28.21	\$32.05	\$35.89	\$39.73	\$43.57
	Bi-Weekly	\$2,256.80	\$2,564.00	\$2,871.20	\$3,178.40	\$3,485.60
	Annual	\$58,676.80	\$66,664.00	\$74,651.20	\$82,638.40	\$90,625.60
27	Hourly	\$29.40	\$33.61	\$37.82	\$42.03	\$46.24
	Bi-Weekly	\$2,352.00	\$2,688.80	\$3,025.60	\$3,362.40	\$3,699.20
	Annual	\$61,152.00	\$69,908.80	\$78,665.60	\$87,422.40	\$96,179.20
28	Hourly	\$30.57	\$34.94	\$39.30	\$43.67	\$48.03
	Bi-Weekly	\$2,445.60	\$2,794.80	\$3,144.00	\$3,493.20	\$3,842.40
	Annual	\$63,585.60	\$72,664.80	\$81,744.00	\$90,823.20	\$99,902.40
29	Hourly	\$31.78	\$36.33	\$40.87	\$45.42	\$49.96
	Bi-Weekly	\$2,542.40	\$2,906.00	\$3,269.60	\$3,633.20	\$3,996.80
	Annual	\$66,102.40	\$75,556.00	\$85,009.60	\$94,463.20	\$103,916.80
30	Hourly	\$33.15	\$38.11	\$43.07	\$48.03	\$52.99
	Bi-Weekly	\$2,652.00	\$3,048.80	\$3,445.60	\$3,842.40	\$4,239.20
	Annual	\$68,952.00	\$79,268.80	\$89,585.60	\$99,902.40	\$110,219.20
31	Hourly	\$34.40	\$39.56	\$44.71	\$49.87	\$55.02
	Bi-Weekly	\$2,752.00	\$3,164.40	\$3,576.80	\$3,989.20	\$4,401.60
	Annual	\$71,552.00	\$82,274.40	\$92,996.80	\$103,719.20	\$114,441.60