

Agreements between
UMass Memorial Medical Center and UMass Memorial Medical Group
&
State Healthcare And Research Employees, AFSCME, AFL-CIO



CONTENTS

September 30, 2012 - September 30, 2016 agreement:

- Additions and changes to 2007-2011 agreement (14 pages)
- Peer and platform pay ranges (7 pages)

October 1, 2007 - September 30, 2011 agreement:

- Complete contract (120 pages)
- Everything in this contract still applies, unless it was changed in the 2012-2016 agreement.

Wages

Effective Date	Raise	Increase to grade Mins
9/30/12	\$0.23 to base + 2% base/bonus	\$0.23
10/5/13	\$0.23 to base + 2% base/bonus	\$0.23
10/4/14	\$0.23 to base + 2% base/bonus	\$0.23
10/3/15	\$0.23 to base + 2% base/bonus	\$0.23

Notes about wages:

1. All raises begin on the first payroll shift of the new payroll week beginning on the dates indicated above.
2. New hourly rate: Add \$0.23 to current rate, then add 2%, i.e. $((\text{Rate} + \$0.23) \times 1.02)$
 - a. If this amount is at or below the new grade max, this is the new hourly rate. There is no bonus if the whole amount goes to base.
 - b. If this amount would take rate from old max or below to over new grade max, move rate to new max. Anything not added to base is bonus rate.
 - c. People at max move to new max. Anything not added to base is bonus rate.
 - d. People over max move up \$0.23. Bonus rate is 2%.
 - e. Hourly rates are rounded to the nearest cent.

3. Bonus over max: Any amount from #2 above not added to base is the bonus rate (paid in October of each year).

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

4. Parking reimbursement for people at or over the max. (see Parking)
5. Contract duration: 10/1/12 to 9/30/16

Charge Pay:

- Increase from \$0.60/hour to \$2.50/hour effective on the first payroll shift of the new payroll week beginning 10/6/12.

Health Insurance:

Replace the first section of current Health Insurance article (up to Prescription Co-pays) with the following:

- Maintain 85/15 premium split in 2013, 2014, 2015 and 2016.
- No change to health insurance co-pays or prescription co-pays in 2013, 2014, 2015 and 2016.

How SHARE members’ weekly rates are set

SHARE members can currently choose between three HMO’s (The Employee Advantage – Fallon, Tufts HMO, and Network Blue New England HMO) and the Blue Care Elect PPO.

UMass Memorial pays 85% of the cost of one plan (usually the lowest cost plan), with SHARE members on that plan paying the other 15%. The dollar amount that UMass Memorial pays for that plan is then applied to the other HMO plans, with SHARE members on those plans paying the remainder of the cost. This applies to full-time and part-time employees on any HMO, with either family or individual coverage. It also applies to employees on the PPO who work 30-40 hours per week. The weekly cost of the PPO for employees who work fewer than 30 hours per week is 115% of the rate paid by employees who work 30-40 hours per week.

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

Earned Time:

- No change to accrual rates for employees with SHARE seniority dates before 1/1/2013
- Reduce accrual rates by 3 days for new employees hired 1/1/2013 and after

Accrual Rates For a 40-hour employee. Pro-rated for part-time.	Earned Time for employees hired before 1/1/2013	Earned Time for employees hired 1/1/2013 or after
Up to 4 th anniversary	26 days	23 days
5 th year up to 14 th anniversary	31 days	28 days
15 th year up to 17 th anniversary	32 days (includes 1 longevity day)	29 days (includes 1 longevity day)
18 th year up to 19 th anniversary	33 days (includes 2 longevity days)	30 days (includes 2 longevity days)
At 20 years, and up	39 days (includes 3 longevity days)	36 days (includes 3 longevity days)

Pension

Pension Changes as discussed in the Joint Pension Reform Committee

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

Pension changes in 2017

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

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

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

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

- Change to career average pay for years 2017 and after
- Remove 30-year service cap
- Pensionable pay will no longer include all pay
 - All hours paid up to 40 per week will count.
 - Hours over 40 will count at the straight time rate. The extra ½ premium pay will not count as pensionable.
 - Evening & Night differentials will count. Other differentials will not count.
 - Lump sums paid to SHARE members as part of a negotiated increase will count
- Establish a “floor” of \$430/year as the minimum pension benefit that an employee can accrue for each year of service (pro-rated for fewer than 2,000 hours paid per year)

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

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

401(k) education

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

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

These pension changes shall be incorporated and amend the CBA extension for the year 10/1/2011 to 9/30/2012 and shall be incorporated into the CBA from 10/1/2012 to 9/30/2016.

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

TERMS YOU NEED TO KNOW

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

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

Pensionable earnings. Generally, for periods of employment prior to January 1, 2017, your pensionable earnings include all compensation paid to you during the year, including amounts that you deferred into the 401(k) Plan, the Tax Sheltered 403(b) Plan, or that you elected as pre-tax employee contributions to other benefit plans. For periods of employment after December 31, 2016, your Pensionable earnings equal your base rate of pay plus evening and night shift differentials for actual hours paid during the year. Pensionable earnings will also include negotiated wage increases paid in the form of a lump sum. Pensionable earnings will not include any severance pay in excess of 8 weeks, termination pay, unused vacation pay, or deferred compensation or pay earned during a time when you are not an eligible employee. According to IRS regulations, the maximum compensation that can be taken into account for Plan purposes is \$245,000 for 2010. This amount is subject to change with inflation. Please contact Human Resources for additional information.

PLAN PAYMENT OPTIONS

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

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

To elect a payment option other than the normal annuity form of payment, simply complete an election form at the time you want to receive payment. If you are married and you wish to elect the lump-sum payment or one of the other annuity options, your spouse must consent in writing

to this election, as witnessed by a Plan representative or a notary public. Payment election forms are available in Human Resources.

LUMP SUM OPTION	LIFETIME ANNUITY OPTION
<p>With the lump sum option, your Plan benefit is available to you for reinvestment or other use.</p>	<p>With the lifetime annuity option, you receive monthly payments for a certain period of time, depending on the annuity option you choose.</p>
<p><i>The formula for calculating a lump-sum benefit at normal retirement is:</i></p> <p><i>For employment prior to January 1, 2017</i></p> <p style="text-align: center;">\$380 plus 11% of your average annual earnings in excess of \$6,600 times Your years of benefit service as of December 31, 2016 (up to 30 years) Plus</p> <p><i>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service, the greater of</i></p> <ul style="list-style-type: none"> • \$3,784, and <p><i>11% of your pensionable earnings for that calendar year (The \$3,784 minimum is prorated if you are paid for fewer than 2,000 hours during the year.)</i></p>	<p><i>The formula for calculating a lifetime annual annuity at normal retirement is:</i></p> <p><i>For employment prior to January 1, 2017</i></p> <p style="text-align: center;">\$43.20 plus 1.25% of your average annual earnings in excess of \$6,600 times Your years of benefit service as of December 31, 2016 (up to 30 years) Plus</p> <p><i>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service, the greater of:</i></p> <ul style="list-style-type: none"> • \$430, and • 1.25% of your pensionable earnings for that calendar year <p><i>(The \$430 minimum is prorated if you are paid for fewer than 2,000 hours during the year.)</i></p>

<p>EXAMPLE</p> <p>For example, let's assume that:</p> <ul style="list-style-type: none"> • you retire at the end of 2019 • you receive your benefit at age 65 • you have 30 years of benefit service as of December 31, 2016 • your average annual earnings on December 31, 2016 equal \$33,000 • your pensionable earnings for 2017, 2018 and 2019 are \$33,000, \$34,000 and \$35,000 respectively 	
<p>LUMP SUM OPTION</p> <p>Your lump-sum payment would equal \$109,938, determined as follows:</p>	<p>LIFE ANNUITY OPTION</p> <p>Your lifetime annuity benefit (paid monthly) would equal \$1,041.13, determined as</p>

	follows:
For employment prior to January 1, 2017 \$380 \$380 Plus 11% times \$26,400 <u>+2,904</u> Equals \$3,284 Times 30 years of benefit service <u>x 30</u> Subtotal \$98,520	For employment prior to January 1, 2017 \$43.20 \$43.20 Plus 1.25% times \$26,400 <u>+330.00</u> Equals \$373.20 Times 30 years of benefit service <u>x 30</u> Subtotal \$11,196.00
For employment after December 31, 2016 2017: 11% times \$33,000 \$3,784 * 2018: 11% times \$34,000 3,784 * 2019: 11% times \$35,000 <u>+3,850</u> Subtotal \$11,418	For employment after December 31, 2016 2017: 1.25% times \$33,000 \$430.00 * 2018: 1.25% times \$34,000 430.00 * 2019: 1.25% times \$35,000 <u>+437.50</u> Subtotal \$1,297.50
Total lump sum \$109,938	Total lifetime annual annuity \$12,493.50 Divided by 12 months <u>÷12</u> Total lifetime monthly annuity \$1,041.13
* \$3,784 minimum applies	* \$430 minimum applies

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

Labor-Management

Edit current Labor Management article to read as follows:

The purpose of the Labor-Management Committee is to:

- 1) Provide a means for SHARE union representatives and UMass Memorial management to discuss work-related issues and to foster healthy, productive union-management relations.
- 2) From this foundation, take on strategic projects of mutual benefit.

Specific Objectives

- To promote respect, mutual cooperation and understanding between the Union and the Hospital.
- To propose new ideas for discussion and implementation (e.g. workplace culture and the link between people and productivity, models of labor-management productive engagement and new work systems).
- To work through work-related issues and problems.
- To enhance day-to-day operations and activities of the workforce.
- To oversee joint programs, including programs to facilitate employee involvement efforts toward improving quality and productivity.
- To resolve the list of outstanding contract and policy issues by April 1st, 2013.

Structure

The Labor-Management Committee will include members of top leadership of UMass Memorial and SHARE. From UMass Memorial, members will come from HR and from UMass Memorial operational positions. SHARE and UMass Memorial will agree about who will be on the Labor-Management Committee and sub-committees. The Labor-Management Committee will meet once every two months, for two hours.

The L-M Committee may assign issues to sub-committees with the expertise to resolve whatever issues need to be resolved. The sub-committees are accountable to the Committee for their progress and outcomes. The L-M committee will help the sub-committee by removing road-blocks to resolution if necessary, so that issues may be resolved in a timely manner.

Outstanding issues from this contract will require sub-committees focusing on Compensation, Updating Policies, and Labor Relations Issues. Others may be needed.

Issues for the Labor-Management Committee to pursue could include (by mutual agreement): patient satisfaction and productivity initiatives, 401(k) training, career training, wellness initiatives, labor-management innovation (such as taking problem-solving to the next level or new work security projects), and employee morale. It is understood that SHARE's goal will be individual member growth and engagement in solving problems to improve their work experience as well as to improve how our hospital functions.

MOA re Issues from 2012 contract negotiations to be addressed by the SHARE-UMass Memorial Labor-Management Committee

Compensation & Payroll issues to tackle:

- SHARE proposal to establish hiring scales for peer-slotted jobs to prevent hiring errors and to allow transparency for incumbents, and also to make corrections to incumbent outliers
- UMass Memorial proposal to increase parking rates for SHARE members who park in unreserved lots at the rate of \$1/year, until they reach the published rates for the unreserved lots. For SHARE members who park in a reserved lot, the proposal is that the rate shall be increased to the published rate of the reserved lot.
- Documentation of certification bonus for Med Tech 1 & 2, and for Nuclear Med Tech
- Clarification of promotion, demotion & transfer rates with respect to bridged employees
- UMass Memorial proposal to cut the length of a bridged break in service from 3 years to 1 year
- SHARE proposal to make corrections to a few people who were hired into SHARE between 12/1/2011 and 4/1/2012, and who were given credit for 1 too few years of experience
- UMass Memorial proposal to remove 10-year cap on external experience in some billing jobs to facilitate hiring experienced billers, including addressing the effect on incumbents
- Holiday pay issue relating to when holiday starts for 12-hour shift employees
- Holiday pay for holidays off relating to 10 and 12-hour shift employees
- SHARE proposal that any “weekend bonus” or other add-comp programs should apply to all employees in the affected area
- SHARE proposal that employees budgeted as part-time who consistently work more than their budgeted hours should be budgeted at their actual regularly worked hours, and that per-diem employees who consistently work 20 or more hours per week should be placed in benefitted positions

Policies to tackle:

- SHARE proposal for amending “On-call and Sleep Time” article
- SHARE proposal that employees be allowed to use their own time to take off the Friday after Thanksgiving in departments where patient care would not be affected by low staffing on that day
- Employee Impairment policy update
- [Unauthorized Disclosure of Patient Information] Policy update
- Updating of changes to other policies as mandated by law
- SHARE proposal to create one policy for extended medical leave, personal leave and educational leave for all SHARE members
- UMass Memorial proposal to eliminate “Policy Leaves” and revert to standard FMLA provisions
- Bereavement Policy implementation problems

- Exploration of whether policy of permitting employees to donate time for co-workers creates ERISA issue
- Departmental measures of seniority
- Process for time-off requests
- Difficulty of reviewing KRONOS time records in accordance with policy
- UMass Memorial proposal for policy on Social Networking

Problem-Solving & Discipline issues to tackle:

- UMass Memorial proposal for 10-day timeline for initiating problem-solving process
- Evaluation of problem-solving process in its present state and possible improvements
- SHARE proposal that employees sent home because of illness should not have the time counted against them as unscheduled absences

Layoff issues to tackle:

- Layoff seniority and the role of cost center, shift, and campus in layoffs
- UMass Memorial proposal that if a laid-off employee rejects recall to the same position, they will be removed from the recall list
- Implementation of the “Temporary work for laid-off employees” bullet of Layoff article
- Severance for reductions in hours

Scheduling Overtime and Extra Time

Replace sentence on p.101 of contract that begins, "Part-time workers and per diems may be scheduled..." with the following:

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

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

- a. Part-time SHARE staff on unit
- b. Part-time SHARE staff from off unit
- c. Per Diem staff for straight time
- d. Full-time SHARE staff

Layoffs resulting in a lower grade

Add the underlined language below to "Wages, promotion, demotion, slotting", p.11.

Demotion:

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

All Employees

- Return to work and RIF employees may have their base salary go up/down based on job grade. Laid-off employees who are not able to find a job at their previous grade level, and who end up taking a job in a lower grade, will be considered involuntary transfers.
- Involuntary transfers resulting in a lower grade will remain at their same rate.
- The Staffing Partner/and/or Management will continue to determine creditable experience.
- Employees who are rehired and whose service will be bridged, will be placed based on the transfer, promotion and demotion rules above.

Outsourcing, Closing, or Selling Parts of UMass Memorial

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

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

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

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

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

MOA re Working Together to Prevent Financial Crisis

SHARE recognizes that there are financial pressures on the Hospital, and that it is difficult to predict how those pressures will affect UMass Memorial over the next four years. If, prior to the fourth year of this agreement, hospital leadership feels that the financial situation is so bad that they need to ask SHARE to change the agreement for the fourth year, SHARE agrees to talk about it.

If this happened, SHARE and UMass Memorial agree that we would meet in good faith to discuss the problem and to consider possible solutions. There would be no obligation to make any changes to the contract, on either side. If we reached an agreement that would change the contract, no change would be made unless SHARE members voted to approve it.

MOA re Setting Health Insurance Premium Equivalent

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

Surplus/Deficit

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

Timeline

- April: Preliminary cost reconciliation for the previous year to determine whether there was a surplus or deficit. UMass Memorial informs SHARE of the results.
- July-August: First draft of calculating the next year's rates. UMass Memorial and SHARE meet to review the projected costs and discuss any issues or concerns
- August-September: Finalize rates and review the information with SHARE early enough to address any issues before the print deadline.
- October: Mail benefit packages to employees
- October/November: Open enrollment
- January 1: New rates go into effect

Calculating the next year's rates

The next year's rates are calculated using:

- Claims data for the most relevant 12 months
- Healthcare cost trend rates at UMass Memorial, and nationally
- Cost effects of any expected changes in plan structure or legal requirements
- Stop-loss costs
- Administrative fees for insurance companies managing the claims
- Projected prescription benefit costs
- A margin, if appropriate, taking into account both the level of uncertainty about health care costs in the coming year, and the balance between surpluses and deficits in preceding years.

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

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

ADM3	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$11.80	\$12.03	\$12.26	\$12.49	\$12.72
1	12.04	12.27	12.51	12.74	12.97
2	12.28	12.52	12.75	12.99	13.23
3	12.52	12.76	13.01	13.24	13.48
4	12.77	13.01	13.25	13.50	13.74
5	13.03	13.26	13.50	13.75	14.00
6	13.29	13.53	13.76	14.00	14.26
7	13.55	13.79	14.04	14.27	14.51
8	13.83	14.06	14.30	14.56	14.79
9	14.10	14.34	14.58	14.82	15.09
10	14.38	14.62	14.86	15.11	15.35
11	14.67	14.90	15.15	15.39	15.65
12	14.97	15.20	15.43	15.69	15.93
13	15.26	15.50	15.74	15.97	16.24
14	15.57	15.80	16.04	16.29	16.52
15	15.88	16.12	16.35	16.60	16.85
16	16.20	16.43	16.68	16.91	17.17
17	16.52	16.76	16.99	17.25	17.48
18	16.85	17.09	17.33	17.56	17.83
19	17.19	17.42	17.67	17.91	18.15
20	17.53	17.77	18.00	18.26	18.50
Max	\$17.88	18.12	18.36	18.59	18.86

ADM4	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$12.94	\$13.17	\$13.40	\$13.63	\$13.86
1	13.20	13.43	13.67	13.90	14.14
2	13.46	13.70	13.93	14.18	14.41
3	13.73	13.96	14.21	14.44	14.70
4	14.01	14.24	14.47	14.73	14.96
5	14.29	14.52	14.76	14.99	15.26
6	14.57	14.81	15.05	15.29	15.52
7	14.86	15.10	15.34	15.59	15.83
8	15.16	15.39	15.64	15.88	16.14
9	15.46	15.70	15.93	16.19	16.43
10	15.77	16.00	16.25	16.48	16.75
11	16.09	16.32	16.55	16.81	17.04
12	16.41	16.65	16.88	17.12	17.38
13	16.74	16.97	17.22	17.45	17.70
14	17.07	17.31	17.54	17.80	18.03
15	17.42	17.65	17.89	18.13	18.39
16	17.76	18.00	18.24	18.48	18.73
17	18.12	18.35	18.59	18.84	19.08
18	18.48	18.72	18.95	19.20	19.45
19	18.85	19.08	19.33	19.56	19.82
20	19.23	19.46	19.70	19.95	20.19
Max	\$19.61	19.85	20.08	20.33	20.58

ADM5	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$14.21	\$14.44	\$14.67	\$14.90	\$15.13
1	14.49	14.73	14.96	15.20	15.43
2	14.78	15.01	15.26	15.49	15.74
3	15.08	15.31	15.54	15.80	16.03
4	15.38	15.62	15.85	16.09	16.35
5	15.69	15.92	16.17	16.40	16.65
6	16.00	16.24	16.47	16.73	16.96
7	16.32	16.55	16.80	17.03	17.30
8	16.65	16.88	17.12	17.37	17.61
9	16.98	17.22	17.45	17.70	17.95
10	17.32	17.55	17.80	18.03	18.29
11	17.67	17.90	18.14	18.39	18.63
12	18.02	18.26	18.49	18.74	18.99
13	18.38	18.62	18.86	19.09	19.35
14	18.75	18.98	19.23	19.47	19.71
15	19.12	19.36	19.59	19.85	20.09
16	19.51	19.74	19.98	20.22	20.48
17	19.90	20.13	20.37	20.61	20.86
18	20.30	20.53	20.77	21.01	21.26
19	20.70	20.94	21.18	21.42	21.66
20	21.12	21.35	21.59	21.84	22.08
Max	\$21.54	21.78	22.01	22.26	22.51

ADM6	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$15.58	\$15.81	\$16.04	\$16.27	\$16.50
1	15.89	16.13	16.36	16.60	16.83
2	16.21	16.44	16.69	16.92	17.17
3	16.53	16.77	17.00	17.26	17.49
4	16.86	17.10	17.34	17.57	17.84
5	17.20	17.43	17.68	17.92	18.16
6	17.55	17.78	18.01	18.27	18.51
7	17.90	18.14	18.37	18.60	18.87
8	18.25	18.49	18.74	18.97	19.21
9	18.62	18.85	19.09	19.35	19.58
10	18.99	19.23	19.46	19.71	19.97
11	19.37	19.60	19.85	20.08	20.34
12	19.76	19.99	20.23	20.48	20.72
13	20.15	20.39	20.62	20.87	21.12
14	20.56	20.79	21.03	21.27	21.52
15	20.97	21.21	21.44	21.69	21.93
16	21.39	21.62	21.87	22.10	22.36
17	21.82	22.05	22.29	22.54	22.78
18	22.25	22.49	22.73	22.97	23.23
19	22.70	22.93	23.17	23.42	23.66
20	23.15	23.39	23.62	23.87	24.12
Max	\$23.61	23.85	24.09	24.33	24.58

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

ADM7	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$17.10	\$17.33	\$17.56	\$17.79	\$18.02
1	17.44	17.68	17.91	18.15	18.38
2	17.79	18.02	18.27	18.50	18.75
3	18.15	18.38	18.62	18.87	19.10
4	18.51	18.75	18.98	19.23	19.48
5	18.88	19.11	19.36	19.59	19.85
6	19.26	19.49	19.73	19.98	20.22
7	19.64	19.88	20.11	20.36	20.61
8	20.04	20.27	20.51	20.75	21.00
9	20.44	20.68	20.91	21.15	21.40
10	20.84	21.08	21.33	21.56	21.81
11	21.26	21.49	21.74	21.99	22.23
12	21.69	21.92	22.15	22.41	22.66
13	22.12	22.36	22.59	22.83	23.09
14	22.56	22.80	23.04	23.28	23.52
15	23.01	23.25	23.49	23.74	23.98
16	23.47	23.70	23.95	24.19	24.45
17	23.94	24.17	24.41	24.66	24.91
18	24.42	24.65	24.89	25.13	25.39
19	24.91	25.14	25.38	25.62	25.87
20	25.41	25.64	25.88	26.12	26.37
Max	\$25.92	26.15	26.39	26.63	26.88

ADM8	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$18.79	\$19.02	\$19.25	\$19.48	\$19.71
1	19.17	19.40	19.64	19.87	20.10
2	19.55	19.79	20.02	20.27	20.50
3	19.94	20.18	20.42	20.66	20.91
4	20.34	20.57	20.82	21.06	21.31
5	20.75	20.98	21.22	21.47	21.72
6	21.16	21.40	21.63	21.88	22.13
7	21.58	21.82	22.06	22.30	22.55
8	22.02	22.25	22.49	22.74	22.98
9	22.46	22.70	22.93	23.17	23.43
10	22.90	23.14	23.39	23.62	23.87
11	23.36	23.59	23.84	24.09	24.33
12	23.83	24.06	24.30	24.55	24.81
13	24.31	24.54	24.78	25.02	25.28
14	24.79	25.03	25.27	25.51	25.76
15	25.29	25.52	25.77	26.01	26.25
16	25.79	26.03	26.27	26.52	26.76
17	26.31	26.54	26.79	27.03	27.29
18	26.84	27.07	27.31	27.56	27.81
19	27.37	27.61	27.85	28.09	28.35
20	27.92	28.15	28.40	28.64	28.89
Max	\$28.48	28.71	28.95	29.20	29.45

ADM9	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$20.64	\$20.87	\$21.10	\$21.33	\$21.56
1	21.05	21.29	21.52	21.76	21.99
2	21.47	21.71	21.95	22.19	22.43
3	21.90	22.13	22.38	22.62	22.87
4	22.34	22.57	22.81	23.06	23.31
5	22.79	23.02	23.26	23.50	23.76
6	23.24	23.48	23.72	23.96	24.20
7	23.71	23.94	24.18	24.43	24.67
8	24.18	24.42	24.65	24.90	25.15
9	24.67	24.90	25.14	25.38	25.63
10	25.16	25.40	25.63	25.88	26.12
11	25.66	25.90	26.14	26.38	26.63
12	26.18	26.41	26.65	26.90	27.14
13	26.70	26.94	27.17	27.42	27.67
14	27.23	27.47	27.71	27.95	28.20
15	27.78	28.01	28.25	28.50	28.74
16	28.33	28.57	28.80	29.05	29.30
17	28.90	29.13	29.38	29.61	29.87
18	29.48	29.71	29.95	30.20	30.44
19	30.07	30.30	30.54	30.78	31.04
20	30.67	30.91	31.14	31.39	31.63
Max	\$31.28	31.52	31.76	32.00	32.25

ADM10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$22.68	\$22.91	\$23.14	\$23.37	\$23.60
1	23.13	23.37	23.60	23.84	24.07
2	23.60	23.83	24.07	24.31	24.55
3	24.07	24.31	24.54	24.79	25.03
4	24.55	24.79	25.03	25.27	25.52
5	25.04	25.28	25.52	25.77	26.01
6	25.54	25.78	26.02	26.27	26.52
7	26.05	26.29	26.53	26.78	27.03
8	26.57	26.81	27.05	27.30	27.55
9	27.10	27.34	27.58	27.83	28.08
10	27.65	27.88	28.12	28.37	28.62
11	28.20	28.44	28.67	28.92	29.17
12	28.76	29.00	29.24	29.48	29.73
13	29.34	29.57	29.81	30.06	30.30
14	29.93	30.16	30.40	30.64	30.90
15	30.52	30.76	31.00	31.24	31.49
16	31.13	31.37	31.61	31.85	32.10
17	31.76	31.99	32.23	32.48	32.72
18	32.39	32.63	32.86	33.11	33.36
19	33.04	33.27	33.52	33.75	34.01
20	33.70	33.94	34.17	34.43	34.66
Max	\$34.38	34.61	34.85	35.09	35.35

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

NSG1	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$10.99	\$11.22	\$11.45	\$11.68	\$11.91
1	11.21	11.44	11.68	11.91	12.15
2	11.43	11.67	11.90	12.15	12.38
3	11.66	11.89	12.14	12.37	12.63
4	11.90	12.13	12.36	12.62	12.85
5	12.13	12.37	12.61	12.84	13.11
6	12.38	12.61	12.85	13.10	13.33
7	12.62	12.86	13.10	13.34	13.60
8	12.88	13.11	13.35	13.60	13.84
9	13.13	13.37	13.61	13.85	14.11
10	13.40	13.63	13.87	14.12	14.36
11	13.66	13.90	14.14	14.38	14.64
12	13.94	14.17	14.41	14.66	14.90
13	14.22	14.45	14.69	14.93	15.19
14	14.50	14.74	14.97	15.22	15.46
15	14.79	15.02	15.27	15.50	15.76
16	15.09	15.32	15.56	15.81	16.04
17	15.39	15.63	15.86	16.11	16.36
18	15.70	15.93	16.18	16.41	16.67
19	16.01	16.25	16.48	16.74	16.97
20	16.33	16.56	16.81	17.04	17.31
Max	\$16.66	16.89	17.13	17.38	17.62

NSG3	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$13.29	\$13.52	\$13.75	\$13.98	\$14.21
1	13.56	13.79	14.03	14.26	14.49
2	13.83	14.07	14.30	14.55	14.78
3	14.10	14.34	14.59	14.82	15.08
4	14.39	14.62	14.86	15.12	15.35
5	14.67	14.91	15.15	15.39	15.66
6	14.97	15.20	15.44	15.69	15.93
7	15.27	15.50	15.74	15.98	16.24
8	15.57	15.81	16.04	16.29	16.53
9	15.88	16.12	16.36	16.60	16.85
10	16.20	16.43	16.68	16.92	17.17
11	16.52	16.76	16.99	17.25	17.49
12	16.85	17.09	17.33	17.56	17.83
13	17.19	17.42	17.67	17.91	18.15
14	17.54	17.77	18.00	18.26	18.50
15	17.89	18.13	18.36	18.59	18.86
16	18.24	18.48	18.73	18.96	19.20
17	18.61	18.84	19.08	19.34	19.57
18	18.98	19.22	19.45	19.70	19.96
19	19.36	19.59	19.84	20.07	20.33
20	19.75	19.98	20.22	20.47	20.71
Max	\$20.14	20.38	20.61	20.86	21.11

NSG4	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$14.21	\$14.44	\$14.67	\$14.90	\$15.13
1	14.49	14.73	14.96	15.20	15.43
2	14.78	15.01	15.26	15.49	15.74
3	15.08	15.31	15.54	15.80	16.03
4	15.38	15.62	15.85	16.09	16.35
5	15.69	15.92	16.17	16.40	16.65
6	16.00	16.24	16.47	16.73	16.96
7	16.32	16.55	16.80	17.03	17.30
8	16.65	16.88	17.12	17.37	17.61
9	16.98	17.22	17.45	17.70	17.95
10	17.32	17.55	17.80	18.03	18.29
11	17.67	17.90	18.14	18.39	18.63
12	18.02	18.26	18.49	18.74	18.99
13	18.38	18.62	18.86	19.09	19.35
14	18.75	18.98	19.23	19.47	19.71
15	19.12	19.36	19.59	19.85	20.09
16	19.51	19.74	19.98	20.22	20.48
17	19.90	20.13	20.37	20.61	20.86
18	20.30	20.53	20.77	21.01	21.26
19	20.70	20.94	21.18	21.42	21.66
20	21.12	21.35	21.59	21.84	22.08
Max	\$21.54	21.78	22.01	22.26	22.51

NSG5	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$15.19	\$15.42	\$15.65	\$15.88	\$16.11
1	15.49	15.73	15.96	16.20	16.43
2	15.80	16.03	16.28	16.51	16.76
3	16.12	16.35	16.59	16.84	17.07
4	16.44	16.68	16.91	17.16	17.41
5	16.77	17.00	17.25	17.48	17.74
6	17.11	17.34	17.57	17.83	18.06
7	17.45	17.69	17.92	18.16	18.42
8	17.80	18.03	18.28	18.51	18.76
9	18.15	18.39	18.63	18.88	19.11
10	18.52	18.75	18.99	19.24	19.49
11	18.89	19.13	19.36	19.60	19.86
12	19.26	19.50	19.75	19.98	20.23
13	19.65	19.88	20.12	20.38	20.61
14	20.04	20.28	20.51	20.76	21.02
15	20.44	20.68	20.92	21.15	21.41
16	20.85	21.08	21.33	21.57	21.81
17	21.27	21.50	21.74	21.99	22.24
18	21.70	21.93	22.16	22.41	22.66
19	22.13	22.37	22.60	22.84	23.09
20	22.57	22.81	23.05	23.29	23.53
Max	\$23.02	23.26	23.50	23.75	23.99

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

SER6	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$11.80	\$12.03	\$12.26	\$12.49	\$12.72
1	12.04	12.27	12.51	12.74	12.97
2	12.28	12.52	12.75	12.99	13.23
3	12.52	12.76	13.01	13.24	13.48
4	12.77	13.01	13.25	13.50	13.74
5	13.03	13.26	13.50	13.75	14.00
6	13.29	13.53	13.76	14.00	14.26
7	13.55	13.79	14.04	14.27	14.51
8	13.83	14.06	14.30	14.56	14.79
9	14.10	14.34	14.58	14.82	15.09
10	14.38	14.62	14.86	15.11	15.35
11	14.67	14.90	15.15	15.39	15.65
12	14.97	15.20	15.43	15.69	15.93
13	15.26	15.50	15.74	15.97	16.24
14	15.57	15.80	16.04	16.29	16.52
15	15.88	16.12	16.35	16.60	16.85
16	16.20	16.43	16.68	16.91	17.17
17	16.52	16.76	16.99	17.25	17.48
18	16.85	17.09	17.33	17.56	17.83
19	17.19	17.42	17.67	17.91	18.15
20	17.53	17.77	18.00	18.26	18.50
Max	\$17.88	18.12	18.36	18.59	18.86

SER7	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$12.94	\$13.17	\$13.40	\$13.63	\$13.86
1	13.20	13.43	13.67	13.90	14.14
2	13.46	13.70	13.93	14.18	14.41
3	13.73	13.96	14.21	14.44	14.70
4	14.01	14.24	14.47	14.73	14.96
5	14.29	14.52	14.76	14.99	15.26
6	14.57	14.81	15.05	15.29	15.52
7	14.86	15.10	15.34	15.59	15.83
8	15.16	15.39	15.64	15.88	16.14
9	15.46	15.70	15.93	16.19	16.43
10	15.77	16.00	16.25	16.48	16.75
11	16.09	16.32	16.55	16.81	17.04
12	16.41	16.65	16.88	17.12	17.38
13	16.74	16.97	17.22	17.45	17.70
14	17.07	17.31	17.54	17.80	18.03
15	17.42	17.65	17.89	18.13	18.39
16	17.76	18.00	18.24	18.48	18.73
17	18.12	18.35	18.59	18.84	19.08
18	18.48	18.72	18.95	19.20	19.45
19	18.85	19.08	19.33	19.56	19.82
20	19.23	19.46	19.70	19.95	20.19
Max	\$19.61	19.85	20.08	20.33	20.58

SER9	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$15.63	\$15.86	\$16.09	\$16.32	\$16.55
1	15.94	16.18	16.41	16.65	16.88
2	16.26	16.49	16.74	16.97	17.22
3	16.59	16.82	17.05	17.31	17.54
4	16.92	17.16	17.39	17.63	17.89
5	17.26	17.49	17.74	17.97	18.22
6	17.60	17.84	18.07	18.33	18.56
7	17.95	18.19	18.43	18.67	18.93
8	18.31	18.54	18.79	19.03	19.28
9	18.68	18.91	19.15	19.40	19.65
10	19.05	19.29	19.52	19.77	20.02
11	19.43	19.67	19.91	20.15	20.40
12	19.82	20.05	20.30	20.54	20.79
13	20.22	20.45	20.69	20.94	21.19
14	20.62	20.86	21.09	21.34	21.59
15	21.04	21.27	21.51	21.75	22.00
16	21.46	21.70	21.93	22.17	22.42
17	21.89	22.12	22.37	22.60	22.85
18	22.32	22.56	22.80	23.05	23.29
19	22.77	23.00	23.25	23.49	23.75
20	23.23	23.46	23.69	23.95	24.19
Max	\$23.69	23.93	24.16	24.40	24.66

SER10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$17.10	\$17.33	\$17.56	\$17.79	\$18.02
1	17.44	17.68	17.91	18.15	18.38
2	17.79	18.02	18.27	18.50	18.75
3	18.15	18.38	18.62	18.87	19.10
4	18.51	18.75	18.98	19.23	19.48
5	18.88	19.11	19.36	19.59	19.85
6	19.26	19.49	19.73	19.98	20.22
7	19.64	19.88	20.11	20.36	20.61
8	20.04	20.27	20.51	20.75	21.00
9	20.44	20.68	20.91	21.15	21.40
10	20.84	21.08	21.33	21.56	21.81
11	21.26	21.49	21.74	21.99	22.23
12	21.69	21.92	22.15	22.41	22.66
13	22.12	22.36	22.59	22.83	23.09
14	22.56	22.80	23.04	23.28	23.52
15	23.01	23.25	23.49	23.74	23.98
16	23.47	23.70	23.95	24.19	24.45
17	23.94	24.17	24.41	24.66	24.91
18	24.42	24.65	24.89	25.13	25.39
19	24.91	25.14	25.38	25.62	25.87
20	25.41	25.64	25.88	26.12	26.37
Max	\$25.92	26.15	26.39	26.63	26.88

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

TEC5	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$14.21	\$14.44	\$14.67	\$14.90	\$15.13
1	14.49	14.73	14.96	15.20	15.43
2	14.78	15.01	15.26	15.49	15.74
3	15.08	15.31	15.54	15.80	16.03
4	15.38	15.62	15.85	16.09	16.35
5	15.69	15.92	16.17	16.40	16.65
6	16.00	16.24	16.47	16.73	16.96
7	16.32	16.55	16.80	17.03	17.30
8	16.65	16.88	17.12	17.37	17.61
9	16.98	17.22	17.45	17.70	17.95
10	17.32	17.55	17.80	18.03	18.29
11	17.67	17.90	18.14	18.39	18.63
12	18.02	18.26	18.49	18.74	18.99
13	18.38	18.62	18.86	19.09	19.35
14	18.75	18.98	19.23	19.47	19.71
15	19.12	19.36	19.59	19.85	20.09
16	19.51	19.74	19.98	20.22	20.48
17	19.90	20.13	20.37	20.61	20.86
18	20.30	20.53	20.77	21.01	21.26
19	20.70	20.94	21.18	21.42	21.66
20	21.12	21.35	21.59	21.84	22.08
Max	\$21.54	21.78	22.01	22.26	22.51

TEC6	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$15.58	\$15.81	\$16.04	\$16.27	\$16.50
1	15.89	16.13	16.36	16.60	16.83
2	16.21	16.44	16.69	16.92	17.17
3	16.53	16.77	17.00	17.26	17.49
4	16.86	17.10	17.34	17.57	17.84
5	17.20	17.43	17.68	17.92	18.16
6	17.55	17.78	18.01	18.27	18.51
7	17.90	18.14	18.37	18.60	18.87
8	18.25	18.49	18.74	18.97	19.21
9	18.62	18.85	19.09	19.35	19.58
10	18.99	19.23	19.46	19.71	19.97
11	19.37	19.60	19.85	20.08	20.34
12	19.76	19.99	20.23	20.48	20.72
13	20.15	20.39	20.62	20.87	21.12
14	20.56	20.79	21.03	21.27	21.52
15	20.97	21.21	21.44	21.69	21.93
16	21.39	21.62	21.87	22.10	22.36
17	21.82	22.05	22.29	22.54	22.78
18	22.25	22.49	22.73	22.97	23.23
19	22.70	22.93	23.17	23.42	23.66
20	23.15	23.39	23.62	23.87	24.12
Max	\$23.61	23.85	24.09	24.33	24.58

TEC7	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$17.10	\$17.33	\$17.56	\$17.79	\$18.02
1	17.44	17.68	17.91	18.15	18.38
2	17.79	18.02	18.27	18.50	18.75
3	18.15	18.38	18.62	18.87	19.10
4	18.51	18.75	18.98	19.23	19.48
5	18.88	19.11	19.36	19.59	19.85
6	19.26	19.49	19.73	19.98	20.22
7	19.64	19.88	20.11	20.36	20.61
8	20.04	20.27	20.51	20.75	21.00
9	20.44	20.68	20.91	21.15	21.40
10	20.84	21.08	21.33	21.56	21.81
11	21.26	21.49	21.74	21.99	22.23
12	21.69	21.92	22.15	22.41	22.66
13	22.12	22.36	22.59	22.83	23.09
14	22.56	22.80	23.04	23.28	23.52
15	23.01	23.25	23.49	23.74	23.98
16	23.47	23.70	23.95	24.19	24.45
17	23.94	24.17	24.41	24.66	24.91
18	24.42	24.65	24.89	25.13	25.39
19	24.91	25.14	25.38	25.62	25.87
20	25.41	25.64	25.88	26.12	26.37
Max	\$25.92	26.15	26.39	26.63	26.88

TEC8	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$18.79	\$19.02	\$19.25	\$19.48	\$19.71
1	19.17	19.40	19.64	19.87	20.10
2	19.55	19.79	20.02	20.27	20.50
3	19.94	20.18	20.42	20.66	20.91
4	20.34	20.57	20.82	21.06	21.31
5	20.75	20.98	21.22	21.47	21.72
6	21.16	21.40	21.63	21.88	22.13
7	21.58	21.82	22.06	22.30	22.55
8	22.02	22.25	22.49	22.74	22.98
9	22.46	22.70	22.93	23.17	23.43
10	22.90	23.14	23.39	23.62	23.87
11	23.36	23.59	23.84	24.09	24.33
12	23.83	24.06	24.30	24.55	24.81
13	24.31	24.54	24.78	25.02	25.28
14	24.79	25.03	25.27	25.51	25.76
15	25.29	25.52	25.77	26.01	26.25
16	25.79	26.03	26.27	26.52	26.76
17	26.31	26.54	26.79	27.03	27.29
18	26.84	27.07	27.31	27.56	27.81
19	27.37	27.61	27.85	28.09	28.35
20	27.92	28.15	28.40	28.64	28.89
Max	\$28.48	28.71	28.95	29.20	29.45

SHARE ranges for platform jobs - Raises scheduled October 1st of year at top of column.

From your current rate, move to the right one column and down one row to predict your raise.

TEC9	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$20.64	\$20.87	\$21.10	\$21.33	\$21.56
1	21.05	21.29	21.52	21.76	21.99
2	21.47	21.71	21.95	22.19	22.43
3	21.90	22.13	22.38	22.62	22.87
4	22.34	22.57	22.81	23.06	23.31
5	22.79	23.02	23.26	23.50	23.76
6	23.24	23.48	23.72	23.96	24.20
7	23.71	23.94	24.18	24.43	24.67
8	24.18	24.42	24.65	24.90	25.15
9	24.67	24.90	25.14	25.38	25.63
10	25.16	25.40	25.63	25.88	26.12
11	25.66	25.90	26.14	26.38	26.63
12	26.18	26.41	26.65	26.90	27.14
13	26.70	26.94	27.17	27.42	27.67
14	27.23	27.47	27.71	27.95	28.20
15	27.78	28.01	28.25	28.50	28.74
16	28.33	28.57	28.80	29.05	29.30
17	28.90	29.13	29.38	29.61	29.87
18	29.48	29.71	29.95	30.20	30.44
19	30.07	30.30	30.54	30.78	31.04
20	30.67	30.91	31.14	31.39	31.63
Max	\$31.28	31.52	31.76	32.00	32.25

TEC10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$22.68	\$22.91	\$23.14	\$23.37	\$23.60
1	23.13	23.37	23.60	23.84	24.07
2	23.60	23.83	24.07	24.31	24.55
3	24.07	24.31	24.54	24.79	25.03
4	24.55	24.79	25.03	25.27	25.52
5	25.04	25.28	25.52	25.77	26.01
6	25.54	25.78	26.02	26.27	26.52
7	26.05	26.29	26.53	26.78	27.03
8	26.57	26.81	27.05	27.30	27.55
9	27.10	27.34	27.58	27.83	28.08
10	27.65	27.88	28.12	28.37	28.62
11	28.20	28.44	28.67	28.92	29.17
12	28.76	29.00	29.24	29.48	29.73
13	29.34	29.57	29.81	30.06	30.30
14	29.93	30.16	30.40	30.64	30.90
15	30.52	30.76	31.00	31.24	31.49
16	31.13	31.37	31.61	31.85	32.10
17	31.76	31.99	32.23	32.48	32.72
18	32.39	32.63	32.86	33.11	33.36
19	33.04	33.27	33.52	33.75	34.01
20	33.70	33.94	34.17	34.43	34.66
Max	\$34.38	34.61	34.85	35.09	35.35

TEC11	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$24.91	\$25.14	\$25.37	\$25.60	\$25.83
1	25.41	25.64	25.88	26.11	26.35
2	25.92	26.15	26.39	26.63	26.87
3	26.43	26.67	26.91	27.15	27.40
4	26.96	27.19	27.44	27.68	27.93
5	27.50	27.73	27.97	28.22	28.47
6	28.05	28.28	28.52	28.76	29.02
7	28.61	28.85	29.08	29.33	29.57
8	29.19	29.42	29.66	29.90	30.15
9	29.77	30.01	30.24	30.49	30.73
10	30.37	30.60	30.84	31.08	31.33
11	30.97	31.21	31.45	31.69	31.94
12	31.59	31.82	32.07	32.31	32.56
13	32.22	32.46	32.69	32.95	33.19
14	32.87	33.10	33.34	33.58	33.84
15	33.53	33.76	34.00	34.24	34.49
16	34.20	34.44	34.67	34.91	35.16
17	34.88	35.12	35.36	35.60	35.84
18	35.58	35.81	36.06	36.30	36.55
19	36.29	36.53	36.76	37.02	37.26
20	37.01	37.25	37.50	37.73	38.00
Max	\$37.76	37.99	38.23	38.48	38.72

TEC12	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$27.39	\$27.62	\$27.85	\$28.08	\$28.31
1	27.94	28.17	28.41	28.64	28.88
2	28.50	28.73	28.97	29.21	29.45
3	29.07	29.30	29.54	29.78	30.03
4	29.65	29.89	30.12	30.37	30.61
5	30.24	30.48	30.72	30.96	31.21
6	30.85	31.08	31.32	31.57	31.81
7	31.46	31.70	31.94	32.18	32.44
8	32.09	32.32	32.57	32.81	33.06
9	32.73	32.97	33.20	33.46	33.70
10	33.39	33.62	33.86	34.10	34.36
11	34.06	34.29	34.53	34.77	35.02
12	34.74	34.98	35.21	35.46	35.70
13	35.43	35.67	35.91	36.15	36.40
14	36.14	36.37	36.62	36.86	37.11
15	36.86	37.10	37.33	37.59	37.83
16	37.60	37.83	38.08	38.31	38.58
17	38.35	38.59	38.82	39.08	39.31
18	39.12	39.35	39.60	39.83	40.10
19	39.90	40.14	40.37	40.63	40.86
20	40.70	40.93	41.18	41.41	41.68
Max	\$41.51	41.75	41.98	42.24	42.47

SHARE ranges for PEER-based jobs - Raises are scheduled on October 1st of the year listed at the top of the column.

ADM7	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$17.10	\$17.33	\$17.56	\$17.79	\$18.02
Max	\$25.92	26.15	26.39	26.63	26.88

ADM8	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$18.79	\$19.02	\$19.25	\$19.48	\$19.71
Max	\$28.48	28.71	28.95	29.20	29.45

NSG10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$21.20	\$21.43	\$21.66	\$21.89	\$22.12
Max	\$32.13	32.36	32.59	32.82	33.05

Cytologist I & Cytologist II
 Dispatcher, Communication Specialist
 Interpreter & Interpreter, ASL
 LPN
 Technician, Cardiac Invasive
 Technician, Pharmacy - Certified & Registered
 Technologist, Histology II
 Technologist, Medical II
 Technologist, Medical Blood Bank
 Technologist, Nuclear Medicine
 Technologist, Polysomnographic
 Technologist, Rad I
 Technologist, Rad II
 Technologist, Rad II Angio; CT Scan; Mammography;
 Multi-Modality
 Technologist, Ultrasound
 Technologist, Ultrasound Registered
 Therapist, Radiation I & Therapist, Radiation II
 Therapist, Respiratory II

TEC6	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$15.58	\$15.81	\$16.04	\$16.27	\$16.50
Max	\$23.61	23.85	24.09	24.33	24.58

TEC7	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$17.10	\$17.33	\$17.56	\$17.79	\$18.02
Max	\$25.92	26.15	26.39	26.63	26.88

TEC9	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$20.64	\$20.87	\$21.10	\$21.33	\$21.56
Max	\$31.28	31.52	31.76	32.00	32.25

TEC10	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$22.68	\$22.91	\$23.14	\$23.37	\$23.60
Max	\$34.38	34.61	34.85	35.09	35.35

TEC11	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$24.91	\$25.14	\$25.37	\$25.60	\$25.83
Max	\$37.76	37.99	38.23	38.48	38.72

TEC12	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$27.39	\$27.62	\$27.85	\$28.08	\$28.31
Max	\$41.51	41.75	41.98	42.24	42.47

TEC13	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$30.09	\$30.32	\$30.55	\$30.78	\$31.01
Max	\$45.61	45.84	46.07	46.30	46.53

TEC14	Oct-11	Oct-12	Oct-13	Oct-14	Oct-15
Min	\$33.07	\$33.30	\$33.53	\$33.76	\$33.99
Max	\$50.12	50.35	50.58	50.81	51.04

Agreement between UMass Memorial & SHARE

October 1, 2007 - September 30, 2011



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Preamble

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

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

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

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

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

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

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

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

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

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

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

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

Civility: A Policy of Kindness

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

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

Labor/Management

Purpose

To provide a means for the union representatives and management to meet jointly to discuss work-related issues and to foster healthy, productive union/management relations.

Specific Objectives

- To promote respect, mutual cooperation and understanding of both the Union and the Hospitals.
- To propose new ideas for discussion and implementation (e.g. workplace culture and the link between people and productivity, models of labor-management productive engagement and new work systems).
- To work through work-related issues and problems.
- To enhance day-to-day operations and activities of the workforce.
- To oversee all joint programs, including programs to facilitate employee involvement efforts toward improving quality and productivity.

Guidelines

Agenda items proposed by either side will be exchanged between Team Leaders for UMass Memorial and SHARE one week prior to a scheduled meeting.

Meetings will be held on the second Tuesday of every month or on an ad hoc basis if mutually agreed. Meetings will be limited to two hours, unless extended by mutual agreement, and will be held at previously agreed to times and locations.

The committee shall be composed of up to five members from the Hospitals and five members from the Union; additional persons may be added by mutual agreement.

Work Redesign/ Joint Patient Satisfaction & Process Improvement

The goals of joint work redesign include improving the quality of patient care, increasing productivity, and improving working conditions for employees in a department or area. Representatives from all roles in the area should be involved in the evaluation of the work design and in redesigning work processes. A better way to get the work done can often be found if all roles have input into the process.

Joint work on Patient Satisfaction and Process Improvement

UMass Memorial and SHARE recognize our joint interest in improving patient satisfaction, employee satisfaction, and doing other joint process improvement projects. We agree to continue and expand our joint work in these areas. UMass Memorial leadership and SHARE leadership will work together to enable this to happen – working with the employees and their managers to overcome obstacles to releasing SHARE Reps, and being flexible in balancing the needs of these projects with the other needs of the departments. A joint union-management oversight committee will meet regularly to assess progress and to remove barriers.

Reclassification Committee

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

Release Time for Union Meetings, Trainings & Negotiations

Union Meetings and Trainings

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

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

We agree that release time may be used for:

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

MOA about release time for negotiations

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

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

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

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

Staff Meetings

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

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

Supervisor Training

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

Community Training in Problem Resolution Skills

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

Transfers and Career Development, hiring preference

Transfers & Career Development

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

Job Postings

It is our goal to encourage employees' growth within a department. Job openings will be posted within a unit or department for 5 days before posting internally. Jobs may be posted internally simultaneously with on-unit posting when there is a good faith belief that there are no candidates from the unit.

UMass Memorial shall facilitate job growth by giving internal candidates preference over external candidates. Job openings will be posted for external candidates only when the departmental and internal postings do not yield qualified candidates.

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

Transfers

Application: Employees must complete an “Internal Transfer/Change of Hours” form and submit it to Human Resources within the posting period. All applications are reviewed by the employment staff to determine if the candidate meets the minimum qualifications for the position, as described in the job description, and unit specific standards. Transfer applications will be handled confidentially, to the extent consistent with business needs.

Interview: Qualified applicants will be referred to the hiring manager for further consideration and interview. All internal candidates who meet the minimum qualifications will be interviewed. Before a selection is made, it is the manager’s responsibility to review the applicant’s file and with the permission of the applicant, obtain a reference from the previous manager.

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

Job offers: All job offers are made by the Human Resources staff.

Retaining Seniority: Employees who transfer will retain their seniority.

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

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

If you don't get an interview, or don't get the job: Transfer candidates will receive constructive feedback upon request about a decision not to interview or not to hire.

Training

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

SHARE and UMass Memorial make a strong commitment to internal training. It's good for employees to learn new skills and to move into higher paid positions, and it’s good for the hospitals to train

internal people to fill hard-to-fill vacancies. In setting up programs, the parties will work with the following ideas and principles:

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

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

We agree that at least one class will be offered on campus starting in September 2002.

PCA I to PCA II internal hiring preference

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

Wellness Task Force

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

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

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

Wages

Wages, promotion, demotion, slotting

Wages:

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

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

Notes about wages:

1. Grade Max – If a raise would put an employee above grade maximum, part of the raise goes to the base pay. Any part of the raise that does not go to base pay will be paid out for the year in a lump sum (Lump sum = Increase not added to base pay x Annual budgeted hours).
2. Raise to the base is any amount up to the grade maximum, but at least the raise to the base listed below:
 - 10/6/07 - entire raise to the base
 - 10/4/08 – 2% to base (rest paid as lump sum)
 - 10/3/09 – 3% to base (rest paid as lump sum)
 - 10/2/10 – 2% to base (rest paid as lump sum)
3. Parking reimbursement for people at or over the max. (see Parking)
4. Contract duration: 10/1/07 to 9/30/11 at 11:59 pm

Pay Rates Upon Hire, Transfer, & Promotion:

Peer Based Jobs

New Hires, Transfer, Promotion:

- Employee rate is based on creditable experience.

Increment Based Jobs

New Hires:

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

Lateral Transfers Within SHARE:

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

Transfers From Outside SHARE:

- Employee placed on increment based on their creditable experience.

Promotion:

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

Demotion:

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

All Employees

- Return to work and RIF employees may have their base salary go up/down based on job grade.
- Involuntary transfers resulting in a lower grade will remain at their same rate.
- The Staffing Partner/and/or Management will continue to determine creditable experience.
- Employees who are rehired and whose service will be bridged, will be placed based on the transfer, promotion and demotion rules above.

Definitions:

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

Experience:

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

These rules supersede the Equity provision of the prior contract.

4/4/09: Process for slotting jobs

Increment-Based Jobs:

Employees who are in increment based jobs will be placed at an increment rate based on creditable experience.

Employees will be given credit for up to ten years of experience outside of UMass Memorial and the number of years of creditable experience within the UMass Memorial system.

Employees will be placed at the increment corresponding to the number of years of creditable experience up to the range maximum. If the employee's current rate of pay is not equal to an increment rate, the employee will be placed at the increment rate closest to, but not less than their current rate of pay at the time of slotting.

The Staffing Partner will identify the number of years of creditable experience.

Review of Peer-Based Title Equity

Review equity in some technical jobs that were previously slotted where we have new equity problems. Discuss what can/should be done. We jointly commit to a good-faith process.

Assault Pay Policy

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

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

Differentials and Holidays

Rates:

- Evening Diff: \$2.00/hour
- Night Diff: \$4.00/hour
- Weekend Diff: \$2.50/hour
- Charge Pay: \$0.60/hour
- Preceptor Pay: \$2.50
- On-Call Pay: \$3.00
- Call-Back minimum(effective 4/4/09): 4 hours
- Holidays (effective 4/4/09): Time-and-one-half for the six major holidays, \$0.85/hour for the four minor holidays.) See Holiday Policy, under Time Off and Scheduling.

See also:

Shift Differentials Policy
Charge Differential Policy
Preceptor Pay Guidelines

Charge Differential Policy

PURPOSE

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

DEFINITIONS:

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

RESPONSIBILITY:

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

POLICY STATEMENT:

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

PROCEDURE:

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

Mileage Reimbursement

Effective June 1, 2005, UMass Memorial will reimburse employees at the federal rate for business travel using private automobiles. This rate is generally adjusted each year in January, and UMass Memorial rounds down on the half cent (e.g. If the federal rate is 40.5 cents/mile, UMass Memorial will reimburse at 40 cents/mile. If the federal rate is 41 cents/mile, UMass Memorial will reimburse at 41 cents/mile). Reimbursement will not be made for commuting between the Worcester campuses of UMass Memorial.

On-Call Policy

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

* NOTE: Prior to 4/4/09, the four-hour minimum referred to below was a three-hour minimum.

DEFINITIONS:

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

POLICY:

- A. Employees placed on-call will be paid the on-call rate of \$3.00 per hour.
- B. When SHARE members who are on-call report to work, the on-call pay will stop and they will be paid at time and-one-half including appropriate differentials.
- C. Employees who are given on-call status after choosing to be released during periods of reduced patient census and/or reduced workload and are subsequently called in to work, will be paid at their regular straight time hourly rate, including all applicable differentials. Employees will receive the premium of one-half their average hourly rate only for those hours worked in excess of their budgeted daily hours of 8 or more, or after 40 hours in a workweek.
- D. Employees who are called in will receive a minimum of four hours of pay. Employees who are called in to work less than four hours prior to the start of their regularly scheduled shift are not eligible for the four-hour minimum. Premium pay will apply for hours worked up to the start of the employees' regularly scheduled work shift, except as outlined in Paragraph C above.
- E. On-call pay resumes when employees stop receiving regular wages and resume on-call status.
- F. Each successive time eligible employees are called in to work while on-call, they will receive at least an additional four hours of pay, unless the period covered overlaps the previous four-hour minimum. Employees will not be paid more than once for the same period of time.
- G. Daily and weekly overtime pay may not be duplicated.
- H. On-call hours are not considered hours worked for purposes of overtime calculations or benefit accruals.
- I. Employees who are restricted to the premises are considered to be at work rather than on-call and will be paid at their current hourly rate.
- J. Employees who are not on-call and are called and agree to come in to work will receive a minimum of four hours of pay, except when called in less than four hours prior to the start of their regularly scheduled shift. In this instance, they will be paid up to the start of the regularly scheduled shift. They will be paid at straight time, except as governed by the overtime rules.
- K. Employees who are not on-call and who report to work for in-services, staff meetings, or any purpose other than to perform their regular job duties will be paid from the time that they report in to the time that they leave. The four-hour minimum will not apply.

PROCEDURE:

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

On-call and Sleep Time

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

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

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

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

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

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

Overtime Calculation

Effective 10/1/2005.

- A. All eligible employees will be paid at one and one half (1-1/2) times their regular rate for each hour or fraction thereof (in 15 minute increments) worked in excess of 40 hours in a workweek.
- B. Eligible employees working standard schedules (8 hours or less per day) will be paid at one and one half (1-1/2) times their regular hourly rate for time worked (as defined by the policy governing time reporting for non-exempt employees) beyond eight hours on a workday or after forty in a workweek.
- C. Employees who work a flexible schedule will receive overtime pay for hours worked (as defined by the policy governing time reporting for non-exempt employees) in excess of their budgeted daily hours when over 8 hours, or after forty hours in the week has been worked at straight time.
- D. Employees who work less than eight hours in a workday or forty hours in a workweek, will be

paid at their regular hourly rate for extra time worked up to eight hours in a workday or forty hours in a workweek.

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

Preceptor Pay Guidelines

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

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

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

Definitions

For purposes of this Article, the following definitions shall apply:

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

Eligibility

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

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

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

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

Shift Extension Incentive

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

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

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

Changes to Regular Shift Assignments

If, at the request of management, a bargaining unit employee works a shift during his/her regular budgeted weekly hours other than the evening or night shift on which he/she is regularly scheduled, the

employee shall receive the differential appropriate to his/her regular shift or the differential appropriate to the shift worked, whichever is higher.

RULES SUMMARY

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

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

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

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

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

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

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

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

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

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

SHIFT EXTENTION INCENTIVE:

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

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

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

Benefits

Certification Bonus

Effective September 9, 2008: Bargaining Unit employees in the SHARE union, who currently have or obtain certification granted as a result of an exam by a recognized technical/professional organization, which is not required as a qualification for hire, shall be eligible for a one-time bonus of \$500.00. Any application for such certification bonus must be directly applicable to the current job duties of the employee. Newly hired employees will not be eligible for this bonus until the completion of their probationary period (3 months).

See list of eligible job titles and their approved certifications.

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

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

Bonus cannot be processed without signature of Employee's direct Manager and APPROVAL of Compensation: Joyce Boyes. A legible copy of certification must also be attached. Contact Joyes Boyes, Compensation, 508-334-8763 with any questions.

Job titles eligible for the SHARE Certification Bonus:

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

Jobs	Certification
Cardiac Invasive Tech	Cardiovascular Registry (ARRT - CV)
Charge Processor, Sr.	Coding Accreditation
Coding Specialist	Coding Accreditation
Coding Specialist, PCHIS	Coding Accreditation
Lead, Charge Processor, Sr.	Coding Accreditation
Lead, Medical Billing/AR Specialist I	Coding Accreditation
Lead, Medical Billing/AR Specialist II	Coding Accreditation
Medical Billing/AR Specialist I	Coding Accreditation
Medical Billing/AR Specialist II	Coding Accreditation
Med Tech - Blood Bank	SBB (Specialist Blood Bank)
Mental Health Associate (PTC only)	Phlebotomy
Technologist, Rad II-Angio	Angio Registration (ARRT-CV)
Technologist, Rad II-CT Scan	Cat Scan Registration (ARRT-CT)
Ultrasound Techs (more than one registry)	(see list of registry combinations below)

Ultrasound Certifications eligible for SHARE Certification Bonus

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

Childcare

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

Dental Insurance

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

Health Insurance

UMass Memorial agrees to provide health insurance for SHARE employees, with at least one plan that is paid for by the employer at a rate of 85% whether the employee is full-time or part-time, and has individual or family coverage.

Health Insurance

Maintain 85/15 premium split 2008, 2009, 2010, 2011

Effective 7/1/08

Changes to Prescription co-pays

Retail prescription co-pays	\$10 generic	\$25 preferred	\$40 top tier
Prescription Center co-pays	\$4 generic *	\$10 preferred*	\$25 top tier*
Mail order co-pays **	\$16 generic	\$30 preferred	\$60 top tier

* 90 day supply for one co-pay, if doctor writes a prescription for 90 days.

** Mail order co-pays above are for a 90 day supply.

Specialty drugs through Prescription Center only (drop-shipping if medically appropriate).

Specialty drugs 30 days only.

Retail prescriptions limited to 30 days (except for mail order).

No change to retail mail order option except for price (see above).

Joint commitment to improving access to In-House Pharmacy (hours of operation, delivery, parking, wait times, etc.).

Meet at least quarterly to review progress, and discuss possible changes.

Health Insurance Co-Pays

	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011
HMO OV-PCP	\$10	\$10	\$10	\$15	\$15
HMO OV-SPEC	\$15	\$15	\$20	\$20	\$20
PPO OV-PCP	\$15	\$15	\$15	\$15	\$15
PPO OV-SPEC	\$15	\$15	\$20	\$20	\$20
ER	\$50	\$50	\$50	\$60	\$70
Inpt	\$0	\$0	\$0	\$0	\$0
Outpt	\$50	\$50	\$50	\$60	\$70

Spousal Coordination Proposal (This applies to medical benefits only and not prescription benefits)

SHARE members whose hire date is on or after 7/1/08 will be required to participate in the Spousal Coordination of Benefits plan. They will be informed of the nature of the plan before they accept a job at UMass Memorial.

SHARE members whose hire date is prior to 7/1/08 will not be required to participate in the Spousal Coordination of Benefits plan, but may choose to do so voluntarily.

Spousal Coordination of Benefits:

1. If the employee participating in this plan has a spouse or spousal equivalent, and the spouse or spousal equivalent has access to a health insurance plan through his/her employer, then the employee can either:
 - a. Purchase an individual primary care coverage plan from the Hospital, and their spouse or spousal equivalent purchases an individual primary care coverage plan from their employer, or
 - b. Purchase a family primary care coverage plan from the Hospital, and their spouse or spousal equivalent purchases an individual primary care coverage plan from their employer. Other dependants covered on the employee's family plan will not be affected.
2. The spouse's or spousal equivalent's primary care coverage is through his/her employer's health insurance plan. The Hospital will reduce the employee contribution in an amount equal to the cost of the spouse's or spousal equivalent's contribution toward his/her insurance premium for coverage under his/her employer's plan, up to the amount of premium contribution paid by an employee who elects family coverage under the Hospital plan.
3. Spouse's or spousal equivalent's benefits will be subject to coordination of benefits by the health plans to ensure that coverage is equal to what coverage would be under the Hospital's health plan. Any uncovered expenses can be submitted for reimbursement, however most expenses will be covered by the plan's coordination of benefits. SHARE members who participate in the Spousal Coordination of Benefits plan will be made whole (only applicable to family plan) for any cost that is not covered by the spouse's plan but would be covered by the UMMMC plan. The spouse or spousal equivalent must (in all cases) utilize his/her plan as primary coverage, before the UMMMC plan will be subject to coordination of benefits.
4. Spouse's or spousal equivalent's contributions towards his/her premium expenses for coverage under his/her employer's plan will be reviewed annually, subject to the limits set forth in bullet #2.
5. Employees may opt out of the plan if the following is documented:
 - a. The weekly premium cost of their spouse's or spousal equivalent's individual plan would exceed the amount of premium contribution paid by an employee who elects family coverage under the Hospital plan; or
 - b. The spouse or spousal equivalent does not have access to a health insurance plan through his/her employer.

HIV Insurance

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

Parking

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

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

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

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

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

Retirement Benefits

SHARE bargaining unit members are eligible to participate in the UMass Memorial pension and 401(k) plans. SHARE members' vesting requirement for the pension is three years, and they are eligible for the 401(K) plan on the first of the month following the date of hire.

Retirement - Sick Time Payout at Retirement

PURPOSE:

To define the parameters of sick time pay out upon retirement.

RESPONSIBILITY:

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

POLICY STATEMENT:

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

- A. Employees who transferred from the University of Massachusetts as defined in the merger legislation would be eligible to receive a cash payment equivalent to 20% of the amount remaining in their sick time banks (up to the amount at time of transfer) upon termination from UMass Memorial if:
 1. They have a balance in their sick time bank at the time of termination of employment from UMass Memorial and;

2. They have not requested a refund of contributions they made to the State retirement system and;
3. They are either receiving a State retirement benefit while employed at UMass Memorial or **qualify and apply** for their state pension immediately upon termination.

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

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

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

PROCEDURE:

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

Tuition Reimbursement

PURPOSE:

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

DEFINITIONS:

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

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

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

RESPONSIBILITY:

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

POLICY STATEMENT:

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

The course content must be:

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

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

1. Employees who occupy positions budgeted for 30-40 hours per week will receive 80% of the tuition expense to a maximum of \$2,000 per academic year.
2. Employees who occupy positions budgeted for 20-29 hours per week will receive 50% of the tuition expense to a maximum of \$1,000 per academic year.
3. To be eligible for reimbursement, the employee must be actively employed by UMass Memorial at the time the course begins and is completed.
4. Employees whose budgeted hours change during the course will be reimbursed based on the budgeted hours for their position at the start of the course. If an employee's budgeted hours change during the course/semester or after finishing the course/ semester, additional courses will be reimbursed using the remaining funds that do not exceed the cap for the new budgeted hours.
5. Reimbursement will apply ONLY toward the cost of tuition, application fees, registration fees, lab fees, technology fees, education service fees, graduation fees, and the cost of text books required for the course. Curriculum support fees for Massachusetts public colleges are considered a bonafide tuition expense. Other expenses or fees not specified above will not be eligible for reimbursement.
6. Courses must be taken during non-paid time outside of the employee's regular work hours.
7. The tuition waiver programs for University of Massachusetts Medical School clinical employees will remain in place for employees who transfer from the School to UMass Memorial under the terms of the merger legislation for the period of time that an employee remains employed by UMass Memorial. When employment is terminated with UMass Memorial, these benefits will cease. This section is applicable to employees hired prior to November 25, 1997. Eligibility for tuition waivers is determined by the University of Massachusetts Medical School and not by UMass Memorial. Employees should contact Human Resources at the University of Massachusetts Medical School to determine eligibility.

PROCEDURES:

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

Attendance Policy

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

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

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

- **Patterns of Sick Time Use That Suggest Abuse:** SHARE and UMass Memorial agree that employees should use sick time only for health-related reasons. Employees should not use sick time because of inclement weather (see Severe Weather policy) or to extend scheduled absences. Patterns of sick time use that suggest such abuse of sick time are subject to the disciplinary process.
- **Amount of Sick Time Use:** SHARE and UMass Memorial agree that it is normal for employees to get sick from time to time. However, excessive sick time use can cause a problem for a department, especially when staffing is tight, and for the co-workers who have to cover assignments. While SHARE members are expected to use their judgment about staying home if they are infectious, they should make every effort to come to work when they are able.

2. How We Deal with Absenteeism: This section describes if and when a SHARE member's unscheduled absences may make them subject to disciplinary action.

A. Resolving Problems Through Good Communication

We believe that each individual person's situation is different, and should be treated individually. Good communication between supervisor and member should solve most problems. When a member uses sick time in such a way that the supervisor considers either the quantity or pattern of time off to be a problem, the supervisor will talk with the member about it. Supervisors and employees are encouraged to talk informally before a situation develops into a full-blown problem. If the question cannot be resolved after reasonable attempts, a combined problem-solving approach coupled with progressive discipline may be applied. SHARE union representatives and Human Resources Generalists are available to help in such situations.

This approach requires extensive communication between supervisors and employees. If a manager feels the need to refer to a standard for absenteeism, s/he may refer to the guidelines in section C

below. However, these guidelines are to be used as a reference, and should not be substituted for an individualized situational approach.

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

- If sick calls exceed a reasonable standard for the situation, UMass Memorial reserves the right to require a physician's note for a particular incident, or at reasonable intervals for an extended illness. The employee will normally be notified in advance that a note may be required for future absences.
- If an employee calls in sick for their last scheduled shift before, or first scheduled shift after, a holiday, a supervisor may choose to withhold the holiday benefit as a disciplinary measure.

B. Figuring Out An Employee's Absenteeism Rate

The following absences do not count toward the absenteeism rate:

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

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

Personal Emergency Days: SHARE members may use up to 2 days from their earned/vacation bank for personal emergency without prior notice in a calendar year. Each designation of an unscheduled absence as a personal emergency counts towards the two (2) days allotted regardless of actual hours of absence from work. For example, an employee who normally works an eight (8) hour shift, who misses four (4) hours of work due to an emergency has used one (1) of the two (2) days allotted. An employee who normally works a ten (10) hour shift and is absent for ten (10) hours has also used one (1) of the two (2) days allotted. Earned time/vacation banks will be charged only those hours actually taken. The members must notify their supervisors with as much notice as possible. These absences do not count toward a member's absenteeism rate. Designating an absence as a personal emergency day must be approved by the supervisor, and approval will not be unreasonably denied. SHARE members should recognize the difficulty that unscheduled absences create for their department and co-workers, and so use good judgment about using personal emergency days.

C. Guidelines When Considering An Employee's Absenteeism Rate

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

1) Prolonged absences of more than one (1) shift will be counted as a single absence. Absences caused by the reoccurrence of an illness within two regularly scheduled workdays of a prior unscheduled absence will be considered a continuation of the initial absence if documented by a Health Care Provider within five (5) days of returning to work.

2) Hours absent due to partial day unapproved absences will be totaled and, when they equal a full, regular workshift for the employee, will count as one absence. Only partial unscheduled absences that have occurred within six months of the most recent partial absence will be totaled to determine if they equal or exceed a full workshift. The regular workshift of an employee who has signed a flex-shift agreement is the workshift reflected in the agreement. This policy shall not be used to address tardiness. (See Tardiness policy)

3) The number of absences in the six-month period immediately preceding the employee's most current absence will be counted. The standards below are normally considered to be excessive.

- For a 5-day week position, absences totaling 6 in any 6-month period.
- For a 4-day week position, absences totaling 5 in any 6-month period.
- For a 3-day week position, absences totaling 4 in any 6-month period.
- For a 2-day week position, absences totaling 3 in any 6-month period.

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

Bereavement Policy

PURPOSE:

To define the parameters of paid time off for bereavement.

DEFINITIONS:

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

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

RESPONSIBILITY:

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

PROCEDURE:

- A. Eligible employees will be granted bereavement time-off-with-pay in the case of a death in their immediate family. Bereavement time includes up to four (4) scheduled work shifts, which must be taken within six (6) days of the death. In the case of the death of an extended family

member, bereavement time includes up to two (2) scheduled work shifts, which must be taken within six (6) days of the death.

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

Breaks - Work Breaks/Meal Periods

PURPOSE:

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

DEFINITIONS:

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

RESPONSIBILITY:

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

POLICY STATEMENT:

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

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

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

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

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

Donation of Time**PURPOSE:**

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

DEFINITIONS:

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

RESPONSIBILITY:

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

POLICY STATEMENT:

- A. Employees may donate accrued paid time off to other employees who are unable to work due to their own serious health condition or for the care of a seriously ill family member as defined by the Family and Medical Leave Act (FMLA). The employee recipient of donated time will receive paid time off equal in dollar value to the value of the donated time. The value of the donated time is calculated using the donor's base hourly rate multiplied by the number of hours donated. Paid time off may be donated in hourly increments of no less

than four (4) hours. The Employee Records and Benefits sections of the Human Resources Department are responsible for processing donated paid time off.

- B. The donation of paid time off is done on a strictly voluntary and confidential basis. Employees are prohibited from soliciting for paid time off donations.
- C. Solicitations and donations may only be made during a specified two week time frame. Department managers will manage the process by identifying the donation time frame and communicating to employees within the department.
- D. The employee recipient of donated paid time off must have been employed by UMass Memorial Health Care for at least six (6) months at the time of the donation and have exhausted all accrued paid time, i.e. earned time, personal, vacation and sick time.
- E. For employees covered by the earned time program, all donated time must come from the donor's earned time bank. Donations from employees not covered by the earned time program must come from the donor's vacation bank. Accruals in an employee's sick bank and personal time bank are intended to be added protection for the employee in the event of a long-term illness and as such are not available for donation.
- F. Donated time will be placed in the recipient's sick bank and will be available for immediate use. Donated time may not be "doubled" for use in cases of extended absences.
- G. Donated time may not be transferred back to the donor or to any other employee. In the event a recipient of donated time passes away, any remaining donated time will be paid out to the employee's estate. If the recipient of donated time returns to work, any remaining donated time will be kept in the employee's sick bank for future use as sick time.
- H. Employees may receive no more than twenty-six (26) times their budgeted weekly hours in donated time.

PROCEDURE:

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

Family and Medical Leave (FMLA) and Maternity Leave

We agree to the Family and Medical Leave and Maternity Leave Policy below, with the following changes:

1. Change definition of "Spousal Equivalent" by adding to the end, "and we cannot legally marry in our state of residence."
2. Change first sentence of paragraph G to read, "Employees taking FMLA leave may use sick time, earned time, vacation time, personal time, holiday comp time and/or unpaid time consistent with the Paid Time off Policy."

3. Maternity Leave Clarification: Often the 8 weeks maternity leave will be at the same time as the 12 weeks of FMLA leave for the birth of a child, unless some of the FMLA leave was used prior to the birth.
4. FMLA and Maternity Leaves: Change last sentence of paragraph A to read, "Employees who do not return to work at the end of their leave will be terminated, unless extended medical leave has been approved."
5. FMLA and Maternity Leaves, paragraphs C and D: Add, "See SHARE Leave of Absence Policy for more information on this."

Policy

PURPOSE:

To define parameters and provide consistent standards under which employees may be granted an absence from work pursuant to the Family and Medical Leave Act (FMLA) or Maternity Leave.

DEFINITIONS:

PARENT: biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined below. This term does not include parents "in law".

SON OR DAUGHTER: biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

SPOUSAL EQUIVALENT: a committed relationship between two people that are of the same-sex. UMass Memorial defines this partnership by the following criteria. You and your domestic partner must be able to attest to the following: We live together and are of the same sex; we have lived together for 12 months; we are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we reside; we are each other's sole spousal equivalent and intend to remain so indefinitely; neither one of us is married; both of us are at least 18 years of age; we are competent to contract; we are jointly responsible for our common welfare and financial obligations and are willing to provide documentation as evidence thereof, if required.

FOSTER CARE: 24 hour care for children in substitution for, and away from, their parents or guardian. A foster parent must have documentation from DSS confirming their foster parent status.

A SERIOUS HEALTH CONDITION: illness, injury, impairment or physical or mental condition that involves:

1. inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity (defined to mean throughout this policy inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

2. continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider is more fully defined under the FMLA and includes any one or more of the following:
 - any period of incapacity or treatment requiring absence of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, as described under the FMLA
 - any period of incapacity due to pregnancy, or for prenatal care
 - any period of incapacity or treatment for such incapacity due to a chronic serious health condition as described under the FMLA

HEALTH CARE PROVIDERS are:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices;
2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law;
3. nurse practitioners, nurse midwives and clinical social workers authorized to practice under state law and performing within the scope of their practice, as defined under state law;
4. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts (as provided under the FMLA an employee may not object to UMass Memorial's request that the employee or family member submit to examination, though not treatment, to obtain a second or third certification from a health care provider other than a Christian Science practitioner);
5. any health care provider from whom UMass Memorial will accept certification of the existence of a serious health condition; and
6. a health care provided listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing under the scope of his or her practice as defined under such law.

The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other health care provider.

INTERMITTENT LEAVE is FMLA leave taken in separate blocks of time due to a single qualifying reason in accordance with the FMLA.

REDUCED LEAVE is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

RESPONSIBILITY:

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

POLICY STATEMENT:

UMass Memorial is committed to establishing policies and guidelines to support Maternity Leave and Leave under the Family Medical and Leave Act.

PROCEDURE:

Family and Medical Leave

ELIGIBILITY: Employees who have been employed for at least six (6) months and have worked 520 hours may request leave under FMLA.

- A. Any leave taken for any of the reasons covered by this policy will be considered an FMLA leave and will be recognized as such in UMass Memorial records even if the employee does not specifically identify it as FMLA leave. However, the employee will be notified when a leave will be considered an FMLA leave.
- B. The FMLA provides eligible employees a maximum aggregate total of twelve workweeks of job-protected leave per year under one or more of the following circumstances:
 - 1. Birth of the employee's son or daughter, and to care for the newborn child;
 - 2. for placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
 - 3. to care for the employee's spouse, spousal equivalent, son, daughter, or parent with a serious health condition; and
 - 4. because of a serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job.

If both husband and wife or domestic partners (spousal equivalent) are employed by UMass Memorial, and both employees are eligible for FMLA, only a combined total of twelve (12) weeks is available if the leave is taken for any of the first three reasons above. An employee is no longer eligible for FMLA leave for birth or placement for adoption or foster care at the end of the twelve (12) month period beginning on the date of birth or placement, and any FMLA leave for this purpose must be concluded at that time.

- C. Subject to the notification and certification requirements set forth, FMLA leave may, when medically necessary, be taken on an intermittent or on a reduced leave schedule. Intermittent leave will be counted, on an hourly basis, toward the 12 week maximum FMLA. Intermittent or reduced leave may be taken after the birth or placement of a child for adoption or foster care only with the agreement of UMass Memorial. However, UMass Memorial's agreement is not required if the mother of the child has a serious health condition in connection with the birth of her child, or if the newborn child has a serious health condition.
- D. The 12 month period during which an eligible employee can take leave under this policy is measured backward on a "rolling" basis from the date when an employee first uses any FMLA leave. Each time an employee takes leave, the remaining leave entitlement consists of any balance of the 12 weeks which has not been used during the immediately preceding 12 month period. Except as provided under the FMLA, employees who have not exceeded the twelve week maximum leave period are entitled, upon returning to work, to be returned to the position they held immediately prior to their leave, or an equivalent position. An "equivalent position" is a position with equivalent benefits, pay, and other terms and conditions of employment as provided under the FMLA. Once the twelve week period has been exhausted and the employee is unable, or elects not to return to work, or is unable to perform one or more essential functions of the position, the manager may seek authorization from Human Resources to post and fill the position. Positions for employees

who are on FMLA leave may be filled on a temporary basis until the twelve week maximum leave period has been exhausted.

- E. The FMLA also provides for continued employer group health insurance coverage during the qualified leave period. Employees on FMLA leave are eligible for continued participation during their leave, under the same terms and conditions, in the UMass Memorial group health plan in which they were enrolled at the time the leave commenced. During the 12 week FMLA leave, UMass Memorial will continue to pay its portion of the group medical and dental insurance for the employee and the employee will remain responsible for the regular employee weekly co-payment.
- F. In requesting FMLA leave, where the leave is foreseeable, employees are expected to give at least 30 days notice to the supervisor. In other circumstances, notice should be given as soon as practicable. Employees must complete an FMLA leave request form and will receive notice that the time taken as leave will be counted toward the twelve week maximum yearly allotment. Request for FMLA forms are available from the employees' supervisor, Human Resources or Employee Health. Any request for FMLA shall include the employee's statement of intent to return to work at UMMMC at the end of the leave.

Employees requesting FMLA leave to care for the employee's seriously ill spouse, spousal equivalent, son, daughter, or parent, or due to the employee's own serious health condition, are required to provide medical certification issued by the health care provider of the employee or the employee's ill family member to Employee Health of the need for the leave. The medical certification shall be completed on the form provided as part of the FMLA request form. If the medical certification is incomplete or inadequate to support the leave request, the medical certification may be returned to the employee for completion, or additional medical opinions may be requested as provided under the FMLA. An employee may not be permitted to commence or remain on FMLA unless valid medical certification or other appropriate documentation is provided. Recertification is required if the duration of the condition exceeds the original projected date, or as may be requested under the FMLA. UMass Memorial may also require the employee to report periodically on the employee's status and intent to return to work. However, if an employee has not requested an FMLA leave, and the employee's absence qualifies as FMLA leave, UMass Memorial shall within two (2) business days (absent extenuating circumstances) notify the employee that the absence is designated as FMLA leave.

- G. Employees may take FMLA leave using sick time, earned time, vacation time and/or unpaid time consistent with UMass Memorial policy. Once an employee goes into unpaid status he/she will remain in unpaid status until the completion of the leave period and return to active employment. Except for the intermittent or reduced leave, or occasional absences under the FMLA, paid leave must be taken in increments of at least the employee's scheduled weekly hours. Payment of "extended sick time" (two hours of pay for one hour of earned time as described in the Earned Time Policy) and paid sick time will be granted only in cases of the employee's illness or disability, as documented by medical certification. In all other FMLA circumstances, earned or vacation time where applicable, will be deducted for paid FMLA leave.

Maternity Leave

A female employee who has completed three (3) consecutive months as a full-time employee is eligible for maternity leave for the purpose of giving birth, or adopting a child for a period not exceeding eight (8) weeks. The employee shall give at least two weeks notice of her anticipated date of departure and intention to return. If she returns on or before the expiration of her maternity leave, the employee will be restored to her previous or a similar position. However, the employee may not resume her employment at the end of her leave if a reduction in force has occurred that included her position.

She may use her accrued time (if available), or if accrued time is not available, take an unpaid leave. Maternity leave may, once the employee is eligible for FMLA, be designated and counted as FMLA leave.

Employees on Maternity leave are eligible for continued participation during their leave, under the same terms and conditions, in the UMass Memorial group health plan in which they were enrolled at the time the leave commenced. During the eight (8) week maternity leave, UMass Memorial will continue to pay its portion of the group medical and dental insurance for the employee and the employee will remain responsible for the regular employee weekly co-payment.

FMLA and Maternity Leaves

- A. All employees returning from FMLA taken for their own personal illness, and maternity leaves must be cleared by Employee Health before returning to work (Exception - normal, non-surgical, uncomplicated delivery). Employees who do not return to work at the end of their leave will be treated as having voluntarily resigned.
- B. To permit optimal scheduling of staff, whenever possible, employees must notify their immediate supervisor regarding their intent to return at least two weeks prior to the end of a scheduled leave. Employees returning from an unpaid leave must also contact the Benefits representative for their work site in order to be reinstated on active payroll and to reactivate group benefit programs and payroll deductions for voluntary benefits. Employees who are returning from FMLA or Maternity leaves will not have to serve a waiting period to be reactivated to a group benefit program.
- C. Participation in the UMass Memorial Group Life Insurance Program will be continued for up to six (6) months from the date the employee begins unpaid status. At the time coverage discontinues, the employee will be advised in writing of the procedure to convert to direct payment.
- D. With the exception of a medical leave, coverage under the UMass Memorial Group Long-Term Disability (LTD) program will be discontinued effective with the employee's last day of work. Coverage for employees on a medical leave will be limited to the disability that created the need for the leave. Participation in all voluntary (non-employer subsidized) benefit programs will be discontinued beginning with the first payroll period the employee's net pay is insufficient to cover the premiums due. At that time, a direct billing system can be arranged through the Benefits Department of the Human Resources Division.

RELATED POLICIES: Leave of Absence
 Workers Compensation

Holiday Policy

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

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

1. Definitions

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

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

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

2. Holiday Benefit when you are Off for the Holiday

Shift Differentials:

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

Holiday Benefit for Non-Worked Holiday:

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

Working Fewer Hours If You Have the Holiday Off:

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

3. When SHARE Members Work a Holiday

Holiday Differential:

Effective 4/4/09: SHARE members who work any of the four minor holidays shall receive the holiday differential of \$0.85 for each hour worked on the holiday. The minor holidays are Martin Luther King Day, Presidents Day, Columbus Day and Veterans Day.

Prior to 4/4/09: SHARE members who work any of the 10 holidays shall receive the holiday differential of \$.85 for each hour worked on the holiday.

Major Holidays:

SHARE members who work on any of the major holidays shall be paid their regular hourly rate at time and a half plus the appropriate shift or weekend differential. The major holidays are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day. (Prior to 4/4/09 the major holidays were Thanksgiving, Christmas, and New Years Day.)

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

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

Earned Time and Traditional Time Use Different Banks:

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

Holiday Bank Hours:

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

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

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

Working a Partial Day on a Holiday

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

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

4. Holidays and Over-time Calculation

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

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

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

5. Holidays that Fall on a Weekend

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

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

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

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

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

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

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

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

If you do not work the holiday, your holiday benefit time is pro-rated, whether you would normally have worked on that day or not, and regardless of how many hours you would have worked if you had worked. Your holiday benefit for each holiday is 1/5 of your budgeted weekly hours, rounded to the nearest 1/4 hour.

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

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

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

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

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

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

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

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

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

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

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

Job Sharing Policy

Purpose:

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

Policy:

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

Jury Duty and Leaves to Appear in Court

DEFINITIONS:

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

POLICY STATEMENT:

A. Jury Duty

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

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

B. Witness Court Leave of Absence

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

PROCEDURE:

A. Employee Responsibilities

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

B. Supervisory Responsibilities

1. Supervisor will submit the court verification to payroll.

Military Leave Policy

PURPOSE:

To define the employment and benefit rights for employees who volunteer or are called for training or active duty in the United States Armed Forces.

DEFINITIONS:

Military Leave - A leave provided for employees who are activated from a reserve or National Guard, Public Health and Coast Guard Unit, are drafted, or who join the armed forces of the United States on a full-time active basis or an employee in Military Reserve Training.

RESPONSIBILITY:

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

POLICY STATEMENT:

A. Military Training

All employees who are called to service for the purpose of military training in a reserve

component of the Armed Forces of the United States will be granted a military leave of absence for the time required.

1. Regular full- and part-time employees will be compensated the difference between their normal, weekly earnings, including appropriate differentials, and the wages paid by the military for a period of up to seventeen days for all regularly-scheduled work time.
2. Time subsidized by the medical center for military training will be considered worked time for purposes of overtime eligibility, seniority and benefit accruals.
3. An employee called to military training for a period exceeding seventeen days may, at his/her discretion, utilize accrued earned time, vacation and/or personal time at the completion of the first seventeen days of training at which point the employee would continue on an unpaid leave subject to the Medical Center policy governing leaves of absence.

B. Active Duty

An employee who commences active status in the military will be granted an unpaid military leave of absence for up to five years of active service except as stated in B.3 below.

1. An employee commencing active duty may, at his/her discretion, receive payment for accrued earned time, vacation and/or personal time.
2. Accrued sick hours will remain on the books and be available to the employee upon return to work from active duty.
3. Special Pay – Upon evidence of actual military pay, UMass Memorial will pay the difference between the employee’s normal weekly earnings, including appropriate differentials, and the military pay. These payments will be made for an active duty period of up to 90 calendar days.
4. Active-duty military personnel may continue their medical and dental coverages at the employee rate while receiving Special Pay. After 90 calendar days, these coverages may be continued under COBRA.
5. In accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), employees are entitled to return to the same or a similar position within the Medical Center provided they meet the following eligibility requirements:
 - a. The position occupied must be other than temporary.
 - b. The employee left the position for the purpose of entering active duty.
 - c. The employee must be released from the military under honorable conditions.
 - d. The employee must not remain on active duty longer than five years.
 - e. The following time limits for re-employment must be met by employees returning from a military leave of absence:

Length of Military Service

Less than 31 days

Time Limit for Reemployment

Report on the next scheduled work day, allowing for travel time to residence plus 8 hours.

31 - 180 days	Apply for reemployment within 14 days of completing service
More than 180 days	Apply for reemployment within 90 days of completing service

These time limits may be extended for up to two years if the veteran is injured or hospitalized.

6. If service was for 90 days or less, the employee must be reemployed in the position that he or she would have attained if continuously employed or, if service was for more than 90 days, a position of like seniority, status and pay. However, if after reasonable efforts, the employee is not qualified to perform such a position, the employee must be reinstated to his or her previous position, or, in the case of service of more than 90 days, one of like seniority, status and pay for which he or she is qualified. If unqualified for that position after reasonable efforts, the individual must be reemployed, with full seniority, in any other position of lesser status and pay for which he or she is qualified.
7. Employees with service-connected disabilities who, after reasonable accommodation are not qualified for either the position they would have attained if continuously employed or their previous position, must be reemployed in any other position of similar seniority, status, and pay for which they are or could become qualified after reasonable accommodations. Failing this, reemployment must be in job that is the nearest approximation in terms of seniority, status, and pay, consistent with the circumstances of the employee's case for which they are qualified.
8. Returning veterans who meet the criteria in B.5. above are entitled to the seniority and benefits determined by seniority that they had at the beginning of the leave, plus any additional seniority and benefit they would have attained, with reasonable certainty, had they remained continuously employed.
9. A reinstated employee may not be terminated except for cause, for six months if service was more than 30 days, or one year if service was more than 180 days.

PROCEDURE:

The employee must provide his/her supervisor with a copy of the notice of call to training or active duty as soon as notice is received and complete a Leave of Absence Request form. Upon completion of military training or as soon as possible after call to active duty, the employee must provide documentation of wages to his/her supervisor. The supervisor must forward the notice for military training along with the wage documentation to payroll as soon as possible after receipt.

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

There are two different time-off systems for SHARE members at UMass Memorial. Some SHARE unit members have the Earned Time system (one bank) and some have the Traditional Time system (separate banks for vacation, sick and holiday comp time). All new employees hired after 1/1/04 have

Earned Time. (Any employee who has Traditional Time can switch to Earned Time if they would like to, but cannot switch back.)

A. ACCRUAL AND USE OF SCHEDULED EARNED/VACATION TIME

Chart 1 shows how much time SHARE employees accrue in the two different systems.

Chart 1: Accrual Rates and Caps For 40-Hour/Week Employees						
	Earned Time	Traditional Time				
	All the time you accrue is stored in one bank. You use that time for sick and vacation.	Your time accrues into separate banks: sick and vacation.				
What Payroll calls the system	ET2	ETS	ETS-3			
Accrual Rates (For a 40 hour employee. Pro-rated for part-time, see below.)	Earned Time	Vacation		Sick		
		Hired before <u>3/28/99</u>	Hired after <u>3/28/99</u>			
		Up to 4 th anniversary*	13 days 2.0000 hrs/wk	10 days 1.5385 hrs/wk	15 days 2.3077 hrs/wk	
		5 th year – 9 th anniversary	31 days 4.7692 hours/week	18 days 2.7692 hrs/wk	15 days 2.3077 hrs/wk	
		10 th year – 14 th anniversary	31 days 4.7692 hours/week	23 days 3.5385 hrs/wk	20 days 3.0769 hrs/wk	
		15 th year – 17 th anniversary	32 days (includes 1 longevity day**) 4.7692 hours/week + 8 hours on anniversary**	23 days 3.5385 hrs/wk	20 days 3.0769 hrs/wk	
		18 th year – 19 th anniversary	33 days (includes 2 longevity days**) 4.7692 hours/week + 16 hours on anniversary**	23 days 3.5385 hrs/wk	20 days 3.0769 hrs/wk	
		At 20 years, and up	39 days (includes 3 longevity days**) 5.5384 hours/week + 24 hours on anniversary**	28 days 4.3077 hrs/wk	20 days 3.0769 hrs/wk	
		15 days 2.3077 hrs/wk				
Accrual Caps (For a 40 hour employee. Pro-rated for part-time.)	Earned Time	Vacation		Sick***		
		Hired before <u>3/28/99</u>	Hired after <u>3/28/99</u>			
		Up to 4 full years*	432 hours	208 hrs	160 hrs	520 hrs
		After 4 full yrs, up to 9 full years	512 hours	288 hrs	240 hrs	520 hrs
		After 9 full yrs, up to 15 full yrs	512 hours	368 hrs	320 hrs	520 hrs
		15 – 17 years	512 hours	368 hrs	320 hrs	520 hrs
		18 – 19 years	512 hours	368 hrs	320 hrs	520 hrs
At 20 years, and up	592 hours	448 hrs	320 hrs	520 hrs		

* After you complete 4 full years and enter your 5th year, you begin to accrue at the new higher rate (for earned time or vacation time), so that by the end of the 5th year you will have accrued one extra week. The same holds true for completing 9 years and entering your 10th year (for vacation time), and for completing 19 years and entering your 20th year (for earned time or vacation time).

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

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

If you do not work a 40-hour week, Chart 2 shows how to calculate what your accrual rate is. You earn the amount shown for each hour paid (up to 40 hours). Multiply it by the number of hours you were paid for (up to 40/week).

Chart 2: Accrual Rate Calculation				
	Earned Time	Traditional Time		
	Earned Time accrual rate per hour paid	<u>Vacation accrual rate per hour paid</u>		<u>Sick accrual rate per hour paid</u>
		Hired before <u>3/28/99</u>	Hired after <u>3/28/99</u>	
Up to 4 th anniversary	.10000 hours	.05000 hrs	.03846 hrs	.05769 hrs
5 th year – 9 th anniversary	.11923 hours	.06923 hrs	.05769 hrs	.05769 hrs
10 th year – 14 th anniversary	.11923 hours	.08846 hrs	.07692 hrs	.05769 hrs
15 th year – 17 th anniversary	.11923 hours (plus 1 longevity day**)	.08846 hrs	.07692 hrs	.05769 hrs
18 th year – 19 th anniversary	.11923 hours (plus 2 longevity days**)	.08846 hrs	.07692 hrs	.05769 hrs
At 20 years, and up	.13846 hours (plus 3 longevity days**)	.10769 hrs	.07692 hrs	.05769 hrs

Chart 3 identifies other differences in the two time-off systems.

Chart 3: Differences between Earned Time and Traditional Time		
	Earned Time	Traditional Time
If you leave UMass Memorial	You will be paid for all accrued earned time. You will not be paid for accrued Sick Time. (Some employees are eligible for 20% payout on some sick time, if you retire from UMass Memorial. See Sick Time Payout at Retirement policy.)	You will be paid for all accrued vacation time. You will not be paid for accrued Sick Time. (Some employees are eligible for 20% payout on some sick time, if you retire from UMass Memorial. See Sick Time Payout at Retirement policy.)
Earned/sick time for personal and family illness	0 sick accruals Can use your earned time for personal and family illnesses. Extended Personal Illness: <ul style="list-style-type: none"> • Can use your old banked sick time (if any) after using a budgeted week's worth of earned time taken consecutively, at a rate of one sick day for each day absent. • After using a budgeted week's worth of earned time taken consecutively, and using up all sick time, you can use earned time at "2 for 1" (paid for 2 days sick, using 1 earned time day). 	Accrue 15 days/year (pro-rated for part-time) Can use accrued sick time for personal illness and for some family illness (see family sick rules, section B.2. below.)
Dental reimbursement	No dental reimbursement.	Employer pays for broad access plan.

Accruals, caps, cashing out

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

Scheduling Vacations:

1. Scheduling vacations should be done in a thoughtful and fair way, so that as many employees as possible can have their preferred vacation time. The system for achieving this goal should be determined at the department level through a collaborative process between local managers and local union members. It is agreed that the operating needs of the department must be met at all times.
2. Employees are normally limited to taking no more than two (2) consecutive weeks of earned/vacation at one time. Longer vacations may be scheduled in special circumstances, such as international visits, when departmental needs allow, with the approval of management.

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

B. USE OF EARNED TIME/ SICK TIME FOR ILLNESS

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

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

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

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

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

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

C. PERSONAL TIME BANK

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

D. PERSONAL EMERGENCY TIME

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

Schedule changes

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

Schedules - Flexible Scheduling

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

Small Necessities Leave Act (SNLA) Policy

PURPOSE:

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

DEFINITIONS:

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

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

SPOUSAL EQUIVALENT: a committed relationship between two people that are of the same-sex. UMass Memorial defines this partnership by the following criteria. You and your domestic partner must be able to attest to the following: We live together and are of the same sex; we have lived together for 12 months; we are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we reside; we are each other's sole spousal equivalent and intend to remain so indefinitely; neither one of us is married; both of us are at least 18 years of age; we are competent to contract; we are jointly responsible for our common welfare and financial obligations and are willing to provide documentation as evidence thereof, if required.

RESPONSIBILITY:

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

POLICY STATEMENT:

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

PROCEDURE:

- A. UMass Memorial provides twenty-four (24) hours of "small necessities" leave during any 12 month period to eligible employees for the purpose of:
 - (a) participating in school activities directly related to educational advancement of a son or daughter of the employee, such as Parent-Teacher conference or in interviewing for a new school;
 - (b) accompanying a son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations; and
 - (c) accompanying an elderly relative of the employee to routine medical or dental

appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

- B. Employees are eligible for small necessities leave if they have completed six (6) months of employment and have worked at least 520 hours prior to the commencement of leave and have not taken twenty-four (24) hours of small necessities leave in the twelve (12) months prior to the commencement of leave.
- C. The 24-hour leave may be taken intermittently or on a reduced leave schedule. Earned, vacation, personal or sick time may be used (as appropriate) to take the leave as paid time, or the leave may be taken as unpaid time. Sick Time use must be consistent with the Paid Time Off Policy.
- D. Eligible employees should make requests for small necessities leave to their supervisors at least seven (7) days in advance for foreseeable events and as soon as practicable for unforeseeable events. All scheduling for this leave will be done through the normal procedure used by the Department. To process a request for leave, employees must complete the Request for Leave of Absence form and forward it to their supervisor.
- E. Upon request of their supervisor, employees must provide written "certification" supporting their request. Such certifications shall be in the form provided by UMass Memorial.
- F. The administration of this policy shall be in accordance with the Family and Medical Leave Act.

Tardiness

SHARE and UMass Memorial agree that employees should arrive to work on time, since late arrivals may create a problem for the department and for co-workers.

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

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

Problem Solving

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

Guiding Principles

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

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

Step 1:

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

Step 2:

A union-management pair of trained problem-solvers will work together as a team to find a solution that is acceptable to both the employee and the employer. A higher level managerial employee in the chain of management will also be involved. The problem-solving pair may need to come up with more than one solution in order to find one that works for both parties. If the problem is not resolved at Step 2, it may be sent to Step 3.

Step 3:

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

Step 4:

If a problem cannot be resolved through the joint processes described above, the employee may ask the SHARE Executive Board to take the issue to Step 4. The SHARE Executive Board will decide whether to send the case to mediation to final conclusion or arbitration, or not to proceed. If proceeding, UMass Memorial and SHARE will jointly choose a mediator or arbitrator, and a date for the case. In the case of mediation to final conclusion, if the mediator cannot get the parties to a mutually acceptable agreement, (s)he will issue a final and binding written decision which accepts either party's position or some point in between. Expenses of mediation or arbitration shall be borne equally by the parties.

Disciplinary Process

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

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

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

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

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

Steps of the Discipline Process:

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

Procedure:

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

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

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

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

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

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

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

included in the memorandum to assist the employee in bringing performance back to appropriate standard.

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

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

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

Investigatory Paid Leave: An investigatory paid leave removes an employee from the workplace while an investigation and/or problem-solving process take place. This makes sense in some situations, such as when serious allegations against an employee involve patient safety, or when a situation with co-workers requires it. An investigatory paid leave is not meant to be punitive, since the investigation could reveal that the employee is innocent of the charges. The leave should last as long as is necessary to do an appropriate investigation and/or problem-solving process. The employee will receive compensation as if they had continued to work their scheduled shifts, including overtime, holidays and differentials.

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

Skipping or Repeating Steps: Every disciplinary situation is different. The disciplinary steps should be designed to match the situation – the point is to help the employee fix the problem. It may be appropriate to skip disciplinary steps because of the seriousness of the offense, or to repeat steps in the process if that is what would best help to solve the problem. Questions of what is appropriate in any

one case are best handled through the problem-solving process, involving a SHARE Union Representative and HR.

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

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

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

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

Layoffs and Work Security

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

"Work Security Candidate" refers to an employee before their lay-off, when the elimination of their job is being considered, and after lay-off, for a year after the date of the elimination of their job. "Work Security Candidate" also refers to a SHARE employee who moves with his/her department or service to a non-union site, and then faces a lay-off within one year.

We agree to the following basic principles:

- Lay-off is the last recourse. The Employer and the Union will meet to determine if a lay-off can be avoided. Considerations will include (but are not limited to) alternative proposals for cost-saving, seeking volunteers for lay-off, and reducing "non-benefited" positions. If lay-offs are still necessary after this process, they will be done by reverse seniority using adjusted service date of hire (see Seniority).
- In order to ensure the highest possible degree of success in placing people, notice of a potential layoff will be as far in advance as possible. The Employer is committed to sharing information early in the process so that the Union can propose alternatives to lay-offs during this pre-notice period.
- SHARE and UMMMM will work together in a coordinated, planned and thoughtful manner so as to minimize disruption to the organization and the employees.

Notice, severance, recall and support

- Employees will receive notice of an impending layoff at least four (4) calendar weeks before the layoff date.
- Severance pay will be one week for every year of service, up to 8, with a minimum of two weeks. Severance and benefit time will be paid out weekly until exhausted. If a work security candidate, or a volunteer, obtains a job at UMMMC during the severance pay period, severance pay will cease upon the start date of work.
- The laid-off person will be considered a work security candidate until a year after the lay-off date when s/he is officially terminated. For a year following lay-off, a laid-off person retains rights to recall to an open position in their old department for which they are qualified.
- Work security candidates will get help with resume writing, interviewing skills, career assessment, and training. The union-management Training Fund will be available to pay for reasonable training.
- The Employer will give a reasonable amount of time away from work for interviews.

Volunteers for Layoff:

- If an employee who is not on the layoff list volunteers to be laid off, it may be possible for a person on the layoff list to “swap” with the volunteer. The union-management case management team will work in coordination to identify possible swaps, to determine if a swap can be arranged, and to facilitate swaps as quickly as possible.
- We will endeavor to complete swaps within the four week notice period. This process will be highly coordinated between SHARE and UMass Memorial to ensure efficiency and communication. We recognize from time to time there may be a swap in process as the 4 week notice period comes to an end. As such, SHARE and UMass Memorial will meet during the 4th week of the notice period to determine if any swap work currently in process will not be completed by the end of the notice period. Together, we will determine the appropriate course of action, timeline necessary to complete the work and treat the situation as an exception to the general practice. In any case that may extend the regular notice period, both SHARE and UMass Memorial will agree on both the number of exceptions and the process up front and before the conclusion of the 4 week notice period.
- If a swap is made, the volunteer will be eligible for the full severance package and training fund as though he/she had been on the layoff list, even if the swap takes place after the notice period. The volunteer may apply for other jobs at UMMMC as an internal candidate, but will not have the hiring preference or recall rights of a person originally on the layoff list.

Placing Work Security Candidates:

- Our approach to placing work security candidates will be a problem-solving approach. In cases of potential job loss, a union-management team will be assigned to provide intensive case management to assist the employee with placement. Ideally we will place work security candidates during the 4-week notice period. The case management team may include internal and external resources, i.e. EAP, DET, Human Resources and SHARE representatives.
- In order to use resources most efficiently, the case management team will work with the candidate to help the candidate apply for jobs that are most likely to be a good match for the candidate's skills. The case management team will provide feedback to the work security candidate when she/he is not selected for a job she/he applied for, in an effort to help the applicant find a job as quickly as possible. HR will help hiring managers to understand the SHARE hiring preference for work security candidates and will work through whether the candidate could be successful in that position. Through regular conversation, the assigned case management team will ensure full information of candidate status is shared and discussed.
- In addition to internal postings, the Union and work security candidates will receive departmental postings for open positions.
- Work security candidates will have hiring preference over other internal candidates for SHARE positions. A problem-solving approach will be used to balance the placement of work security candidates and internal departmental candidates.
- The work security candidate must be qualified, or require only a reasonable amount of training, and must be interviewed by the hiring manager.
- It is the work security candidate's responsibility to maintain an active job search.
- Expansive work security: We recognize that some work security candidates will need reasonable additional job training in order to be placed. We also recognize that we may need to look for jobs in one of our other UMMHC facilities, such as Clinton and Marlborough hospitals, Health Alliance, community practice sites, etc.
- Temporary work for laid-off employees: Keeping the laid-off employee at work and connected to the community helps them to get placed, and their work can provide value to the institution. SHARE and UMass Memorial will help laid-off employees find temporary assignments. Until termination, laid-off employees are eligible for temporary work assignments at their current salary and remain in the SHARE bargaining unit.

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

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

Goals and Objectives

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

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

Union and Non-union Sites

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

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

Seniority

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

Joint Process

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

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

Americans with Disabilities Act (ADA) Policy

PURPOSE:

To ensure full compliance with all applicable provisions of the Rehabilitation Act of 1973, Americans with Disabilities Act (ADA).

DEFINITIONS:

A) A disability is:

- a physical or mental impairment that substantially limits one or more major life activities
- a record of such an impairment
- being regarded as having such an impairment

B) A qualified disabled person is:

- a person who is capable of performing the essential functions of the job with or without reasonable accommodation for the disability

C) Reasonable accommodation is:

- any type of reasonable modification or adjustment to a job, employment practice, the work environment, or the way things are usually done, that enables a qualified individual with a disability to enjoy an equal employment opportunity

D) Undue hardship is:

- an accommodation that is unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business

RESPONSIBILITY:

Managers, Supervisors, Human Resources and the Equal Opportunity/Affirmative Action office are primarily responsible for ensuring compliance with this and related policies.

POLICY STATEMENT:

UMass Memorial Medical Center is committed to providing full access to individuals with disabilities. It is the goal of the Medical Center to ensure that individuals with disabilities are not subject to discrimination and that reasonable accommodations be implemented where necessary. In conjunction with this goal, the Medical Center intends to comply fully with the Americans with Disabilities Act, Equal Employment Opportunity Commission guidelines and Medical Center Human Resources policies.

PROCEDURE:

UMass Memorial Medical Center is an Equal Opportunity/Affirmative Action employer and is committed to making reasonable accommodations for qualified disabled job applicants and employees. Employees should direct any questions regarding disability or requests for accommodations to their Human Resources Business Partner, or the office for Equal Opportunity/Affirmative Action at (508) 334-5751. Managers and others who receive a request for reasonable accommodation should promptly contact the above for assistance and secure

appropriate resources such as the office of Employee Health. Applicants should bring their questions to the attention of the Employment Specialist/Recruiter.

Other Related Policies:

Equal Opportunity/Affirmative Action Policy

UMass Memorial Brochure “Patients Rights And Responsibility”

Confidentiality Policy

PURPOSE

To provide a consistent method of addressing alleged breaches of the obligation to protect confidential information from inappropriate access or disclosure.

As a healthcare provider, UMass Memorial, its workforce and business associates are entrusted with protected information. We recognize that this information is confidential and must be treated with great respect and care by all who have access to it. Any breach of this obligation is subject to formal discipline as set forth in this policy. A breach occurs when any member of the UMass Memorial workforce or its’ business associates accesses, uses, or discloses protected information for any reason not related to their respective, defined and authorized functions.

Computer access is granted to access only those records required to perform assigned duties. Employees who wish to access their own protected information are expected to follow the Policy: “Uses and Disclosures of Protected Health Information.” Reference the section on Disclosure to Patient or Authorized Representative.

DEFINITIONS:

- *Business Associate* - a person or organization that receives, uses, discloses, creates, or obtains protected health information, including individually identifiable health information, to perform a function or service on behalf of UMMMMC.
- *Disclosure* – release, transfer, access to or provision of protected health information to the subject patient or third party outside of UMMMMC.
- *Medical Staff* - appropriately licensed and credentialed physicians practicing within UMass Memorial Medical Center; it also includes dentists, oral surgeons, podiatrists and psychologists.
- *Protected Information* - all individually identifiable health information created, transmitted, received or maintained by UMass Memorial. This includes any information, including demographics, which identifies or could reasonably identify an individual, their health/condition, treatment or provision/payment for their health care. It also includes business-sensitive information, such as strategic plans and payroll, that is entrusted with the confidence that unauthorized disclosure will not occur.
- *Workforce* - all employees, contractors, volunteers, trainees (including medical students and residents), members of the medical staff including employed and private physicians, temporary employees, and other persons employed, credentialed or under the control of UMMMMC whether or not they are paid by UMMMMC.

Levels of Breach - breaches of protected information have been divided into the following three levels:

Level I – Carelessness: This level of breach occurs when a business associate or a member of the workforce unintentionally or carelessly discloses protected information that

he/she is not authorized to disclose. Examples include, but are not limited to: discussing or leaving a copy of protected information in a public area; leaving a computer unattended in an accessible area with protected information unsecured.

Level II - Unauthorized Access: This level of breach occurs when a business associate or a member of the workforce intentionally accesses, uses or discloses protected information for unauthorized purposes that are unrelated to personal gain. Examples include but are not limited to: requesting that another individual access his/her medical record; looking up birth dates, addresses or medical records of friends, relatives or others out of concern or curiosity; reviewing a public personality's record, using someone else's access code or sharing your access code. See Policy 3023A Confidentiality/User Access Agreement.

Level III - Personal Gain or Malice: This level of breach occurs when a business associate or member of the workforce accesses, uses or discloses protected information for personal gain. Examples include but are not limited to: obtaining information to use in a personal relationship; obtaining protected information for a pending personal legal case; compiling a mailing list for personal use or to be sold.

RESPONSIBILITY:

The responsibility for addressing protected information violations rests with the Privacy Officer at each UMass Memorial entity in conjunction with representatives from any of the following areas: department supervisors/managers where breach occurred, Information Security, Human Resources, Health Information Management, General Counsel, Medical Office, Corporate Compliance, union or business associate if applicable, other department representatives or administrators as needed.

POLICY STATEMENT:

This policy establishes a process that addresses the handling of alleged breaches of protected information. All alleged breaches will be investigated, documented and assigned a level if applicable. Disciplinary action will be implemented based on the severity of the breach and will consider any prior breaches involving the individual identified in the allegation. In the event that the alleged breach involves a health care provider who is a medical staff member, the Chief Medical Officer shall be notified, and the occurrence will be investigated, reviewed and resolved in accordance with the Medical Staff Bylaws.

PROCEDURE:

The following process must be followed when a member of the workforce or business associate is suspected of breaching protected information:

Reporting of Violations

1. Business associates and members of the workforce have an individual responsibility to come forward with any information regarding violation of this policy, and they are required to cooperate fully in the investigation of any alleged violation of which they have knowledge. Reports should be made either in person, by telephone, or in writing to any of the following:
 - Your Supervisor or responsible Vice President
 - Privacy Officer: 508-334-8096
 - The Compliance Office Confidential Reporting Line: 508-770-1290

There shall be no reprisals for *good faith* reporting of actual or possible violations of this policy. Any business associate or member of the workforce who deliberately makes a false

accusation with the purpose of harming or retaliating against another employee will be subject to discipline. UMass Memorial will endeavor to keep the identity of anyone reporting a violation confidential to the extent permitted by law, unless doing so prevents UMass Memorial from fully and effectively investigating an alleged violation.

2. A Privacy Complaint Investigative Report (attached) will be initiated by the Privacy Officer or the person who receives the complaint.
3. A Breach Investigation Request form is available for patients or representatives who wish to document an alleged breach and submit for investigation – see attached.

Investigation of Suspected Breach

1. The Privacy Officer may request additional information to facilitate the investigation. This information includes, but is not limited to: system security audits, medical records, individual electronic mail, other relevant documentation, interview with the individual(s) reporting the suspected breach, interview with the person accused of the breach, and interview with the supervisor/manager or business associate. Alleged breaches by members of the medical staff will be investigated, reviewed and resolved in accordance with the Medical Staff Bylaws.
2. The Privacy Officer may form an investigative team depending upon the nature and complexity of the reported breach. Team members may include representatives from the department where the suspected breach occurred, Information Security, Human Resources, Health Information Management, Chief Medical Officer, General Counsel's Office, Compliance Office, respective union, the business associate and/or the person who oversees the business associate if applicable. In the case of business-sensitive information unrelated to patient confidentiality (e.g. strategic plans, payroll), the team would also include representation from the appropriate administrative department.
3. Upon conclusion of the investigation, the Privacy Officer or investigating team will prepare a written report of findings and recommendations regarding the alleged breach. If disciplinary action is recommended, Human Resources will work with the workforce member's immediate supervisor/manager and union representatives, if applicable, to implement the action. In the case of a confirmed breach by a business associate, the Privacy Officer will work with the Legal Department and the person accountable for the business associate contract to implement applicable contract remedies.

Disciplinary Action

Depending upon the level of the breach, previous violations, and other relevant history, the disciplinary action for confirmed breach of protected information may include, but is not limited to any of the following actions:

- Retraining on privacy/confidentiality policies and practices (required except in case of termination)
- Increased surveillance
- Verbal warning
- Written warning
- Withdrawal of access code
- Suspension
- Termination
- Remedies as defined by Medical Staff Bylaws
- Remedies defined in contract in the case of business associate

Disciplinary Process

1. The person responsible for implementing the recommended disciplinary action is the person who oversees the business associate or workforce member; this may include the Chief Medical Officer, the Department Chair or the President of UMass Memorial Physician Group.
2. For all levels of breach, after final resolution, the initial report and all written documentation relating to it shall be filed in a confidential file in the Privacy Officer's office and with the business associate for members of the business associate's workforce. Breaches will be reported to the Compliance Committee. Disciplinary actions will be documented in accordance with the Discipline Policy.
3. Disciplinary actions will be reported to the professional licensing boards if required.

Mail Requests for Privacy Breach Investigation to:

Privacy Officer
UMass Memorial Health Care
Hahnemann Campus
281 Lincoln Street
Worcester, MA 01605

Continuing Education - Time Off for Licensure, Registration, and Certification Exams

PURPOSE:

To provide the opportunity for employee development and professionalism through participation in job-related seminars, workshops, conferences and other educational programs. To establish parameters for time off for examinations required for licensure, registration or certification that is a condition of employment.

DEFINITIONS:

Mandatory Education: subject matter covered in a program that addresses a skill or knowledge required in the performance of the employee's duties. This does not include re-licensure or re-certification requirements.

Voluntary Education: subject matter that is not required in the performance of the employee's duties or addresses a skill or knowledge already possessed by the employee.

Program:

Seminars and workshops: programs usually held for one day.

Conferences: programs usually held from one to three days.

Conventions: programs usually held from three to five days, and sponsored by a professional organization, e.g. The American Hospital Association.

Examination: testing that is required for licensure, registration, and/or certifications that are a condition of employment.

Licensure, Registration, Certification: required job credentials.

RESPONSIBILITY:

Individual managers/supervisors are responsible for monitoring compliance with the policy.

POLICY STATEMENT:**A. Mandatory and Voluntary Education**

1. Time spent attending approved mandatory educational programs will be compensated at the employee's regular straight time hourly rate of pay plus all applicable differentials (based on the time and day of the week that the program is given.) It will also be considered time worked for the purpose of determining overtime eligibility.
2. Attendance at voluntary continuing education programs will normally not be compensated. However a supervisor may use department-budgeted staff development funds to authorize compensation for attendance at approved voluntary education programs.
3. If it is determined that attendance by the employee at the program would benefit UMass Memorial, travel expenses, registration and/or paid time (as described above) may be provided subject to the availability of budgeted continuing education funds in the department.
4. If many employees are interested in a particular program, contact Organizational Development or Nursing Resources. It may be possible to provide the program in-house.

B. Time Off for Licensure, Registration, or Certification Examinations

1. Full- and part-time employees will be given time off with pay for up to a maximum of eight hours per day to take examinations that are necessary for licensure, registration, or certification which is a condition of employment. Payment for the scheduled time off will be at the employee's base hourly rate plus all applicable differentials (based on the time and day of the week that the examination is given) and will be considered as time worked to determine overtime eligibility.
2. Employees who fail to pass an examination on the initial attempt must utilize accrued earned time or personal time for repeat exams or take the time as excused-without-pay. The scheduling of time off for employees pursuing a continuing education program which is not a condition of employment will be determined by the employee's supervisor. The payment of time off will be determined by the employee's supervisor. Among the factors considered in reaching the determination will be the workload, the applicability of the program to the employee's present position, and the benefit derived by UMass Memorial from the program.

PROCEDURE:

The employee must document the request to attend a program with brochures, flyers, background material, etc., at least four weeks prior to the date of the session. The employee must document the request for time off for licensure, registration, or certifications that are a condition of employment at least six weeks prior to the examination date.

Domestic Partners

UMass Memorial and SHARE agree that employees in a same-sex relationship (for whom the civil right to marry does not exist) qualify for family health insurance coverage, consistent with all state and federal laws.

PURPOSE:

To provide a work environment free from the effects of drug and alcohol abuse and to identify and assist employees who because of alcohol and drug abuse exhibit inappropriate behavior that is adversely affecting job performance and may present risk of harm to themselves, patients and/or co-workers. It is the intent that this policy also complies with the federal Drug-Free Workplace Act of 1988 (PL 100~90).

DEFINITIONS:

Illegal Drug: Any illicit drug or any controlled substance obtained without a valid prescription.

Investigatory Leave: A period of time with pay where an employee is suspected of serious misconduct and is removed from the workforce pending an investigation.

Under the influence or impaired: An employee who is or appears to be adversely affected by a drug and/or alcohol.

Workplace: Includes all buildings, grounds and property owned, used or leased by UMass Memorial Health Care and any location at which UMass Memorial provides services.

RESPONSIBILITY:

The individual managers/supervisors together with the HR Business Partners, the Employee Health Service Practitioners, and EAP Coordinators are responsible for monitoring compliance with this policy.

POLICY STATEMENT:

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances or alcohol at all UMass Memorial workplaces. This includes, but is not limited to obtaining drugs through diversion of medications from UMass Memorial or any facility storing and dispensing medications and obtaining drugs through improper use of prescription pads regardless of where the pads are obtained. In addition, employees may not report to work under the influence of alcohol or any other substance that may interfere with their ability to satisfactorily perform their job responsibilities.

An employee assistance program has been established to support employees towards recovery from alcohol and/or other drug dependence while assuring that job performance and attendance meet established standards. This EAP provides assessment, counseling and referral services at no cost to employees.

PROCEDURE:

- A. It is the responsibility of all employees to maintain a working environment free from drug and alcohol abuse and to report any suspected violation of this policy to their supervisor.
- B. Proper use of prescription and over-the-counter drugs is permissible unless it interferes with an employee's work performance.
- C. Under no circumstances may an employee work when he/she is reasonably suspected of being in violation of this policy.
- D. Employees must comply with the requirements of the Drug-Free Workplace Act when applicable.
 - 1. Employees must notify their HR Business Partner of any workplace-related drug conviction, including a plea of *nolo contendere* (no contest), no later than five days after such conviction. Such notification must be in writing.
 - 2. The employee's HR Business Partner shall be responsible for working with the appropriate staff to ensure that the appropriate federal and state agencies, and internal departments are notified within ten days of receipt of notification of the conviction for the violation of drug laws on the premises and to ensure that other reports where required are made.
- E. Employees who violate this policy shall be subject to disciplinary action, up to and including termination.
- F. Information about the dangers of substance abuse and available assistance programs is available to all employees.
- G. Employees Appearing Impaired
 - 1. If there is a reasonable basis for any individual to believe that an employee's performance is being affected by the use of drugs and/or alcohol, the affected employee's supervisor must be notified. Supervisors should seek assistance from their HR Business Partner.
 - 2. If there is an immediate problem in which patient or employee safety may be at risk and HR is closed, a Supervisor in Nursing must be consulted.
 - 3. The affected employee's supervisor will immediately meet with the employee, an Employee Health Service Practitioner, the HR Business Partner or the Nursing Supervisor to determine if the employee is capable of returning to work or should be placed on investigatory leave. If Employee Health is closed, the employee will be referred to the Emergency Department.
 - 4. The supervisor of an employee placed on investigatory leave will make arrangements through the Security Department for the employee's transportation home. If there is reason to believe that the employee may endanger self or others by driving and if the employee insists on driving, the supervisor will notify the Security Department.
 - 5. Supervisors of employees on investigatory leave must consult with their HR Business Partner prior to the employee's return to work.
 - 6. When an employee who had been placed on investigatory leave is approved to return to work, the employee's supervisor will discuss the incident with the employee and initiate disciplinary action if appropriate. The supervisor will also advise the employee of the availability of the EAP service if appropriate.
- H. Diverting and Illegally Dispensing Drugs
 - 1. If an employee is suspected of diverting and/or illegally dispensing drugs, the employee's supervisor must immediately notify the department head or an Administrator on call and the HR Business Partner by the next business day.

2. The HR Business Partner must notify the Director of Pharmacy whenever it is suspected that drugs and/or prescription pads have been diverted or illegally dispensed.
3. When appropriate, the Director of Pharmacy/designee will refer the issue to the Security Office on the appropriate campus.
4. An investigation will be conducted under the direction of the Pharmacy and Security. An employee under investigation may be placed on investigatory leave.
5. If the investigation concludes that the employee diverted and/or illegally dispensed drugs, the violation may result in disciplinary action up to and including termination. Reports of such findings may be reported to the appropriate professional board of registration or government agency.

e-mail Policy & Addendum

PURPOSE:

UMass Memorial Medical Center continually strive to improve the efficiency of information flow with electronic communication services such as local and wide area computer networks, voice mail, facsimile transmission, and electronic mail (e-mail). This policy is intended to establish general guidelines regarding the use of electronic mail and protection of UMass Memorial's information.

DEFINITIONS:

- A. **Electronic mail (e-mail)** - the use of a network to transmit text messages, memos, reports, and any attached data or files. Messages can be sent to one or more persons, a defined group or all users on a system.
- B. **Internet** - The vast collection of inter-connected networks that all use the TCP/IP protocols and that evolved from the ARPANET of the late 60's and early 70's.
- C. **Intranet** - A private network inside a company or organization that uses the same kinds of software that you would find on the public Internet, but that is only for internal use.
- D. **Patient information** - data/information related to the health and health care of an individual collected from or about an individual receiving health care services.

RESPONSIBILITY:

Corporate Compliance, Information Services and Internal Audit as well as supervisors/department directors are responsible for monitoring compliance with this policy.

POLICY STATEMENT:

The purpose of the UMass Memorial Medical Center E-Mail Policy is to establish a framework to improve the efficiency and security of the flow of information throughout UMass Memorial intranet, its service area and the Internet.

PROCEDURE:

- A. The electronic mail system is to be used in ways consistent with overall administrative policy. Generally, e-mail should be used for business-related purposes of UMass Memorial.
- B. The system may not be used in a way that is disruptive to the operation of UMass Memorial Medical Center or offensive to others. The use of e-mail for transmission of information that is disparaging to others, that advocates or opposes political causes, or that is used for personal gain (as in the use of chain letters requesting donations to individuals) is prohibited.
- C. Confidential information must never be transmitted or forwarded to outside companies or individuals not authorized to receive such information, or to UMMMMC employees who have no business or clinical reason for such information. The privacy and confidentiality of e-mail transmissions cannot be guaranteed. E-mail transmissions, both on the intranet and the Internet, may be subject to disclosure through legal proceedings or otherwise through various laws which may be held to apply to such transmissions. While we recognize the value of e-mail as a communication tool, patient information transmitted via e-mail should be done within the guidelines of state and federal regulatory agencies given UMass Memorial Medical Center's legal and ethical obligation to protect patient confidentiality. Be certain to always double-check all "to" and "cc" fields prior to sending any e-mails. Please refer to the Internet Use and Standards Policy.
- D. Some messages sent, received or stored on the UMass Memorial e-mail system may constitute privileged communications between UMass Memorial and its in-house or external attorneys. If you receive an e-mail labeled "Privileged Attorney-Client Communication" (or similar language), you should seek the attorney's permission before disseminating it further, because the privilege may be destroyed if the transmission is sent to a third party.
- E. Authorized personnel working for or under the auspices of Information Services must have unrestricted access to e-mail and related information. This access is required for reasons that include retrieving business-related information, trouble-shooting hardware and software problems, preventing unauthorized access and system misuse, assuring compliance with software and distribution policies, and complying with legal and regulatory requests for information. Therefore, UMass Memorial cannot guarantee the privacy or confidentiality of documents and messages stored in the e-mail system.
- F. Individuals are prohibited from using an e-mail account assigned to another individual to either send or receive messages. If it is necessary to read another individual's e-mail (e.g. while they are on vacation, on leave, etc.), message forwarding should be utilized.
- G. Due to the nature of the e-mail medium, UMass Memorial cannot guarantee the privacy or security of such correspondence and e-mail users are cautioned that such messages might become available to others.
- H. UMass Memorial reserves the right to monitor the contents of electronic documents and messages, or access e-mail backups or archives. This monitoring and access may occur for reasons that include, but are not limited to legal discovery, warrant, subpoena, or when

there is a threat to the computer system's integrity or security as determined by the system administrator.

- I. Any individual found breaching the confidentiality of e-mail messages, disclosing confidential UMass Memorial data via e-mail, sending harassing e-mail or any other violation of the Policy may be denied or given limited (i.e. to allow for employment related tasks) access to the e-mail and/or UMass Memorial computer systems, and subject to reprimand, suspension, dismissal, or other disciplinary action. See Breach of Confidential/Protected Information Policy.

All persons granted email access should adhere to the *Guidelines for the Use of Electronic Mail*. See Addendum A.

Contacts:	Karen Nestor, Privacy Officer	334-8096
	Anne Seger, MD Medical Director	334-6215
	Caroline Brooks, Information Security Coordinator	334-1168
	Patricia Koziol, IS Internal Audit	334-1625

Addendum A

Guidelines for the Use of Electronic Mail

- **E-mail is not intended to replace face-to-face interaction. E-mail is one of many communications methods available at UMMMMC.**
- Be sure e-mail is the appropriate medium for your message before sending it.
- **Do not use e-mail to write something you would not say face-to-face or include in a memo.**
- Treat e-mail messages as business correspondence. Be professional and careful about what you say about others. E-mail can easily be forwarded.
- Be careful when using humor or sarcasm. Without face-to-face communication, your message may be misinterpreted.
- Think before you write. Once sent, a message cannot be retracted.
- Use mixed case letters. Do not write in all caps or all small letters. Writing in all upper case letters is generally considered to be shouting in electronic correspondence.
- Consider including your phone extension in the message. This allows the recipient to call you directly with a response, if they prefer.
- Limit each e-mail to one topic and always use a clear identifier in the subject line of each message which reflects the content of the message.
- E-mail messages should be brief and to the point, meant to be read off the screen in thirty seconds or less. Use attachments for long documents. However, do not create an attachment for brief correspondence; instead, create a brief e-mail (for example, do not create a Word document to communicate a meeting cancellation).
- When sending an attachment, always include a one line description of what the attachment contains, giving the addressee the option of opening it or not. If sending multiple attachments, identify the content of each attachment.
- Be judicious with the use of cc's.

- Use common abbreviations when possible, but refrain from using acronyms that would be confusing or annoying to the reader.
- Check your mailbox regularly. Respond to e-mail messages as soon as possible after receiving them. If you think the importance of the message justifies it, immediately acknowledge to the sender that you have received the message, even though you will send a longer reply later.
- Be cautious about sending time sensitive material to which you need an immediate answer. Do not expect an instant reply to your messages. Not all users are “on-line” every day. Use the “return receipt” option to ensure critical messages have been received.
- E-mail is a transitory communication tool which should be kept current and up-to-date. Mail and working documents that have exceeded their practical life span should be deleted. Delete unwanted messages immediately and keep messages in your mailbox to a minimum.
- When using e-mail as a decision-making tool, do not assume acceptance when a person does not respond unless that is clearly stated in the message.
- When using global distribution lists, remember that most groups include a mix of management, staff and line employees. Know who is in the group you intend to send the message to and be sensitive to the intended recipients. Remember that all global distributions must be approved by a Director or VP and can be sent by authorized users only. If you’re unsure who authorized users are, please contact the IS Support Center.

Employee Assistance Program (EAP)

PURPOSE

To provide an effective, confidential, and supportive process to employees to identify and resolve personal problems that may adversely impact work performance.

RESPONSIBILITY

1. The Senior Director of Human Resources is responsible for oversight of the Employee Assistance Program.
2. The Employee Assistance Program is responsible for the following:
 - A. The EAP provides assessment, short term counseling, and referrals (when necessary and appropriate) at no cost to employees and their family members.
 - B. The EAP provides consultation and training to supervisors, managers, Human Resources, Employee Health, and others within UMass Memorial.
 - C. The EAP responds to critical incidents and other special circumstances in which employees are emotionally distressed.
 - D. Professional guidance through the EAP covers such areas as emotional issues, relationship difficulties, parenting, drug and alcohol problems, financial concerns, personal legal problems, stress, and other personal problems.

POLICY STATEMENT

UMass Memorial strives to create a safe and healthy workplace and provides the Employee Assistance Program as part of that effort. The EAP is available on a voluntary basis to all employees and to their spouses, domestic partners, and dependent children. Retaliation against any employee for participation in the EAP is prohibited.

PROCEDURE

1. Employees and eligible family members who wish to contact the Employee Assistance Program should call 1 (800) 322-5327. Appointments will be offered in a timely fashion at convenient locations with licensed, professional counselors.
2. Supervisors, managers, Human Resources and Employee Health who wish to consult with the Employee Assistance Program or refer an employee to the program should also call the above phone numbers.
3. EAP assistance is available 24 hours a day, 7 days a week.
4. The EAP will maintain the confidentiality of employees and family members who participate in the program to the extent allowable by law.
5. Records maintained by the EAP are not part of the employee's personnel or health record and they are not available to managers.

Employee Health

PURPOSE:

The purpose of this policy is to describe the scope of the employee health services available to UMass Memorial employees at UMass Memorial, as well as the general Employee Health Services policies around pre-placement, job fitness, and work and non-work incurred injuries and illnesses.

DEFINITIONS:

1. Employee Health Services (EHS) is a department in the Division of the Human Resources and works in clinical collaboration with the Department of Family Medicine & Community Health.
2. "Provider" means all physicians and nurse practitioners who are members of the clinical staff of EHS.
3. "Employees" are those individuals who are on the UMass Memorial payroll and work either on the University, Memorial or Hahnemann campuses or one of Medical Center's satellite offices/locations.
4. "Persons on temporary assignment" are those individuals who are on contract or from an outside temporary agency and are working for the Medical Center in a temporary capacity.
5. "Volunteers" are those individuals who volunteer their time in some sort of defined service to UMass Memorial and do not receive any monetary compensation for their services.
6. "Students" are those individuals that are on assignment at the Medical Center for the purpose of education and who do not receive any monetary compensation.

RESPONSIBILITY:

EHS is responsible for implementation of this policy. The management staff is responsible for monitoring staff compliance and reinforcement of the policy. All employees, medical staff, volunteers, students & those on temporary assignment are responsible for compliance with the policy.

POLICY STATEMENT:

The goal of the Employee Health Service is to encourage good health through:

1. A program of primary and secondary disease prevention, which includes immunizations, health hazard appraisals & early disease detection.
2. The availability of timely medical care for work related accidents and acute illnesses.
3. The coordination of continuing care for those work-related health problems.

4. The provision of all mandated care for employees in compliance with Medical Center requirements and Federal and State regulations for specific occupations.
5. A program of education regarding workplace health & safety.

PROCEDURE

- A. Eligibility: The following persons will be eligible to receive the services of the EHS as detailed in Sections B and C:
 1. All full and part time employees of UMass Memorial.
 2. All people who have a task assignment at UMass Memorial. This includes hospital volunteers, individuals employed under contract, student externs and other groups as designated by UMass Memorial administration.
 3. Eligibility and responsibility of payment are outlined in Section D.
- B. Services:
 1. Pre-placement Medical Evaluation
 - a) Requirements of the Evaluation
EHS will determine the nature and extent of the evaluation. It will include a medical history and focused physical examination as indicated by the physical requirements of the employee's tasks as outlined in the position description. Any EHS provider may perform this examination.
 - b) Choice of Examining Provider
EHS will perform the evaluation at no cost to the prospective employee. Evaluations by non EHS providers are discouraged. Under special circumstances, prospective employees may elect to have the examination performed by a health care provider of their choice at their own expense. EHS must first approve of this "external" evaluation. If so, all pre-placement health requirements for the specific position must be met and all documentation presented to EHS prior to commencing employment. If all requirements are not met, the prospective employee will not be medically cleared and will have to make an appointment with EHS to facilitate that clearance.
 2. Evaluation of Persons on Assignment at UMass Memorial
 - a) There are certain hazards that exist both to the person and to the institution. For this reason, certain preventive measures must be applied by these persons, even if they are not on the payroll.
 - b) Persons on assignment but not receiving a paycheck from UMass Memorial payroll include the following: employees of out-side contractors, leased employees, volunteers, and students from outside agencies and institutions.
 - c) Any of the above persons who have direct contact with patients, sterilized supplies, food, clean linen and clean dishes must undergo the EHS medical screening, which will be provided at institutional expense.
It will be the contracting department's responsibility to review requirements with EHS.
 - d) All UMass Medical School students (Medical, Nursing & Bio-medical) who will have direct patient contact, must meet all the EHS health requirements. They are to submit this information to Student Health Services, a Division of Family Medicine & Community Health. Their history, physical, PPD & immunization records will be held and maintained by Student Health Services.

3. Periodic Job Fitness Evaluation

- a) Certain categories of personnel periodically require specific or special examinations for conditions which may be hazardous to them or to their contacts in the Medical Center community. Such hazards are to be specified on the job description. The management of these hazards will be delineated at the time of the initial appointment.
- b) EHS will undertake health record appraisal, as required, either in relation to a specific event or on a regular basis as determined by a particular type of employment.
- c) At the request of the department management and/or Human Resources, an EHS provider will perform an employment fitness evaluation sufficient in scope to determine continued job fitness of an employee.

4. Lateral Transfer Fitness Evaluation

The employee's new department must insure that all physical requirements of the new job are met. In the event that there are different physical requirements, the supervisor must delineate these in writing and may request and arrange for an examination of the employee to establish that these new requirements can be satisfied.

5. Work-Incurred Injury Care

- a) If an injury is work-incurred, all required diagnostic, treatment, and referral services will be covered as outlined by the Worker's Compensation Act.
- b) Employee Health Service will provide care for an employee injured at work. (An injured employee may also elect to have care provided by their personal health care provider.) If treatment is required on the premises when the Employee Health Service is closed, or the injuries are of such a severe nature, the Emergency Department of the hospital may be used to provide care for the injured employee.
- c) The supervisor has the right to arrange and require an employee evaluation by the EHS if the supervisor suspects that an illness may be related to occupational or environmental factors in the work place.
- d) Those persons on assignment who are not covered by the provisions of the Worker's Compensation Act, and who are injured during an assignment, will receive services at UMass Memorial at no cost to them, provided that the services are supplied or coordinated by the EHS. The services of the Emergency Department may be sought directly for work incurred injuries only when the EHS is closed or the severity of the injury requires the immediate services of the Emergency Department. In such situations, the institution will also assume the cost of the Emergency Department service.

6. Non-work Incurred Illness Care (with the exception of communicable diseases)

- a) It will be the responsibility of individual UMass Memorial employees to pay for all non-work incurred illness care, whether or not work performance is affected.
- b) If it is unclear to the employee or employer whether an illness is work related or not, an EHS evaluation, at institutional expense, will be carried out to resolve the issue. If the illness is deemed not work related, any further evaluations and management interventions will be at the employee's expense.

7. Job Fitness Evaluation (with the exception of communicable disease)

a) Return to work:

All employees who have been absent from work for five or more consecutive work days, due to a non-work incurred injury or illness, or approved leave of absence for a medical, psychological, or surgical reason are to be evaluated in EHS prior to returning to work. An EHS medical evaluation is also required when an external provider (non-EHS provider) recommends a leave for a work incurred injury or illness regardless of the length of time out of work. With the help of external provider's statement, the EHS return to work evaluation may help to document the Worker's Compensation claim and may insure that the physical requirements of the job description are met fully.

b) Fitness for work while on the job:

When there are doubts about an employee's ability to continue performing their job requirements, the employee's supervisor has the right to arrange for EHS fitness for work evaluation.

When a supervisor requests a job fitness evaluation, the following information must be sent to EHS:

- (1) A copy of the position description.
- (2) A written statement which addresses the supervisor's areas of concern about the employee's physical capabilities to carry out the job function(s).

8. Job Site Evaluations

Employee Health Service providers will also arrange work site evaluations to assess job function, workplace hazards, impact of environment on employees, etc. Such evaluations may be initiated by EHS or will be conducted on request.

9. Referral Services

- a) EHS will also make employee referrals to the appropriate departments, specialties or providers of UMass Memorial when necessary. If an employee requires subspecialty skills or ancillary services for the evaluation and management of work incurred injury or illness, such services will be made available at no charge to employee.
- b) If an employee requires or wishes to obtain continuing care, diagnostic services, or episodic care, an EHS provider may assist the patient by referring to providers of other UMass Memorial ambulatory and/or community services. The employee will be responsible for the cost of such assistance.

C. Infectious Disease Exposures Care Costs

1. The care given to an employee for an exposure or actual infection will be provided at institutional expense, in its entirety, if EHS and/or Infection Control finds that the exposure is work incurred.
2. The cost of care for employees with infections not incurred at or related to work is the responsibility of the employee. Evaluation, treatment & follow-up care by the employee's health care provider are the employee's responsibility.
3. Under some circumstances, the Infection Control Department may require an evaluation by EHS to determine an employee's risk of communicability. Such an

evaluation will be done at institutional expense whether the infection is work incurred/related or not. Subsequent follow-up care and cost of any medicinal treatment is the employee's responsibility if it is not work incurred or related.

D. Exposures in the Community

Under certain circumstances, Infection Control or EHS may recommend that UMass Memorial underwrite the cost of an EHS evaluation and work restriction stemming from a community exposure. In such instances, EHS or Infection Control must receive administrative approval for the expenditure of institutional funds.

E. Responsibility for Payment of Services

1. The following situations will determine which services will be provided at no cost to UMass Memorial employees:
 - a) Evaluations for work fitness.
 - b) Evaluations and management of work-incurred injuries and illnesses.
 - c) Evaluations of medical conditions that may cause potential risk to patients, other employees and UMass Memorial employees.

2. The table on the following pages summarizes institutional versus individual responsibility for payment of services.

FINANCIAL RESPONSIBILITY FOR SERVICES

SERVICE	INSTITUTION	INDIVIDUAL
Pre-placement medical screening for: Employees, volunteers & persons on assignment at UMass Memorial	If performed by EHS	If performed by an external (non-EHS) provider
Periodic evaluation	All federal, state and UMass Memorial mandated services	
Lateral transfer evaluation	EHS evaluations pertaining to new physical requirements	
Injuries & Illness: Work incurred	Salaried Employees: services for all work incurred events covered under the Worker's Compensation Act	
	Persons on Assignment: if not covered by Worker's Comp, EHS coordinated services only	On assignment: all services provided outside of EHS & not covered by Worker's Comp
Non-work Incurred	Work relationship investigation if appropriate; Risk of communicability evaluation; Coverage by UMass Memorial will not extend to further evaluations, management, or interventions	All other evaluations, treatments, and follow-up care provided by any EHS or non-EHS provider.

Work fitness evaluation	All evaluation services as ordered by EHS shall be covered by UMass Memorial. Such coverage will not extend to further management interventions if the event requiring this type of evaluation is non-work incurred	
Immunizations	Mandated immunizations & special institutional programs	All other immunizations (e.g. such as those given or requested for foreign travel)
Exposure to infections	Work-incurred exposures	(Section C-1) Non-work incurred exposures (section C - 2, 3 & D - 1)
Acute Infections: Work Incurred	Same as Injuries & illness	
Non-Work Incurred	Risk of communicability	Management of illness (e.g. meds, diagnostic testing, appts with providers, etc.)
Outbreak of infection	All services recommended by the EHS & Infection Control Committee Chair	All services provided by external health care provider

Equal Opportunity & Affirmative Action

Affirmative Action and Non-Discrimination

UMass Memorial and SHARE are committed to providing equal employment opportunity and to eliminating discrimination in the workplace.

UMass Memorial is an equal opportunity, affirmative action employer. In the organization's employment practices, programs and delivery of services, there must be no discrimination on the basis of race, color, sex, religion, age, national origin or ancestry, mental or physical disability, veteran status, marital status, sexual orientation, political beliefs, or any other characteristics protected by law.

UMass Memorial is firmly committed to working to ensure that applicants for employment, patients, volunteers, visitors and employees are not discriminated against, or sexually harassed, based on any characteristic listed above. This policy applies to all aspects of employment, including but not limited to, recruitment, hiring, job assignment, compensation, discipline, and access to benefits and training.

It is the desire of both UMass Memorial and SHARE that all employees be accorded fair, equitable and open treatment. No employee should be discriminated against on any basis that is not reasonably related to job performance.

Employees who have concerns about possible discrimination can approach the responsible manager, their SHARE representative, or the Equal Employment Opportunity Office. Employees can raise concerns internally, or to any outside state or federal agency, without fear of reprisal.

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

Equal Opportunity & Affirmative Action Policy and Complaint Procedure

PURPOSE:

To describe the concept, key components and application of equal employment opportunity and affirmative action.

DEFINITIONS:

- A. Equal Employment Opportunity** – all qualified applicants are considered.
- B. Affirmative Action** – all actions, programs and activities specifically designed to enhance the employment and retention of, and other opportunities for, protected class members: women and minorities.

RESPONSIBILITY:

Individual managers/supervisors, together with the Equal Opportunity Office, are responsible for compliance with this policy. The Equal Opportunity Office, working in conjunction with the Human Resources Department, is responsible for developing procedures, programs, activities and other initiatives designed to meet UMass Memorial's equal opportunity/affirmative action goals.

POLICY STATEMENT:

A. EMPLOYMENT: UMass Memorial is an Equal Employment Opportunity/ Affirmative Action employer. All qualified applicants for employment will be considered; all persons employed will be treated equitably. All personnel actions, demotions, transfers, layoffs and terminations; recruitment; tenure decisions; rates of pay, fringe benefits, and other forms of compensation; selection for training and all UMass Memorial-sponsored social and recreational programs, will be designed and administered without discrimination with respect to race, color, religion, gender, age, sexual orientation, national origin, veteran status, or disability.

In those areas of under-representation of women and minorities, UMass Memorial will affirmatively undertake non-discriminatory programs and measures that support the goal of increasing appropriate representation.

B. HEALTH CARE: UMass Memorial provides equal access to its health services and does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, national origin, veteran status, or disability. UMass Memorial is proactive in seeking to ensure access to high quality care in a manner compatible with its patients' primary languages, health beliefs and practices, based on an understanding of cross-cultural differences.

C. CONTRACTORS AND SUB-CONTRACTORS: UMass Memorial's commitment to the principles of affirmative action shall be applied to purchasing with the objective of achieving and fostering increased participation by minority-and women-owned businesses in UMass Memorial's procurement activity. UMass Memorial encourages economically disadvantaged business owners to bid on contracts.

This policy is in keeping with all pertinent state and federal laws, including, but not limited to: Executive Order 11246 as amended, Revised Order No. 4, Titles VI and VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1967, Equal Pay Act of 1963, and Veterans

Assistance Act of 1972. Reprisals against an individual who in good faith raises a concern, or makes a charge about behavior that violates the provisions of this policy, are against the law and will not be tolerated.

Complaint Procedure

PURPOSE:

To provide employees of UMass Memorial with the procedures to follow in making complaints about equal opportunity and affirmative action practices.

DEFINITIONS:

DISCRIMINATION: Unfavorable or unfair treatment of a person based on race, color, national origin, religion, gender, sexual orientation, age, disability or veteran status.

EQUAL OPPORTUNITY OFFICE: UMass Memorial office responsible for addressing matters related to equal opportunity/affirmative action.

HARASSMENT: Behavior that consists of objectionable conduct, comments, material or display that demeans, intimidates or humiliates another person, based on race, color, national origin, religion, gender, sexual orientation, age, disability or veteran status. The conduct must be sufficiently frequent or severe to create a hostile work environment or result in a "tangible employment action," such as hiring, firing, promotion, or demotion.

RETALIATION: Actions taken against an individual as a result of his/her actions in making a complaint of discrimination, assisting in the investigation of a complaint or opposing discriminatory practices.

PROCEDURES:

To file a complaint of discrimination, an individual meets with the Equal Opportunity Office (EOO). In the initial meeting, the complainant shares his/her concerns by providing the following information:

- The specific nature of the discrimination alleged (e.g., age, race or gender, etc.).
- Date(s) of the occurrence(s).
- Detailed description of the circumstances.
- Names of those directly involved in the complaint, including the person(s) accused of discriminatory behavior.
- Names of other individuals who are aware or have knowledge of the situation.
- What remedy or relief is being sought.

Any manager who receives a complaint from an employee should refer the complaint to the EOO or to the Human Resources Business Partner to ensure that proper action is taken.

The EOO explains the investigative process to the complainant. Depending on the circumstances, the EOO approaches a complaint in a variety of ways:

1. The EOO may suggest ways the complainant can resolve the matter on his/her own or may give guidance on UMass Memorial policies and procedures.
2. The EOO may meet with the accused to hear his/her perspective and to work toward a resolution consistent with UMass Memorial policies and applicable laws and regulations.

The accused party in the complaint, if a member of a collective bargaining unit, may choose to be accompanied by a union representative. Those not represented by a union may choose to be accompanied by another employee. No attorney for any party in the complaint procedure shall be permitted to be present at any stage of the complaint process.

3. The EOO may meet with additional individuals identified by the complainant or the accused as having direct knowledge of the matter. UMass Memorial employees may be required to participate in an EOO investigation as a condition of their employment.

In conducting its assessments, the EOO recognizes the importance of respecting the privacy of those involved. Confidentiality will be protected to the full extent possible. Information related to the investigation of a discrimination complaint will be shared only with those individuals who need to know in order to investigate or to resolve the matter. Parties involved in the complaint, as well as those privy to information concerning the complaint, are expected to maintain confidentiality regarding all matters related to this process.

4. Upon completion of the investigation, the EOO shares the findings and recommendations with appropriate management and with the concerned parties, whether or not there is found to be a basis for the complaint. Implementation of any disciplinary measures, if considered appropriate, shall ultimately be the responsibility of the manager(s) directly involved, in consultation with Human Resources and the EOO. If either party elects to appeal the findings of the investigation, she/he may bring concerns to the V.P. of Human Resources or designee to provide an additional level of review. The EOO will provide information regarding this process.

Employees who wish to communicate with resources external to UMass Memorial may contact the following agencies:

Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place, Rm.601
Boston, MA 02108
(617) 727-3990

22 Front St.- 5th Floor
P.O. Box 8038
Worcester, MA 01614
(508) 799-7271
(508) 799-6379

436 Dwight St.
Springfield, MA 01103
(413) 739-2145

Equal Employment Opportunity Commission (EEOC)

Boston Area Office
John F. Kennedy Federal Bldg.
Govt. Center, Room 475
Boston, MA 02203
(617) 565-3200

There is strict prohibition against retaliation of any kind. No individual shall be penalized in any way for having participated in the procedures described here. Any allegations of retaliation should be reported immediately to the EEO and appropriate management. Anyone found to have engaged in retaliation will be subject to severe discipline, up to and including possible termination.

Human Resource Records Policy

RESPONSIBILITY:

Managers/supervisors of employees, as well as Human Resources Business Partners, HRIS staff and Human Resource Records staff, are responsible for compliance with this policy.

PROCEDURE:

The following information, which is not intended to be all-inclusive, shall be contained in each employee's human resources record, when applicable:

- Employment Application
- References from previous employers
- Proof of graduation from an accredited school(s) if applicable
- New Employee Orientation Program Record
- Initial Unit/Department Orientation
- New/Transferred Employee Orientation Checklist
- New Employee Probationary Form
- Transfer/Promotion Probationary Form
- Copies of license(s) and certification(s)
- Personnel Action Forms indicating changes in personal and employment status
- Disciplinary Actions
- Performance Appraisals
- Individual Education Attendance and Self-Development Record

When an employee requests to inspect, or to have a copy of, his/her human resources record, the following documents must be produced:

- Any and all of the above described documents in files maintained by the Human Resource Records staff or in the Human Resource Records Office;
- Documents maintained in a manager's or supervisor's file;
- Documents maintained within the files of Human Resources Business Partners;
- Any other documents maintained elsewhere that have had, or may have, an impact on an employee's employment.

The human resource records of terminated employees must be maintained for at least three (3) years, and if there is a pending action (e.g. MCAD complaint, lawsuit, arbitration, etc.) in which case the human resource record must be maintained until the final conclusion of the action, including exhaustion of all available appeals. Records that include OSHA documents must be maintained for 20 years.

Employee Health and Worker's Compensation records are maintained in the Employee Health Department.

Human resource records may only be viewed by individuals with a legitimate business need, as authorized by Human Resources. Some examples of legitimate business needs are: the employee's current manager reviewing an employee's file, a hiring manager reviewing a transfer applicant's file, UMass Memorial reviewing a file to address a compliance issue with an outside agency.

The original human resource record may only be released to official Human Resources Satellite Offices (at the University and Memorial Campuses).

All telephonic or written requests for employment references regarding current or former employees must be forwarded to Human Resource Records Office for response. References may not be given by anyone other than the Human Resource Records Office. Information provided will be: employee title and dates of employment only. The employee's rate of pay will be confirmed only with the employee's written authorization.

Subpoenas regarding employee status and work history, including any personnel, payroll, or health information, will be handled in accordance with the Subpoena Policy.

An Employee who would like to inspect her/his human resource record must submit a request to the Human Resource Records staff. The human resource record will be made available for inspection within five (5) business days of the request. A member of the Human Resource Records staff must be present when a current or former employee reviews his/her record. No documentation may be removed from the human resource record. An employee may request corrections, deletions and/or additions to his/her human resource record. If the request is denied, the employee may add a note of disagreement or clarification to his/her record.

A current and former employee who would like a copy of his/her human resource record must submit a written request to the Human Resource Records staff. A copy of the human resource record will be provided within five (5) business days of the written request.

MONITORING

The Human Resource Department is responsible for monitoring compliance with this policy.

Internet Use & Standards Policy

PURPOSE:

To define appropriate use of electronic communications mediums utilizing the Internet; to establish a process for training, registration and controlling access to the Internet.

DEFINITIONS:

Copyright - Copyright is the ownership of certain intellectual property.

Decryption - The process of decoding a message so that its meaning becomes obvious.

Encryption - The process of encoding a message so that its meaning is not obvious.

Internet - The collection of inter-connected networks that all use the TCP/IP protocols and that evolved the *ARPANET* of the late 60's and early 70's. The Internet connects dependent computer networks into a global internet.

IP number (Internet Protocol Number) - Every machine (PC, printers) that is on the Internet has a unique IP number.

Posting - A single message entered into a network communications system e.g., a single message posted to a newsgroup or message board.

Server - In general, a server is a computer that provides services to other computer programs in the same or other computers. The computer that a server program runs in is also referred to as a server (though it may contain a number of server and client programs).

Shareware - Software that can be found on the Internet that is available free of charge to the public for personal or business use.

RESPONSIBILITY:

The employees, supervisors and managers together with Information Systems are responsible for monitoring compliance with this policy.

POLICY STATEMENT:

Internet use and standards are defined and implemented to ensure that the process for obtaining Internet access is followed by all UMass Memorial staff, employees, consultants, students, and volunteers, and that appropriate use of the Internet is clearly described and complied with.

PROCEDURE:

A. Appropriate and reasonable use

1. The Internet is to be used in support of UMass Memorial-related patient care, business, and research activities.
2. All UMass Memorial policies addressing information systems security and confidentiality apply to use of the Internet.
3. UMass Memorial employees who are granted access to Internet services are required to use common sense and exercise good judgment regarding their use of Internet services.
4. Questions or problems regarding appropriate use should be referred to the employee's supervisor, department manager, or Information Systems.

B. Privacy and monitoring

1. Privacy and confidentiality of Internet activities cannot be guaranteed. Many or most servers on the Internet record selected information about users, including name, email address and the IP address of the computer used for access.
2. UMass Memorial logs and monitors Internet activity as deemed necessary and appropriate. By requesting Internet access and by using the Internet, the employee agrees that such activities can be monitored and that the employee has no expectation of keeping such activities private.

C. Copyright, intellectual property, and licensing agreements

1. All copyright laws and regulations are in effect in the online environment.

2. Users who knowingly violate copyright and/or license terms are personally liable for their actions.

D. Confidentiality

1. Messages, files or databases containing patient or other proprietary information must comply with UMass Memorial's Security & Confidentiality Policy. Users should be aware that conditions at the location to which they are transmitting information may compromise confidentiality.

E. Prohibited & Limited Activities

1. Disruption or unauthorized monitoring or interception of electronic communications.
2. Accessing another user's files without permission.
3. Unauthorized posting of confidential or proprietary UMass Memorial information.
4. The use of corporate resources for personal gain.
5. Unauthorized downloading software or shareware from the Internet.
6. The use of pseudonyms or other IDs designed to mask the true identity of the employee.
7. Impersonation of another individual or organization.
8. The willful or negligent introduction of computer viruses or other destructive programs into UMass Memorial systems or networks or into external systems or networks.
9. Decryption or attempting to decrypt user passwords or any encrypted file.
10. Any unauthorized deliberate action which damages or disrupts a computing system or network, alters their normal performance, or causes them to malfunction regardless of location or duration.
11. Any conduct in connection with the use of the Internet that would constitute or encourage a criminal offense or give rise to a civil liability or otherwise violate any local, state, national or international law.
12. The intentional creation, posting or transmission of any unlawful, offensive, defamatory, threatening or harassing material.
13. Any ordering of items or contracting for services for UMass Memorial Health Care on the Internet without prior approval of UMass Memorial Health Care's Purchasing Department and appropriate department managers.
14. Audio and video streaming technology must be limited so as to minimize possible network congestion. The use of this technology is acceptable only when there is a clear business purpose. The technology includes but is not limited to, RealPlayer, RealAudio, QuickTime, and Windows Media Player.
15. Internet chat client technology and instant messaging are prohibited due to the security risks.
16. Downloading entertainment software or games and playing games against opponents over the Internet is prohibited.

F. Security and connectivity

1. All access to the Internet must occur through UMass Memorial's network security server. Users are prohibited from connecting via modem to a personal Internet provider account on the UMass Memorial network (i.e. Compuserv, America Online, etc.).
2. Use of passwords authorized for Internet access must comply with UMass Memorial Information Systems' Standard Password Criteria.
3. Dial-in access to the UMass Memorial network will require strong authentication as provided by SecurID tokens and encryption when available.
4. Any prohibited activity could be considered a security violation and will be subject to the process described in the Breach of Confidential/Protected Information Policy.

G. Obtaining access privileges

1. Any employee requesting access to Internet services must do so by submitting the I.S. Security Access Request Form. The request form must be signed by the employee and the employee's supervisor and then forwarded to the Information Security Coordinator for review, approval or denial.
2. The Information Security Coordinator notifies the employee of approval or denial.
3. Internet access will be granted only on the basis of the employee's current job responsibilities. If an employee moves to another business unit or changes job functions, a new Internet access request must be submitted as specified above.

H. Loss of access privileges

1. Employees will be held responsible for all activities performed with their Internet access authorization.
2. Failure to adhere to conduct and standards described in this policy may result in loss of access privileges, as well as disciplinary action, including but not limited to termination, of employment.
3. UMMC may routinely monitor and audit access to information regarding, but not limited to, employees and patients, their relatives, public figures, and VIPs for appropriateness.

Licensure, Registration, Certification Compliance Policy

PURPOSE:

To ensure that the Medical Center obtains and maintains accurate records documenting that employees are appropriately licensed, registered, or certified to perform their job duties in accordance with industry standards.

RESPONSIBILITY:

All employees who are required to be licensed, registered, or certified and their manager/supervisor together with the Human Resources staff are responsible for compliance with this policy.

POLICY STATEMENT:

The Department of Public Health, the Joint Commission on the Accreditation of Health Care Organizations and other regulatory organizations require that a copy of a current Massachusetts license (or other appropriate documentation of registration or certification) be kept on file in the personnel record of employees who occupy positions that require licensure, certification, or registration.

PROCEDURE:

A. New Employees

All licensed, registered, or certified employees must present a copy of the original license, registration, or certification to the Human Resources Department. A copy will be kept in the employee's personnel file.

B. Current Employees

The HR Records Office will be responsible for the following:

Letters will be generated for each employee whose license will expire and sent via US Postal service to the home address listed.

Copies of the departmental listing will be sent to the manager/supervisor informing them of the employees on the UMass Memorial payroll with licenses about to expire.

Department managers are responsible for ensuring that their employee's licenses, registration or certification remain current.

In addition, verification of Nursing licenses will be done via the Nursing Board web site on all licenses which will expire within the next week and copies of the web site verification put into employee file.

In the event a license is expiring and is unable to be verified in renewed status, an email will be sent to the manager to inform them of this fact.

An employee must present the renewed original license, registration, or certification bearing the employee's signature, to their manager/supervisor. The Supervisor will then make a copy and note on the copy that the original was verified and send or fax the copy to Personnel Records. The copy is placed in the employee's personnel file.

C. Expiration, Suspension, & Revocation

Employees whose licenses, registrations or certifications have expired are not permitted to work at UMass Memorial. The Supervisor is expected to immediately remove the employee from the work schedule until the renewed license, registration, or certification is presented.

An employee whose license, registration, or certification is revoked or suspended is ineligible to work and must notify his/her supervisor/manager immediately. Appropriate action will be initiated, up to and including termination.

Orientation

The Union will be allowed time at New Employee Orientation to meet new employees, make a presentation about the Union, and pass out union membership cards.

Employee Orientation

PURPOSE:

The purpose of the Orientation program is to welcome new employees, volunteers, students and contracted staff to the organization and communicate important UMass Memorial information such as but not limited to mission, vision, values, culture, service, Medical Center-wide policies and procedures related to safety, infection control, confidentiality, HIPAA, risk management, the rights of patients, diversity, and parking. Additionally Orientation provides an overview of how departmental-based orientation will take place and reviews benefit

information for eligible staff. This policy ensures department heads, chairs, administrators or their designees are aware of and actively support UMass Memorial's Orientation Program for new employees, volunteers, students and contracted staff.

RESPONSIBILITY:

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

DEFINITIONS:

Orientation: Review with new employees, volunteers, students and contracted staff UMass Memorial mission, vision, values, protocols, policies, and procedures, as well as other information applicable to their employment relationship or volunteer/student status.

New Employee: Newly hired person.

Transfer Employee: Current employee who leaves one department and begins working in another department within UMass Memorial without a break in their employment.

POLICY STATEMENT:

Employee Orientation is mandatory for all newly hired staff or staff who have been rehired after one year from the time of termination. It is designed to welcome new employees to the organization and acquaint them with various aspects of working at UMass Memorial including, but not limited to, the mission, vision, values and culture of the organization, organizational structure, policies and procedures including HIPAA, benefit programs, quality improvement processes, fire and safety procedures, infection control program, and incident and accident reporting procedures necessary for the safe and effective performance of their responsibilities.

Time spent at orientation is treated as work time for the purpose of determining the employee's pay for that week.

When an employee is required to attend an orientation on his/her non-scheduled workday, the employee will be paid for time spent at orientation.

Along with general UMass Memorial policies and procedures governing the workplace, the Employee Orientation Program provides information concerning benefits. Employees who are not eligible for benefits are not required to attend any part of orientation addressing benefits but must participate in all other components of Orientation.

ATTENDANCE:

All newly hired employees are required to complete the UMass Memorial Orientation. Attendance is not required for transfer employees and those who are rehired within one year of the date they terminated. However, completion of the applicable UMass Memorial department orientation is required for transferred and rehired employees.

FREQUENCY:

The Medical Center Orientation program is held weekly on Monday. The schedule is altered for weeks that include a Monday holiday. Additional sessions are scheduled as needed.

PROCESS:

A. New Employees

Attendance at orientation is mandatory and is scheduled by a member of the Human Resources staff at the time that the employment offer is accepted. A member of the Human Resources staff notifies the immediate supervisor of an employee who fails to attend the scheduled Orientation. The employee is rescheduled for the next program.

Human Resources will make appropriate arrangements when an employee requires interpreter services at orientation.

B. Transfer Employees

When an employee transfers to a position in another department it is the responsibility of the supervisor to ensure that the employee receives department orientation.

When an employee transfers to another position and/or department and is now eligible for benefits, a Human Resources Representative shall review appropriate benefit information with the employee.

C. Current Employees

Department managers shall inform current staff of changes in UMass Memorial policies and procedures and develop and document any appropriate training or education that is associated with the new policy or procedure.

GENERAL DEPARTMENT ORIENTATION CHECKLIST:

The Department Orientation Checklist ensures new employees and newly transferred staff to new departments are orientated and trained on specific information about their job and department specific policies and procedures. Both the new employee and the manager review and sign the Department Orientation Checklist. The manager forwards the Checklist to Human Resources (unless previously agreed upon with Human Resources that management and monitoring of information is to be done within a department).

Orientation for Volunteers, Students and Contracted Staff

While all volunteers, students and contracted staff complete Orientation, the process for each category is somewhat different. However all volunteers, students and contracted staff are oriented and trained in the following information and areas:

- UMass Memorial Mission, Vision and Values
- Provided with a description of the responsibilities of their role and where appropriate the competencies that must be demonstrated
- General Safety Training
- HIPAA
- Confidentiality

Additionally, all volunteers, students and contracted staff are provided with a unit/department based orientation that applies to the position they are filling.

Patient Care - Staff Requests Regarding Patient Care

PURPOSE:

To establish a procedure for employee requests not to participate in certain aspects of patient care or treatment due to a conflict with the employee's ethics or religious beliefs. To ensure that, when such a request is granted, the patient will not be affected negatively.

DEFINITIONS:

Religious beliefs - beliefs relating to or manifesting faithful devotion to an acknowledged ultimate reality or deity.

Ethics - conforming to accepted professional standards of conduct.

RESPONSIBILITY:

Individual Managers together with the Human Resources and Employee Health Services departments, are responsible for monitoring compliance with the policy.

POLICY STATEMENT:

UMass Memorial Medical Center believes that all patients, without regard to diagnosis, disability, age, race, color, religion, creed, gender, national origin or sexual orientation are entitled to comprehensive and individualized quality care. As a condition of employment, employees are expected to perform whatever duties are necessary and appropriate to ensure quality patient care and treatment. UMass Memorial Medical Center recognizes the right of an employee to request not to participate in certain procedures of patient care due to religious or ethical concerns.

PROCEDURE:

- A. When an employee requests not to participate in patient care due to religious or ethical concerns, the following steps must be taken:
 1. The employee immediately notifies his/her supervisor verbally and, as soon as possible, in writing of request not to participate in a patient's care/treatment.
 2. The written request must be dated and include specific aspects of care that the employee wants to be excused from, and the conflict(s) presented.
 3. The notice must be signed by the employee.
 4. The supervisor will review the notice and discuss any potential problems with the manager or director and will place the notice in the employee's file where it will be maintained.
 5. A decision will be made and the supervisor will inform the employee in writing whether the request will be granted. Patient care or other requirements may make it impossible to grant an employee's request on a repeated basis. In such instances, the employee may be advised to consider a transfer to a more appropriate position within UMass Memorial. However, an attempt will be made to consider all employee requests.
 6. Specific examples of treatment plans which may lead to a staff request for exclusion from patient care duties may include abortion, sterilization, blood transfusion, and end of life care.
- B. The employee's request will not be approved if based solely on the patient's diagnosis (e.g., HIV/AIDS or other sexually transmitted diseases, tuberculosis or other contagious diseases). If the employee continues to refuse to provide care/treatment for this reason, disciplinary action up to and including termination will be taken.
 1. An exception may be made when the employee has been directed in writing by a personal physician to avoid patients with certain diagnoses because of danger to the employee's existing health condition.

2. The employee will provide the physician's written directive to his/her supervisor. The supervisor may request additional documentation to support the claim.
 3. The supervisor will review the documentation with Employee Health Services and discuss any potential problems with the manager or director, and other appropriate professionals deemed helpful in arriving at a decision concerning the request. The notice will be filed in the employee's personnel file where it will be maintained.
 4. If the documentation sufficiently supports the claim, an approval of the request will be placed in the employee's personnel file.
- C. In cases where an employee's duties have been modified pursuant to a request under this policy, the care or treatment of the patient will not be compromised. The supervisor will arrange for coverage with another staff member who is qualified to care for the patient. Relief coverage will be provided as soon as possible after the employee makes the request verbally, and does not need to wait for formal approval of a written request.
- D. Employees will not be subject to any adverse action or unsatisfactory evaluation for making a request in good faith under this policy. However, employees are responsible for providing appropriate patient care until the supervisor or department manager provides alternate personnel. Refusal to provide patient care will result in discipline up to and including termination.

Pay Period, Workweek, Workday and Pay Practices

PURPOSE

To establish the pay period, workweek, workday and payment practices for all employees.

DEFINITIONS:

The standard workweek and standard pay period commences at 11:00 p.m. on Saturday night and ends at 11:00 p.m. the following Saturday night. The standard workday begins at 11:00 p.m. and ends at 11:00 p.m. on the following day.

RESPONSIBILITY:

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

POLICY STATEMENT:

- A. Employees of UMass Memorial are paid on a weekly basis for the previous workweek. Paychecks will normally be distributed commencing on the Thursday morning following the end of the workweek. During a week in which a holiday occurs on a Monday, Tuesday or Wednesday, paychecks will be distributed commencing at 2:00 p.m. on Thursday. During a week in which a holiday occurs on Thursday, paychecks will be distributed commencing at 2:00 p.m. on Wednesday.
- B. The workday and workweek for employees whose regular shift overlaps 11:00 p.m. will be as follows:
 1. When the majority of the hours in the employee's regular work shift occur prior to 11:00 p.m., the employee's workday will begin at the end of the regular work shift and will end at the same time on the following day. The employee's workweek will begin on Sunday at the time that the employee's regular shift normally ends. For example, the workweek for an employee who normally works 6:00 p.m. to 2:30 a.m. will begin at 2:30 a.m. on Sunday morning.

2. When an equal or greater number of the hours in an employee's regular work shift occur after 11:00 p.m., the employee's workday will start at the beginning of the regular work shift and at the same time on the following day. The employee's workweek will begin on Saturday evening at the time that the employee's regular shift normally begins. For example, the workweek for an employee who normally works 7:00 p.m. to 7:00 a.m. will begin at 7:00 p.m. on Saturday evening.
- C. For the purpose of determining eligibility for daily overtime, all hours worked by non-exempt employees immediately prior or subsequent to their regularly scheduled work shift will be considered as having been worked on the same workday as their regular shift. For example, a non-exempt night shift employee whose regular work shift begins at 11:00 p.m. on Thursday evening and ends at 7:00 a.m. on Friday morning and who also works the following day shift, will be considered as having worked 16 hours on the same workday and will be eligible for overtime in accordance with the UMass Memorial policy governing overtime.
 - D. For the purpose of determining eligibility for daily overtime, time worked by employees outside their regular work shift that is not immediately prior or subsequent to their regular shift and overlaps the end of the workday will be considered as having been worked in the workday in which the majority of the hours occur. For example, the workday for an employee who regularly works the 6:45 a.m. to 3:15 p.m. shift begins at 11:00 p.m. If that employee works extra hours starting at 8:00 p.m. on Monday and ending at 1:00 a.m. on Tuesday, all of the hours will be considered as having been worked on Monday, the day in which the majority of the hours occur.

PROCEDURE:

Managers are responsible for scheduling their employees' workweek and ensuring that time worked for the workweek is reported accurately and according to this policy.

Paycheck Corrections

UMMMC and SHARE will continue to explore methods to deliver corrected paychecks to employees at the various sites, rather than have employees have to travel to the Payroll Department to pick them up. This is a complicated issue because of the logistical problems, but we will work together to improve the process where we can.

Performance Evaluations

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. In addition, the Union and the Employer agree to work together to lay the groundwork for 360 degree evaluations.

Performance Review Policy

PURPOSE

To establish a policy for planning and evaluating the performance of employees.

DEFINITIONS:

- Job Competency – describes capacity equal to requirement, as in the competence of a medical

or professional staff member to meet the requirements of the task assigned.

- Job Expectation - describes an intended result or behavior based on a responsibility from the job description.
- Performance Outcome - describes the expected level of performance for the job expectation such as a specific volume, time frame, level of quality, etc.

RESPONSIBILITY:

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

POLICY STATEMENT:

- A. Job expectations, competencies and performance outcomes are communicated during an employee's department orientation. Employee performance reviews are conducted by the immediate supervisor annually on the anniversary of the employee's date of hire each year thereafter, using the approved performance review form. If the employee has been on a leave of absence, the review must take place on the anniversary of the date of hire. Employees who have had a break in service, and are rehired, performance reviews must also be completed on the anniversary of the new date of hire. Interim reviews are encouraged during the year as needed. The annual performance review must be completed on or about the employee's anniversary and in all cases no later than 30 days after the employee's anniversary date.
- B. Supervisors shall be evaluated on their timely and effective completion of required performance reviews of their employees.
- C. Each performance review includes a supervisory appraisal and an employee self-appraisal. The review utilizes criteria derived from the employee's job description, competencies, (including both generic and job specific), and the job expectations that were established by the supervisor at the beginning of the evaluation year. Each supervisor shall meet and discuss with his/her employee(s) his/her written performance review on an annual basis.
- D. The supervisor is responsible for performing a fair and objective evaluation of performance based on communicated job competencies, expectations and performance outcomes.
- E. The review must reflect the employee's performance over the entire evaluation period. All significant events that will affect the employee's performance evaluation must be discussed with the employee as they occur. Each employee's immediate supervisor maintains department records reflecting the employee's ongoing performance. Any resulting warnings or discipline documentation shall be placed in the employee's file in accordance with the Discipline Policy.
- F. If an employee has transferred within the last three months from his/her employee anniversary date, the previous supervisor will be responsible for completing the majority of the employee's performance review in collaboration with the current supervisor.

PROCEDURE:

- A. Supervisors initiate the performance review process by communicating and documenting departmental and individual job expectations to the employee at the beginning of the review period.
- B. Employees complete a self-appraisal and provide it to the supervisor prior to the performance review meeting.
- C. Supervisors complete the performance review form, discuss it with the employee, and forward the signed review form to Personnel Records within Human Resources. An employee's refusal to sign the performance review form should be noted on the form.

- D. A copy of the performance review is given to the employee and the supervisor keeps a copy.
- E. Human Resources maintains the completed performance review form in the employee's file within the Personnel Records Section of Human Resources.
- F. Each month Human Resources generates and distributes to managers two performance review reports. One report lists the employee performance reviews that must be completed within the next sixty (60) days. The second report lists any performance reviews that are late. These reports are provided as tools to ensure compliance with the performance review requirement.
- G. Human Resources prepares a Competency Report on an annual basis for the Board of Trustees. An action plan is developed and monitored by supervisors for any employees who have not achieved job expectations. Human Resources Business Partners will assist supervisors with the action plan.
- H. A supervisor who leaves a department prior to the completion of the performance review shall ensure that employee performance documentation is available for the subsequent supervisor.

Policies and Procedures

Policies and Procedures

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

Policy Committee

Continue policy committee to resolve unresolved issues where we have different policies or practices on different campuses. Discuss Workers Compensation and Leave of Absence after new VP for HR is hired.

Probation for New Employees

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

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

Resignation

PURPOSE:

To define the notice requirements for voluntary resignations.

DEFINITIONS:

Abandonment - Employees who are absent from work for two consecutive, scheduled work shifts without notifying their supervisor/department head in accordance with departmental policy, are considered to have voluntarily resigned by reason of abandonment. In this instance, employees are notified by registered mail.

Employee Separation Form - A form, completed by the supervisor/manager when an employee resigns or terminates employment, that ensures timely processing of terminal benefits and summarizes the employee's performance at the time of termination.

Termination Checklist - A form used when an employee resigns or terminates employment, that lists steps needed to ensure a smooth transition at the time of departure.

RESPONSIBILITIES:

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

POLICY STATEMENT:

All employees who voluntarily resign are required to notify their supervisor, in writing, of the effective date of their resignation.

PROCEDURE:

- A. The employee will notify their supervisor, in writing, of the effective date of their resignation.
- B. The working notice period is expected to be 2 - 4 weeks for non exempt staff and 4 weeks for exempt staff. The time frames indicated may be determined by mutual agreement of the employee and the supervisor.
- C. When employees resign the supervisor must complete a Separation Form and a Termination Checklist which will be sent to Human Resources at the time notice is given.
- D. The supervisor must retrieve all UMass Memorial property such as keys, uniforms, and badges on the employee's last day of employment.
- E. Upon termination, all employees will be paid for all earned time accruals in the next pay period.

Other related Policies:

Voluntary Transfer Policy

Seniority & Bridging of Service Rules**Definitions**

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

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

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

Types of Seniority

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

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

What happens if two employees have the same hire date

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

Bridging of Service Rules

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

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

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

What time counts:

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

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

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

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

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

What time does not count:

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

PURPOSE

To provide employees of UMass Memorial Health Care, Inc., and UMass Memorial Medical Center, Inc. with the procedures to be followed with respect to complaints involving sexual harassment.

DEFINITIONS:

Sexual harassment is illegal under Title VII of the Civil Rights Act of 1964. Under Massachusetts and federal sex discrimination laws, two broad categories of behavior may constitute sexual harassment:

QUID PRO QUO HARASSMENT - A person in authority makes unwanted and unwelcome requests or demands for sexual favors from a subordinate, and states or implies that the subordinate's employment depends on submission to these requests or demands.

HOSTILE ENVIRONMENT HARASSMENT - Comments or conduct of a sexual nature create an intimidating, hostile or offensive environment that interferes with job performance.

Sexual harassment can be blatant or subtle. Depending upon the circumstances, it can range from displaying posters with sexual overtones to unwelcome touching, from sexual comments to demanding sexual favors from a subordinate, that creates a hostile environment for the subordinate or others.

Sexual harassment may affect an individual at any level or position within the organization. It is not limited to supervisor/employee relationships. It may involve peers working in the same area or in different departments. It may occur between a supervisor and an employee who is not directly supervised by that supervisor, or involve another individual who may be on-site in a non-employee status. It may involve any gender combination.

Also, unwelcome acts of a sexually harassing nature may affect people other than the direct recipient. For example, in a setting where preferential treatment is given to someone who enters into a consensual amorous relationship with the supervisor, others may be adversely affected because such conduct creates for them a hostile or intimidating work environment.

In summary, the determination of what constitutes sexual harassment depends upon the circumstances and the specifics of the conduct in a particular situation, and the context in which the conduct occurs. Two key issues in assessing sexual harassment are: whether the behavior is *unwanted* and *not welcomed* by the individual to whom it is directed, regardless of the intent or purpose of the conduct.

RESPONSIBILITY:

The primary responsibility for ensuring a proper investigation and resolution of sexual harassment complaints rests with UMass Memorial's Equal Opportunity Office (EOO). The office is charged with meeting UMass Memorial's obligation to address promptly allegations of sexual harassment once such situations are brought to the attention of supervisory or other appropriate personnel.

In addition, UMass Memorial may act when no actual complaint is made, especially in those cases where management believes that sexual harassment has taken place. The EOO will conduct investigations to determine if sexual harassment has occurred, and, if so, will implement remedies that ensure compliance with UMass Memorial's sexual harassment policy, as well as state and federal policies and laws.

Any manager who receives a sexual harassment complaint from an employee should immediately consult with the EOO or the Human Resources Business Partner. Managers, in consultation with the EOO, are required to act promptly in responding to sexual harassment concerns that are raised within their departments. No complaint should go without a response, and responses should be appropriately documented. Depending upon the particular circumstances of the situation, the EOO will provide consultation to the manager in resolving the issue, or may become directly involved in review and resolution. A manager who is accused of sexual harassment will not assume responsibility for investigating the complaint, and the employee should either approach the manager's supervisor or seek assistance from EOO.

POLICY STATEMENT:

It is the policy of UMass Memorial to strive to provide an environment free of sexual harassment in any of its forms, to comply with all laws regarding sexual harassment, and to provide procedures to follow regarding the filing of complaints.

PROCEDURE:

If you feel that you've been sexually harassed, you may discuss this with your manager, Human Resources Business Partner or the EOO. To file a complaint of sexual harassment with the EOO, the complainant provides the following information:

- The specific nature of actions/behaviors leading to the allegation of sexual harassment.
- Date(s) of the occurrence(s).
- Detailed description of the circumstances.
- Names of those directly involved in the complaint, including the person(s) accused of sexual harassment.
- Names of other individuals who are aware or have knowledge of the situation.
- What actions, if any, the complainant or others have taken as a result of the incident(s).
- What remedy or relief is being sought.

Any manager who receives a complaint from an employee should refer the complaint to the EOO or to the Human Resources Business Partner to ensure that proper action is taken

The EOO explains the investigative process to the complainant. Depending on the circumstances, the EOO approaches a complaint in a variety of ways:

1. The EOO may suggest ways the complainant can resolve the matter on his/her own or may give guidance on UMass Memorial policies and procedures.
2. The EOO may meet with the accused to hear his/her perspective and to work toward a resolution consistent with UMass Memorial policies and applicable laws and regulations. The accused party in the complaint, if a member of a collective bargaining unit, may choose to be accompanied by a union representative. Those not represented by a union may choose to be accompanied by another employee. No attorney for any party in the complaint procedure shall be permitted to be present at any stage of the complaint process.
3. The EOO may meet with additional individuals identified by the complainant or the accused as having direct knowledge of the matter. UMass Memorial employees may be required to participate in an EOO investigation as a condition of their employment.

In conducting its assessments, the EOO recognizes the importance of respecting the privacy of those involved. Confidentiality will be protected to the full extent possible. Information related to the investigation of a sexual harassment complaint will be shared only with those individuals who need to know in order to investigate or to resolve the matter. Parties involved in the complaint, as well as those privy to information concerning the complaint, are expected to maintain confidentiality regarding all matters related to this process.

4. Upon completion of the investigation, the EOO shares the findings and recommendations with appropriate management and with the concerned parties, whether or not there is found to be a basis for the complaint. Implementation of any disciplinary measures, if considered appropriate, shall ultimately be the responsibility of the manager(s) directly involved, in consultation with Human Resources and the EOO. If either party elects to appeal the findings of the investigation, she/he may bring concerns to the V.P. of Human Resources or designee to provide an additional level of review. The EOO will provide information regarding this process.

Complaints should be filed as soon as possible following the incident(s) and should be filed no later than ninety (90) days after the last occurrence. However, in extraordinary circumstances, the EOO, after consultation with the V.P. of Human Resources or designee, retains the right to review allegations of sexual harassment that are filed beyond this time period.

Employees who wish to communicate with resources external to UMass Memorial may contact the following agencies:

Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place, Rm.601
Boston, MA 02108
(617) 727-3990

22 Front St.- 5th Floor
P.O. Box 8038
Worcester, MA 01614
(508) 799-7271
(508) 799-6369

436 Dwight St.
Springfield, MA 01103
(413) 739-2145

Equal Employment Opportunity Commission (EEOC)

Boston Area Office
John F. Kennedy Federal Bldg.
Government Center, Room 475
Boston, MA 02203
(617) 565-3200

There is strict prohibition against retaliation of any kind. No individual shall be penalized in any way for having participated in the procedures described here. Any allegations of retaliation should be reported immediately to the EOO and appropriate management. Anyone found to have engaged in retaliation will be subject to severe discipline, up to and including possible termination.

Staffing Levels-Overtime, Mandatory OT, Floating, TOWOP

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

Scheduling Overtime

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

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

(Part-time workers and per diems may be scheduled for additional straight time hours prior to scheduling permanent employees for work at overtime pay.)

Mandatory Overtime Limits

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

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

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

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

Where mandatory overtime exists:

- Policies should give consideration to staff illness, exhaustion and safety; as well as the care and safety of SHARE employees' dependents.
- Employees may be mandated for a maximum of 4 hours beyond their scheduled shift, and no more than eight times per year.
- Departmental mandatory overtime policies may offer incentives of time or pay to fill open shifts. Unless negotiated otherwise, mandatory overtime will be paid at time and one half for hours worked over eight in a day, or forty in a week, except that employees regularly scheduled to work

more than eight hours in a shift will not be eligible for time and one half until they exceed their regularly scheduled hours in that shift or exceed forty hours in a week.

- An overtime list consisting of staff members shall be maintained for each unit. The list initially shall be set in order of reverse seniority unless otherwise agreed in the department.

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

Floating

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

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

FLOATING WITHIN A CAMPUS:

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

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

FLOATING TO ELIMINATE OVERTIME:

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

CROSS CAMPUS FLOATING:

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

TEMPORARY TRANSFERS:

When it becomes necessary to fulfill the operational needs of UMass Memorial, a SHARE member may be temporarily transferred to another campus for a period not to exceed six weeks. The

employees' needs should also be part of the discussion about how best to handle temporary transfers. If no volunteers come forward, the least senior qualified person will be required to transfer for up to the six week maximum. This will happen on a rotating basis from the least senior to most senior. Employees who are temporarily transferred to a different campus will continue to receive their usual benefits. Temporary transfers will happen in the same order as listed for floating within a campus.

ORIENTATION:

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

Time Off Without Pay (TOWOP)

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

Weather - Severe Weather

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

Staffing plans

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

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

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

Staying at work

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

Department closing, early dismissal

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

Grace period for late arrivals

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

Pay for missed hours

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

Excused and unexcused absences

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

Transportation

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

Miscellaneous

Dues/Agency Fee Check-off -Union Security

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

Each employee in the SHARE bargaining unit shall for the term of this Agreement, and as a condition of continued employment, either (a) voluntarily become and remain a member in good standing, and pay union dues, or (b) pay agency fees to the Union. This choice of status must begin not later than the 30th day following the commencement of his/her employment.

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

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

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

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

Duration

Contract duration: 10/1/07 to 9/30/11 at 11:59 pm

No Strike, No Lockout

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

Management Rights

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

Recognition

Recognition

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

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

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

Savings Clause

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

Successor

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

**Appendix A: Locations at which UMass Memorial employees are included
in the SHARE bargaining unit as of May 2009**

Memorial Campus:

11 Shattuck Street, Worcester
22 Shattuck Street, Worcester
Hahnemann campus including: Main Hospital Building & Grosvenor Building (281 Lincoln Street, Worcester); Grove Family Medicine, Dr. Hawthorne's Office, Lincoln Pediatrics, Family Doctors (291 Lincoln St.); Purchasing (295 Lincoln St.)
Employee Health
Hahnemann Medical Group (1 West Boylston St.)
Home Health (650 Lincoln Street, Worcester)
Memorial Hospital (119 Belmont Street, Worcester)
Shrewsbury Mammography & Shrewsbury Family Medicine (Julio Drive)
Surgery Department (67 Belmont St.)
Sleep Lab (85 Prescott St.)
Radiology (Milford campus)
Barre Health Center
Managed Care (Tom McCann Building)
PT, Audiology, Anti-Coagulation (Morgan Building)
Swift House

University Campus:

306 Belmont Street, Worcester
116 Belmont Street, Plumley Village
328 Shrewsbury Street, Worcester
City Campus, 26 Queen Street, Worcester
Fitchburg Family Practice, Burbank Hospital, 275 Nichols Road, Fitchburg
Flagship Bank Building, 120 Front Street, Worcester
Guaranty Building, 370 Main Street, Worcester
N. County Urology, Leominster Hospital, 60 Hospital Road, Leominster
S. County Pediatrics, 344 Thompson Road, Webster
Tri River Family Health, 281 East Hartford Avenue, Uxbridge
University Commons, 378 Plantation Street, Worcester
University Hospital Main Campus, 55 Lake Avenue North, Worcester
(Including the Access Building, Benedict Building, Biotech Park, Power Plant, Farmhouse, Trailers, Worcester State Hospital)

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

Appendix B: SHARE Job Titles & Grades

Title	Grade	Notes	Peer-based?
ACCESS CONTROL SPECIALIST	ADM6		
ACCOUNTS PAYABLE REP, SR	ADM5		
ACCOUNTS RECEIVABLE REP, SR	ADM5		
AIDE, REHAB	NSG3		
AMBULATORY SVCS REP	ADM6	**	
ANATOMICAL ASSISTANT	TEC7		
AUTO/LIABILITY REPRESENTATIVE	ADM6		
BED ASSIGNMENT COORDINATOR	ADM6		
BILLER, HOME HEALTH	ADM5		
BILLING CORRESPONDENCE ASSOC.	ADM5		
BILLING REP, HEALTH CENTER	ADM6		
BIRTH REGISTRAR	ADM5		
BUYER/EXPEDITER	ADM7		
CASH CONTROL REPRESENTATIVE,SR	ADM5		
CHARGE PROCESSOR	ADM4		
CHARGE PROCESSOR, SR	ADM5		
CLAIMS PROCESSOR	ADM4		
CLAIMS PROCESSOR, SR	ADM5		
CLERICAL ASSOCIATE I	ADM3		
CLERICAL ASSOCIATE II	ADM4		
CLERICAL ASSOCIATE, SR	ADM5		
CODER REP, MEDICAL OFFICE	ADM6		
CODING SPEC SR CATH & EP LABS	ADM9		
CODING SPEC, DIAGNOSTIC RAD	ADM6		
CODING SPEC, SR - CBO	ADM9		
CODING SPEC, SR - EMERG MED	ADM9		
CODING SPECIALIST	ADM8		
CODING SPECIALIST, PCHIS	ADM6		
COLLECTIONS REP, SR	ADM6		
COORD, BONE MARROW TRANSP DATA	ADM6		
COORD, CATH&EP EQUIP & SUPPLY	SER10		
COORD, CONTRACTS	ADM7		
COORD, COSMETIC PATIENT	ADM7		
COORD, CRANIOFACIAL CLINIC	ADM6		
COORD, DATABASE	ADM7		
COORD, EKG PROCEDURES	TEC7		
COORD, ELECTRONIC DOCUMENTPROG	ADM7		
COORD, EQUIP & SUPPLY	SER10		
COORD, NURSING ADMIN	ADM7		
COORD, ONCOLOGY DATA	ADM6		
COORD, ORTH PATIENT REGISTRY	ADM6		
COORD, RESIDENCY REFERRAL	ADM6		
COORD, REVENUE RECOVERY	ADM6		
COORD, REVENUE RECOVERY, SR	ADM7		
COORD, SCHEDULING-INTERPR SVCS	ADM7		
COORD, SUPPLY II	SER9	**	
COORD, TIME & ATTEND/PY SYS	ADM7		
COORD, VASC SRVC DATABASE	ADM6		
CREDENTIALING SPECIALIST	ADM6		
CYTOLOGIST I	TEC10		Peer-based
CYTOLOGIST II	TEC12		Peer-based
DATABASE ASSISTANT - EICU	ADM5		

DISPATCHER, COMMUNICATION SPEC	ADM8	Peer-based
DISPATCHER, INTERPRETER SVCS	ADM6	
DOCUMENT MANAGEMENT CLERK	ADM3	
FINANCIAL ADVOCATE	ADM6	
FINANCIAL COUNSELOR	ADM6	
FINANCIAL DATA PROCESSOR, HH	ADM4	
FINANCIAL PROJECT ASSISTANT	ADM7	
INSURANCE VERIFIER	ADM5	
INTAKE CLERK	ADM4	
INTERPRETER	ADM7	Peer-based
INTERPRETER, ASL	ADM9	Peer-based
LEAD ACCTS REC REP	ADM6	
LEAD AMBULATORY SVCS REP	ADM7	**
LEAD AUTO/LIABILITY REP	ADM7	
LEAD CASH CONTROL REP	ADM6	
LEAD CHARGE PROCESSOR	ADM6	
LEAD CLAIMS PROCESSOR	ADM5	
LEAD CREDENTIAL SPECIALIST	ADM7	
LEAD DOCUMENT MANAGEMENT CLERK	ADM4	
LEAD FINANCIAL COUNSELOR	ADM7	
LEAD INSURANCE VERIFIER	ADM6	
LEAD MEDICAL BILLING/AR SPEC I	ADM6	
LEAD MEDICAL BILLING/AR SPEC II	ADM7	
LEAD MEDICAL RECORDS ASSOCIATE	ADM6	
LEAD MEDICAL RECORDS CODING SP	ADM10	
LEAD PATIENT ACCESS SRVS REP	ADM7	
LEAD PATIENT FINANCIAL SVS REP	ADM7	
LEAD PAYMENT PROCESSOR	ADM6	
LEAD PROVIDER ENROLLMENT SPEC	ADM8	
LEAD RADIOLOGY CLERK	ADM7	
LEAD REFERRAL SERVICES REP	ADM6	
LEAD REGISTRATION REP	ADM6	
LEAD SCHEDULING REP	ADM6	
LEAD TECHNICIAN, NEURO	TEC11	
LEAD TECHNOLOGIST, HISTOLOGY	TEC11	
LPN, AMBULATORY	NSG10	Peer-based
LPN, HEALTH CENTER	NSG10	Peer-based
LPN, HOME HEALTH	NSG10	Peer-based
LPN, HOSPITAL	NSG10	Peer-based
LPN, MEDICAL GROUP	NSG10	Peer-based
MASTER SCHEDULER, PHYS/CLINIC	ADM6	
MEDICAL ASSISTANT	NSG4	
MEDICAL BILLING/AR SPEC I	ADM5	
MEDICAL BILLING/AR SPEC II	ADM6	
MEDICAL OFFICE ASSISTANT	ADM6	
MEDICAL OFFICE ASST-PLASTICS	ADM6	
MEDICAL RECORDS ASSOCIATE	ADM4	
MEDICAL RECORDS ASSOCIATE, SR	ADM5	
MEDICAL RECORDS CODING SPEC,SR	ADM9	
MEDICARE BILLER, HOME HEALTH	ADM6	
MENTAL HEALTH ASSOCIATE	NSG5	
OBSERVATION ASSISTANT	NSG1	
OBSERVATION STFNG & DATA COORD	ADM7	
OCC THERAPY ASST, CERT	TEC8	
OCC THERAPY ASST, CERT - HH	TEC7	

PATIENT ACCESS SERVICES REP	ADM6		
PATIENT CARE ASSOCIATE I	NSG3		
PATIENT CARE ASSOCIATE II	NSG4	**	
PATIENT CUSTOMER SERVICE ASST	ADM5		
PATIENT FAMILY LIAISON-CARDIAC	ADM7		
PATIENT FINANCIAL SERVS REP,SR	ADM6		
PATIENT SERVICE ASSISTANT	SER6		
PAYMENT ANALYST	ADM6		
PAYMENT PROCESSOR, SR	ADM5	**	
PHARMACY SUPPLY ASSISTANT	ADM5		
PHLEBOTOMIST, TRI-RIVER	TEC6		
PHLEBOTOMIST/LAB TECHNICIAN	TEC6		
PHYSICAL THERAPY ASSISTANT	TEC8		
PHYSICAL THERAPY ASSISTANT-HH	TEC7		
PROVIDER ENROLLMENT SPECIALIST	ADM7		
RADIOLOGY ASSISTANT	TEC5		
REFERRAL SERVICES REP	ADM5		
REFERRAL SPECIALIST	ADM6		
REGISTRATION REP, SR	ADM5		
REGISTRATION REP, SR-GRF	ADM6G	*	
RELEASE OF INFORMATION SPC	ADM5		
RESEARCH ASSISTANT - OB/GYN	TEC7		
SCHEDULER, HOME HEALTH	ADM4		
SCHEDULING REP, SR	ADM5	**	
SECRETARY, ADMINISTRATIVE	ADM5		
SECRETARY, ADMINISTRATIVE SR	ADM6	**	
SECRETARY, EXEC	ADM7		
SECRETARY, EXECUTIVE ADMIN	ADM8		
SECRETARY, EXECUTIVE ADMIN-GRF	ADM9G	*	
SECRETARY, MEDICAL ADMIN	ADM5		
SECRETARY, MEDICAL ADMIN SR	ADM6		
SECRETARY, UNIT	ADM5		
SR. CLAIMS PROCESSOR	ADM5		
STUDENT COORD, NUC MED	TEC13		
TECH, BLOOD DONOR CTR	TEC9		
TECH, LAB SUPPORT II BLOOD BAN	TEC7		
TECHNICIAN, BIOMED EQUIP I	TEC8		
TECHNICIAN, BIOMED EQUIP II	TEC10	**	
TECHNICIAN, BIOMED EQUIP SP I	TEC10		
TECHNICIAN, BIOMED EQUIP SP II	TEC12		
TECHNICIAN, CARDIAC I	TEC6		
TECHNICIAN, CARDIAC II	TEC7		
TECHNICIAN, CARDIAC III	TEC8		
TECHNICIAN, CARDIAC, INVASIVE	TEC13		Peer-based
TECHNICIAN, CYTOLOGY PREP	TEC7		
TECHNICIAN, GROSSING	TEC8		
TECHNICIAN, LAB SUPPORT I	TEC5	**	
TECHNICIAN, LAB SUPPORT II	TEC7	**	
TECHNICIAN, LAB X-RAY	TEC9		
TECHNICIAN, MOHS	TEC6		
TECHNICIAN, NEURODIAGNOSTIC	TEC8		
TECHNICIAN, PHARMACY CERTIFIED	TEC7		Peer-based
TECHNICIAN, PHARMACY REGIST	TEC6		Peer-based
TECHNICIAN, POLYSOMNOGRAPHIC	TEC9		
TECHNOLOGIST, HISTOLOGY I	TEC9		

TECHNOLOGIST, HISTOLOGY II	TEC10		Peer-based
TECHNOLOGIST, MEDICAL I	TEC10	**	
TECHNOLOGIST, MEDICAL II	TEC11	**	Peer-based
TECHNOLOGIST, NEURODIAGNOSTIC	TEC10		
TECHNOLOGIST, NUCLEAR MEDICINE	TEC13		Peer-based
TECHNOLOGIST, POLYSOMNOGRAPHIC	TEC11		Peer-based
TECHNOLOGIST, RAD I	TEC11		Peer-based
TECHNOLOGIST, RAD II	TEC12		Peer-based
TECHNOLOGIST, RAD II-ANGIO	TEC13		Peer-based
TECHNOLOGIST, RAD II-CT SCAN	TEC13		Peer-based
TECHNOLOGIST, RAD II-MAMMOGRPY	TEC13		Peer-based
TECHNOLOGIST, RAD II-MULTIMODA	TEC13		Peer-based
TECHNOLOGIST, ULTRASOUND	TEC13		Peer-based
TECHNOLOGIST, ULTRASOUND REG	TEC14		Peer-based
TECHNOLOGIST, MEDICAL, BLOOD BNK	TEC12		Peer-based
TELECOMMUNICATIONS OPERATOR	ADM4		
TEMP-RTW CLERICAL ASSOC	ADM3	***	
TEMP-RTW PATIENT CARE ASSOCIATE II	NSG4	***	
THERAPIST, RADIATION I	TEC13		Peer-based
THERAPIST, RADIATION II	TEC14		Peer-based
THERAPIST, RESPIRATORY I	TEC9		
THERAPIST, RESPIRATORY II	TEC12		Peer-based
TRANSCRIPTIONIST, MEDICAL	ADM6		
UNIT AIDE	SER6		
UNIT SUPPLY AIDE	SER7		

Notes:

- * The range for ADM6G is the same as for ADM6, and the range for ADM9G is the same as for ADM9
- ** Employees in these job titles may or may not be represented by SHARE, depending on their department
- *** Employees in this title will be in SHARE if they were in SHARE at the time of their disability

Titles that may be represented by SHARE, depending on department

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

Employees who are represented by SHARE

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

Employees who are not represented by SHARE

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

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

Resolving questions

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

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

Appendix C: Peer-Based Positions – Titles and Ranges

Cytologist I & Cytologist II
 Dispatcher, Communication Specialist
 Interpreter & Interpreter, ASL
 LPN (All categories: Ambulatory; Health Center; Home Health; Hospital; Medical Group)
 Technician, Cardiac Invasive
 Technician, Pharmacy Certified & Technician, Pharmacy Registered
 Technologist, Histology II
 Technologist, Medical II
 Technologist, Medical Blood Bank
 Technologist, Nuclear Medicine
 Technologist, Polysomnographic
 Technologist, Rad I
 Technologist, Rad II
 Technologist, Rad II Anglo; CT Scan; Mammography; Multi-Modality
 Technologist, Ultrasound & Technologist, Ultrasound Registered
 Therapist, Radiation I & Therapist, Radiation II
 Therapist, Respiratory II

Grade Ranges for "Peer-Based" Jobs

October 2007 - September 2008

<u>Grade</u>	<u>ADM7</u>	<u>ADM8</u>	<u>NSG10</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>	<u>TEC13</u>	<u>TEC14</u>
Min	\$15.71	\$17.28	\$19.53	\$14.28	\$15.71	\$19.01	\$20.91	\$23.00	\$25.31	\$27.83	\$30.61
Max	\$23.81	\$26.19	\$29.64	\$21.65	\$23.81	\$28.79	\$31.69	\$34.87	\$38.39	\$42.19	\$46.39

October 2008 - September 2009

<u>Grade</u>	<u>ADM7</u>	<u>ADM8</u>	<u>NSG10</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>	<u>TEC13</u>	<u>TEC14</u>
Min	\$16.02	\$17.63	\$19.92	\$14.57	\$16.02	\$19.39	\$21.33	\$23.46	\$25.82	\$28.39	\$31.22
Max	\$24.29	\$26.71	\$30.23	\$22.08	\$24.29	\$29.37	\$32.32	\$35.57	\$39.16	\$43.03	\$47.32

October 2009 - September 2010

<u>Grade</u>	<u>ADM7</u>	<u>ADM8</u>	<u>NSG10</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>	<u>TEC13</u>	<u>TEC14</u>
Min	\$16.50	\$18.16	\$20.52	\$15.01	\$16.50	\$19.97	\$21.97	\$24.16	\$26.59	\$29.24	\$32.16
Max	\$25.00	\$27.53	\$31.09	\$22.77	\$25.00	\$30.29	\$33.35	\$36.59	\$40.29	\$44.33	\$48.75

October 2010 - September 2011

<u>Grade</u>	<u>ADM7</u>	<u>ADM8</u>	<u>NSG10</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>	<u>TEC13</u>	<u>TEC14</u>
Min	\$16.83	\$18.52	\$20.93	\$15.31	\$16.83	\$20.37	\$22.41	\$24.64	\$27.12	\$29.82	\$32.80
Max	\$25.50	\$28.08	\$31.71	\$23.23	\$25.50	\$30.90	\$34.02	\$37.32	\$41.10	\$45.22	\$49.73

All other titles are “increment-based”. See Appendix D: Increment-Based Positions for those jobs.

Ranges for "increment-based" ADMIN jobs

(Interpreters and Dispatcher, Comm Specs see Appendix C: Peer-Based jobs)

October 2007 - September 2008

<u>Platform</u>	<u>ADM3</u>	<u>ADM4</u>	<u>ADM5</u>	<u>ADM6</u>	<u>ADM7</u>	<u>ADM8</u>	<u>ADM9</u>	<u>ADM10</u>
Min	\$10.75	\$11.82	\$13.01	\$14.28	\$15.71	\$17.28	\$19.01	\$20.91
Max	16.30	17.92	19.73	21.65	23.81	26.19	28.79	31.69

In April 2009, SHARE members in "increment-based" jobs were slotted onto platforms in their grade range. (See Appendix B for list of Titles and Grades.) These employees can look up what their hourly pay rates will be for each year of the contract, assuming they stay in their same title and grade.

To find pay rates for "increment-based" jobs:

- 1) Find the current contract year on these two pages, and look at the column for your grade.
- 2) Scan down your grade column to find your pay rate. Then look in the left-hand column to find your platform number.
- 3) Now look at your grade column for the next contract year. Add one to your old platform number to get your new platform number.
- 4) Find the hourly rate in your grade column that corresponds to your new platform number. This is what your October raise will move you to for that year. (If you are at your grade max, then next year you will be at the new higher grade max for that year. If you are over your grade max, you cannot use this table.)

October 2008 - September 2009

<u>Platform</u>	<u>ADM3</u>	<u>ADM4</u>	<u>ADM5</u>	<u>ADM6</u>	<u>ADM7</u>	<u>ADM8</u>	<u>ADM9</u>	<u>ADM10</u>
Min	\$10.97	\$12.06	\$13.27	\$14.57	\$16.02	\$17.63	\$19.39	\$21.33
1	11.19	12.30	13.54	14.86	16.34	17.98	19.78	21.76
2	11.41	12.55	13.81	15.16	16.67	18.34	20.18	22.20
3	11.64	12.80	14.09	15.46	17.00	18.71	20.58	22.64
4	11.87	13.06	14.37	15.77	17.34	19.08	20.99	23.09
5	12.11	13.32	14.66	16.09	17.69	19.46	21.41	23.55
6	12.35	13.59	14.95	16.41	18.04	19.85	21.84	24.02
7	12.60	13.86	15.25	16.74	18.40	20.25	22.28	24.50
8	12.85	14.14	15.56	17.07	18.77	20.66	22.73	24.99
9	13.11	14.42	15.87	17.41	19.15	21.07	23.18	25.49
10	13.37	14.71	16.19	17.76	19.53	21.49	23.64	26.00
11	13.64	15.00	16.51	18.12	19.92	21.92	24.11	26.52
12	13.91	15.30	16.84	18.48	20.32	22.36	24.59	27.05
13	14.19	15.61	17.18	18.85	20.73	22.81	25.08	27.59
14	14.47	15.92	17.52	19.23	21.14	23.27	25.58	28.14
15	14.76	16.24	17.87	19.61	21.56	23.74	26.09	28.70
16	15.06	16.56	18.23	20.00	21.99	24.21	26.61	29.27
17	15.36	16.89	18.59	20.40	22.43	24.69	27.14	29.86
18	15.67	17.23	18.96	20.81	22.88	25.18	27.68	30.46
19	15.98	17.57	19.34	21.23	23.34	25.68	28.23	31.07
20	16.30	17.92	19.73	21.65	23.81	26.19	28.79	31.69
Max	16.63	18.28	20.12	22.08	24.29	26.71	29.37	32.32

October 2009 - September 2010

<u>Platform</u>	<u>ADM3</u>	<u>ADM4</u>	<u>ADM5</u>	<u>ADM6</u>	<u>ADM7</u>	<u>ADM8</u>	<u>ADM9</u>	<u>ADM10</u>
Min	\$11.30	\$12.42	\$13.67	\$15.01	\$16.50	\$18.16	\$19.97	\$21.97
1	11.53	12.67	13.94	15.31	16.83	18.52	20.37	22.41
2	11.76	12.92	14.22	15.62	17.17	18.89	20.78	22.86
3	12.00	13.18	14.50	15.93	17.51	19.27	21.20	23.32
4	12.24	13.44	14.79	16.25	17.86	19.66	21.62	23.79
5	12.48	13.71	15.09	16.58	18.22	20.05	22.05	24.27
6	12.73	13.98	15.39	16.91	18.58	20.45	22.49	24.76
7	12.98	14.26	15.70	17.25	18.95	20.86	22.94	25.26
8	13.24	14.55	16.01	17.60	19.33	21.28	23.40	25.77
9	13.50	14.84	16.33	17.95	19.72	21.71	23.87	26.29
10	13.77	15.14	16.66	18.31	20.11	22.14	24.35	26.82
11	14.05	15.44	16.99	18.68	20.51	22.58	24.84	27.36
12	14.33	15.75	17.33	19.05	20.92	23.03	25.34	27.91
13	14.62	16.07	17.68	19.43	21.34	23.49	25.85	28.47
14	14.91	16.39	18.03	19.82	21.77	23.96	26.37	29.04
15	15.21	16.72	18.39	20.22	22.21	24.44	26.90	29.62
16	15.51	17.05	18.76	20.62	22.65	24.93	27.44	30.21
17	15.82	17.39	19.14	21.03	23.10	25.43	27.99	30.81
18	16.14	17.74	19.52	21.45	23.56	25.94	28.55	31.43
19	16.46	18.09	19.91	21.88	24.03	26.46	29.12	32.06
20	16.79	18.45	20.31	22.32	24.51	26.99	29.70	32.70
Max	17.13	18.82	20.72	22.77	25.00	27.53	30.29	33.35

October 2010 - September 2011

<u>Platform</u>	<u>ADM3</u>	<u>ADM4</u>	<u>ADM5</u>	<u>ADM6</u>	<u>ADM7</u>	<u>ADM8</u>	<u>ADM9</u>	<u>ADM10</u>
Min	\$11.53	\$12.67	\$13.94	\$15.31	\$16.83	\$18.52	\$20.37	\$22.41
1	11.76	12.92	14.22	15.62	17.17	18.89	20.78	22.86
2	12.00	13.18	14.50	15.93	17.51	19.27	21.20	23.32
3	12.24	13.44	14.79	16.25	17.86	19.66	21.62	23.79
4	12.48	13.71	15.09	16.58	18.22	20.05	22.05	24.27
5	12.73	13.98	15.39	16.91	18.58	20.45	22.49	24.76
6	12.98	14.26	15.70	17.25	18.95	20.86	22.94	25.26
7	13.24	14.55	16.01	17.60	19.33	21.28	23.40	25.77
8	13.50	14.84	16.33	17.95	19.72	21.71	23.87	26.29
9	13.77	15.14	16.66	18.31	20.11	22.14	24.35	26.82
10	14.05	15.44	16.99	18.68	20.51	22.58	24.84	27.36
11	14.33	15.75	17.33	19.05	20.92	23.03	25.34	27.91
12	14.62	16.07	17.68	19.43	21.34	23.49	25.85	28.47
13	14.91	16.39	18.03	19.82	21.77	23.96	26.37	29.04
14	15.21	16.72	18.39	20.22	22.21	24.44	26.90	29.62
15	15.51	17.05	18.76	20.62	22.65	24.93	27.44	30.21
16	15.82	17.39	19.14	21.03	23.10	25.43	27.99	30.81
17	16.14	17.74	19.52	21.45	23.56	25.94	28.55	31.43
18	16.46	18.09	19.91	21.88	24.03	26.46	29.12	32.06
19	16.79	18.45	20.31	22.32	24.51	26.99	29.70	32.70
20	17.13	18.82	20.72	22.77	25.00	27.53	30.29	33.35
Max	17.47	19.20	21.13	23.23	25.50	28.08	30.90	34.02

Ranges for "increment-based" NURSING and SERVICE Grades for "increment-based" jobs only (LPNs see Appendix C: Peer-Based Positions)

October 2007 - September 2008

<u>Platform</u>	<u>NSG1</u>	<u>NSG3</u>	<u>NSG4</u>	<u>NSG5</u>	<u>SER6</u>	<u>SER7</u>	<u>SER9</u>	<u>SER10</u>
Min	\$10.00	\$12.15	\$13.01	\$13.92	\$10.75	\$11.82	\$14.33	\$15.71
Max	15.15	18.40	19.73	21.10	16.30	17.92	21.73	23.81

In April 2009, SHARE members in "increment-based" jobs were slotted onto platforms in their grade range. (See Appendix B for list of Titles and Grades.)

These employees can look up what their hourly pay rates will be for each year of the contract, assuming they stay in their same title and grade.

To find pay rates for "increment-based" jobs:

- 1) Find the current contract year on these two pages, and look at the column for your grade.
- 2) Scan down your grade column to find your pay rate. Then look in the left-hand column to find your platform number.
- 3) Now look at your grade column for the next contract year. Add one to your old platform number to get your new platform number.
- 4) Find the hourly rate in your grade column that corresponds to your new platform number. This is what your October raise will move you to for that year. (If you are at your grade max, then next year you will be at the new higher grade max for that year. If you are over your grade max, you cannot use this table.)

October 2008 - September 2009

<u>Platform</u>	<u>NSG1</u>	<u>NSG3</u>	<u>NSG4</u>	<u>NSG5</u>	<u>SER6</u>	<u>SER7</u>	<u>SER9</u>	<u>SER10</u>
Min	\$10.20	\$12.39	\$13.27	\$14.20	\$10.97	\$12.06	\$14.62	\$16.02
1	10.40	12.64	13.54	14.48	11.19	12.30	14.91	16.34
2	10.61	12.89	13.81	14.77	11.41	12.55	15.21	16.67
3	10.82	13.15	14.09	15.07	11.64	12.80	15.51	17.00
4	11.04	13.41	14.37	15.37	11.87	13.06	15.82	17.34
5	11.26	13.68	14.66	15.68	12.11	13.32	16.14	17.69
6	11.49	13.95	14.95	15.99	12.35	13.59	16.46	18.04
7	11.72	14.23	15.25	16.31	12.60	13.86	16.79	18.40
8	11.95	14.51	15.56	16.64	12.85	14.14	17.13	18.77
9	12.19	14.80	15.87	16.97	13.11	14.42	17.47	19.15
10	12.43	15.10	16.19	17.31	13.37	14.71	17.82	19.53
11	12.68	15.40	16.51	17.66	13.64	15.00	18.18	19.92
12	12.93	15.71	16.84	18.01	13.91	15.30	18.54	20.32
13	13.19	16.02	17.18	18.37	14.19	15.61	18.91	20.73
14	13.45	16.34	17.52	18.74	14.47	15.92	19.29	21.14
15	13.72	16.67	17.87	19.11	14.76	16.24	19.68	21.56
16	13.99	17.00	18.23	19.49	15.06	16.56	20.07	21.99
17	14.27	17.34	18.59	19.88	15.36	16.89	20.47	22.43
18	14.56	17.69	18.96	20.28	15.67	17.23	20.88	22.88
19	14.85	18.04	19.34	20.69	15.98	17.57	21.30	23.34
20	15.15	18.40	19.73	21.10	16.30	17.92	21.73	23.81
Max	15.45	18.77	20.12	21.52	16.63	18.28	22.16	24.29

October 2009 - September 2010

<u>Platform</u>	<u>NSG1</u>	<u>NSG3</u>	<u>NSG4</u>	<u>NSG5</u>	<u>SER6</u>	<u>SER7</u>	<u>SER9</u>	<u>SER10</u>
Min	\$10.51	\$12.76	\$13.67	\$14.63	\$11.30	\$12.42	\$15.06	\$16.50
1	10.72	13.02	13.94	14.92	11.53	12.67	15.36	16.83
2	10.93	13.28	14.22	15.22	11.76	12.92	15.67	17.17
3	11.15	13.55	14.50	15.52	12.00	13.18	15.98	17.51
4	11.37	13.82	14.79	15.83	12.24	13.44	16.30	17.86
5	11.60	14.10	15.09	16.15	12.48	13.71	16.63	18.22
6	11.83	14.38	15.39	16.47	12.73	13.98	16.96	18.58
7	12.07	14.67	15.70	16.80	12.98	14.26	17.30	18.95
8	12.31	14.96	16.01	17.14	13.24	14.55	17.65	19.33
9	12.56	15.26	16.33	17.48	13.50	14.84	18.00	19.72
10	12.81	15.57	16.66	17.83	13.77	15.14	18.36	20.11
11	13.07	15.88	16.99	18.19	14.05	15.44	18.73	20.51
12	13.33	16.20	17.33	18.55	14.33	15.75	19.10	20.92
13	13.60	16.52	17.68	18.92	14.62	16.07	19.48	21.34
14	13.87	16.85	18.03	19.30	14.91	16.39	19.87	21.77
15	14.15	17.19	18.39	19.69	15.21	16.72	20.27	22.21
16	14.43	17.53	18.76	20.08	15.51	17.05	20.68	22.65
17	14.72	17.88	19.14	20.48	15.82	17.39	21.09	23.10
18	15.01	18.24	19.52	20.89	16.14	17.74	21.51	23.56
19	15.31	18.60	19.91	21.31	16.46	18.09	21.94	24.03
20	15.62	18.97	20.31	21.74	16.79	18.45	22.38	24.51
Max	15.93	19.35	20.72	22.17	17.13	18.82	22.83	25.00

October 2010 - September 2011

<u>Platform</u>	<u>NSG1</u>	<u>NSG3</u>	<u>NSG4</u>	<u>NSG5</u>	<u>SER6</u>	<u>SER7</u>	<u>SER9</u>	<u>SER10</u>
Min	\$10.72	\$13.02	\$13.94	\$14.92	\$11.53	\$12.67	\$15.36	\$16.83
1	10.93	13.28	14.22	15.22	11.76	12.92	15.67	17.17
2	11.15	13.55	14.50	15.52	12.00	13.18	15.98	17.51
3	11.37	13.82	14.79	15.83	12.24	13.44	16.30	17.86
4	11.60	14.10	15.09	16.15	12.48	13.71	16.63	18.22
5	11.83	14.38	15.39	16.47	12.73	13.98	16.96	18.58
6	12.07	14.67	15.70	16.80	12.98	14.26	17.30	18.95
7	12.31	14.96	16.01	17.14	13.24	14.55	17.65	19.33
8	12.56	15.26	16.33	17.48	13.50	14.84	18.00	19.72
9	12.81	15.57	16.66	17.83	13.77	15.14	18.36	20.11
10	13.07	15.88	16.99	18.19	14.05	15.44	18.73	20.51
11	13.33	16.20	17.33	18.55	14.33	15.75	19.10	20.92
12	13.60	16.52	17.68	18.92	14.62	16.07	19.48	21.34
13	13.87	16.85	18.03	19.30	14.91	16.39	19.87	21.77
14	14.15	17.19	18.39	19.69	15.21	16.72	20.27	22.21
15	14.43	17.53	18.76	20.08	15.51	17.05	20.68	22.65
16	14.72	17.88	19.14	20.48	15.82	17.39	21.09	23.10
17	15.01	18.24	19.52	20.89	16.14	17.74	21.51	23.56
18	15.31	18.60	19.91	21.31	16.46	18.09	21.94	24.03
19	15.62	18.97	20.31	21.74	16.79	18.45	22.38	24.51
20	15.93	19.35	20.72	22.17	17.13	18.82	22.83	25.00
Max	16.25	19.74	21.13	22.61	17.47	19.20	23.29	25.50

Ranges for "increment-based" TECHNICAL jobs

for "increment-based" jobs only (see Appendix C for "peer-based" jobs and ranges)

October 2007 - September 2008

<u>Platform</u>	<u>TEC5</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC8</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>
Min	\$13.01	\$14.28	\$15.71	\$17.28	\$19.01	\$20.91	\$23.00	\$25.31
Max	19.73	21.65	23.81	26.19	28.79	31.69	34.87	38.39

In April 2009, SHARE members in "increment-based" jobs were slotted onto platforms in their grade range. (See Appendix B for list of Titles and Grades.) These employees can look up what their hourly pay rates will be for each year of the contract, assuming they stay in their same title and grade. This page does not apply to "peer-based" jobs, which were previously slotted. See Appendix C for a list of "peer-based" jobs.

To find pay rates for "increment-based" jobs:

- 1) Find the current contract year on these two pages, and look at the column for your grade.
- 2) Scan down your grade column to find your pay rate. Then look in the left-hand column to find your platform number.
- 3) Now look at your grade column for the next contract year. Add one to your old platform number to get your new platform number.
- 4) Find the hourly rate in your grade column that corresponds to your new platform number. This is what your October raise will move you to for that year. (If you are at your grade max, then next year you will be at the new higher grade max for that year. If you are over your grade max, you cannot use this table.)

October 2008 - September 2009

<u>Platform</u>	<u>TEC5</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC8</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>
Min	\$13.27	\$14.57	\$16.02	\$17.63	\$19.39	\$21.33	\$23.46	\$25.82
1	13.54	14.86	16.34	17.98	19.78	21.76	23.93	26.34
2	13.81	15.16	16.67	18.34	20.18	22.20	24.41	26.87
3	14.09	15.46	17.00	18.71	20.58	22.64	24.90	27.41
4	14.37	15.77	17.34	19.08	20.99	23.09	25.40	27.96
5	14.66	16.09	17.69	19.46	21.41	23.55	25.91	28.52
6	14.95	16.41	18.04	19.85	21.84	24.02	26.43	29.09
7	15.25	16.74	18.40	20.25	22.28	24.50	26.96	29.67
8	15.56	17.07	18.77	20.66	22.73	24.99	27.50	30.26
9	15.87	17.41	19.15	21.07	23.18	25.49	28.05	30.87
10	16.19	17.76	19.53	21.49	23.64	26.00	28.61	31.49
11	16.51	18.12	19.92	21.92	24.11	26.52	29.18	32.12
12	16.84	18.48	20.32	22.36	24.59	27.05	29.76	32.76
13	17.18	18.85	20.73	22.81	25.08	27.59	30.36	33.42
14	17.52	19.23	21.14	23.27	25.58	28.14	30.97	34.09
15	17.87	19.61	21.56	23.74	26.09	28.70	31.59	34.77
16	18.23	20.00	21.99	24.21	26.61	29.27	32.22	35.47
17	18.59	20.40	22.43	24.69	27.14	29.86	32.86	36.18
18	18.96	20.81	22.88	25.18	27.68	30.46	33.52	36.90
19	19.34	21.23	23.34	25.68	28.23	31.07	34.19	37.64
20	19.73	21.65	23.81	26.19	28.79	31.69	34.87	38.39
Max	20.12	22.08	24.29	26.71	29.37	32.32	35.57	39.16


October 2009 - September 2010

<u>Platform</u>	<u>TEC5</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC8</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>
Min	\$13.67	\$15.01	\$16.50	\$18.16	\$19.97	\$21.97	\$24.16	\$26.59
1	13.94	15.31	16.83	18.52	20.37	22.41	24.64	27.12
2	14.22	15.62	17.17	18.89	20.78	22.86	25.13	27.66
3	14.50	15.93	17.51	19.27	21.20	23.32	25.63	28.21
4	14.79	16.25	17.86	19.66	21.62	23.79	26.14	28.77
5	15.09	16.58	18.22	20.05	22.05	24.27	26.66	29.35
6	15.39	16.91	18.58	20.45	22.49	24.76	27.19	29.94
7	15.70	17.25	18.95	20.86	22.94	25.26	27.73	30.54
8	16.01	17.60	19.33	21.28	23.40	25.77	28.28	31.15
9	16.33	17.95	19.72	21.71	23.87	26.29	28.85	31.77
10	16.66	18.31	20.11	22.14	24.35	26.82	29.43	32.41
11	16.99	18.68	20.51	22.58	24.84	27.36	30.02	33.06
12	17.33	19.05	20.92	23.03	25.34	27.91	30.62	33.72
13	17.68	19.43	21.34	23.49	25.85	28.47	31.23	34.39
14	18.03	19.82	21.77	23.96	26.37	29.04	31.85	35.08
15	18.39	20.22	22.21	24.44	26.90	29.62	32.49	35.78
16	18.76	20.62	22.65	24.93	27.44	30.21	33.14	36.50
17	19.14	21.03	23.10	25.43	27.99	30.81	33.80	37.23
18	19.52	21.45	23.56	25.94	28.55	31.43	34.48	37.97
19	19.91	21.88	24.03	26.46	29.12	32.06	35.17	38.73
20	20.31	22.32	24.51	26.99	29.70	32.70	35.87	39.50
Max	20.72	22.77	25.00	27.53	30.29	33.35	36.59	40.29

October 2010 - September 2011

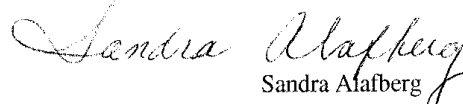
<u>Platform</u>	<u>TEC5</u>	<u>TEC6</u>	<u>TEC7</u>	<u>TEC8</u>	<u>TEC9</u>	<u>TEC10</u>	<u>TEC11</u>	<u>TEC12</u>
Min	\$13.94	\$15.31	\$16.83	\$18.52	\$20.37	\$22.41	\$24.64	\$27.12
1	14.22	15.62	17.17	18.89	20.78	22.86	25.13	27.66
2	14.50	15.93	17.51	19.27	21.20	23.32	25.63	28.21
3	14.79	16.25	17.86	19.66	21.62	23.79	26.14	28.77
4	15.09	16.58	18.22	20.05	22.05	24.27	26.66	29.35
5	15.39	16.91	18.58	20.45	22.49	24.76	27.19	29.94
6	15.70	17.25	18.95	20.86	22.94	25.26	27.73	30.54
7	16.01	17.60	19.33	21.28	23.40	25.77	28.28	31.15
8	16.33	17.95	19.72	21.71	23.87	26.29	28.85	31.77
9	16.66	18.31	20.11	22.14	24.35	26.82	29.43	32.41
10	16.99	18.68	20.51	22.58	24.84	27.36	30.02	33.06
11	17.33	19.05	20.92	23.03	25.34	27.91	30.62	33.72
12	17.68	19.43	21.34	23.49	25.85	28.47	31.23	34.39
13	18.03	19.82	21.77	23.96	26.37	29.04	31.85	35.08
14	18.39	20.22	22.21	24.44	26.90	29.62	32.49	35.78
15	18.76	20.62	22.65	24.93	27.44	30.21	33.14	36.50
16	19.14	21.03	23.10	25.43	27.99	30.81	33.80	37.23
17	19.52	21.45	23.56	25.94	28.55	31.43	34.48	37.97
18	19.91	21.88	24.03	26.46	29.12	32.06	35.17	38.73
19	20.31	22.32	24.51	26.99	29.70	32.70	35.87	39.50
20	20.72	22.77	25.00	27.53	30.29	33.35	36.59	40.29
Max	21.13	23.23	25.50	28.08	30.90	34.02	37.32	41.10

For UMMC:

 8/6/10
Dennis P. McCarthy
Senior Director, Labor Relations

For SHARE:


Elisabeth Szanto


Sandra Afalberg



Rob Beatty


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