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**SHARE and Marlborough Hospital  
CBA Negotiations Memorandum of Agreement  
7/25/19**

The Parties agree to a 3-year CBA (12/1/18 -0 11/30/21) on the terms below:

**Wages/Economics**

Year 1 (retroactive to 12/2/18): 3% ATB or a \$0.60/hour minimum raise, whichever is greater. The retroactive payment will be made based on the employee's current rate.

Year 2 (effective 12/1/19): 3% ATB or a \$0.60/hour minimum raise, whichever is greater.

Year 3 (effective 12/6/20): 2.50% ATB or a \$0.52/hour minimum raise, whichever is greater.

Effective 10/4/20, daily overtime will be paid when an employee works 45 minutes beyond his/her scheduled shift, so long as the shift is at least 8 hours (at least 8 hour and 45 minutes worked for an 8-hour shift employee, at least 10 hours and 45 minutes worked for a 10-hour shift employee, etc.)

SHARE members who retired between 12/2/18 and the date of ratification will receive the retroactive wage increase from 12/2/18 to their date of retirement. The retroactive payment is based on hours worked at the retiree's rate at retirement, plus the wage increase. The Parties will meet to discuss who is eligible.

**Non-Economic**

- Medical/dental insurance as currently provided to non-union, except that the tiers will match the MNA (creation of a 36 – 40 hour tier).
- This Agreement includes all existing tentative agreements.

(TA) 7/25/2019  
AC

(TA) 7/25/19  
JM

**Labor-Management Committee – 5Ws & How  
Marlborough Hospital/UMass Memorial and SHARE  
25 July 2019**

**What:**

- Establishment of a Labor-Management Committee between Marlborough Hospital and the SHARE union
- Topics for discussion include, but are not limited to:
  - Maintaining high quality, patient-centered care
  - Creating and sustaining a successful hospital and a healthy work environment
  - CNA workload and staffing
  - Career development
  - Training/continuing education
  - Process improvement
  - Exploring the establishment of UBTs at Marlborough Hospital
  - Exploring ways to improve and enhance the patient's experience of care
  - Exploring ways to improve the work experience of SHARE members
  - Exploring ways to work together on public policy issues of mutual interest
  - Exploring mechanisms for gainsharing/goalsharing
  - Market assessment data on SHARE job classifications (in advance of next negotiations)

**Who:**

- Four (4) representatives from labor and four (4) from management
- Additional representatives and subject matter experts may be invited

**When:**

- Monthly meetings (annual calendar to be determined in first meeting)

**Where:**

- Marlborough Hospital conference rooms
- Gemba "go and see" where appropriate

**Why:**

- To foster positive labor-management relations, surface and address issues of mutual interest, support process improvement for front-line work, and ensure regular communication with relevant stakeholders

**How:**

- When decisions are made that are within scope of the committee, they will be by consensus and meetings will be co-lead by labor and management
- Participation governed by release time language in the agreement.
- Operate with transparency to relevant stakeholders
- An issue/accomplishment tracking matrix will be maintained to track open and resolved topics of discussion, as well as accomplishments

**SHARE Union**  
**12/17/18 Counter Proposal**

**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 Marlborough Hospital 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 - Two Ways it Can Be a Problem:**

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 Marlborough Hospital agree that employees should use sick time only for health-related reasons. Employees should not use sick time because of inclement weather (see pg. XX) or to extend scheduled absences. Some potential examples of a recurring pattern include but are not limited to: calling out on a holiday scheduled to work; calling out before/after holiday off; calling out on weekend shift(s) scheduled to work; calling out before/after weekend off; extending a scheduled vacation by calling out before/after; calling out on a scheduled shift previously requested off. Patterns of sick time use that suggest such abuse of sick time are subject to the disciplinary process.
- Amount of Sick Time Use: SHARE and Marlborough Hospital 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. See "Guidelines when considering an Employee's Absenteeism Rate."

Notification of an absence: Employees must notify their Director or designee as soon as possible, but not less than two (2) hours prior to their scheduled shift. Employees should call in on the day of the absence and follow this same procedure on each day of an absence unless a prior arrangement has been reached with the Director.

Tardiness: Employee must notify their Director or designee no later than one (1) hour prior to the start of their scheduled shift or as soon as is practicable under certain circumstances.

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**12/17/18 Counter Proposal**

**2. How We Deal with Absenteeism:**

This section describes if and when a SHARE member's unscheduled absences may make them subject to disciplinary action.

A. Resolving Problems Through Good Communication

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

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

- Extended Absences: If sick calls exceed two (2) or more days, Marlborough Hospital 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. Employees who are out ill for three (3) or more days may be asked to provide proof of illness and/or certification from a physician before returning to work. All employees absent for five (5) days or more are required to be cleared by Med Works before returning to work.
- Failure to Notify: Employees who fail to notify their Director or designee of their absence will be considered as absent without pay for that day, and appropriate disciplinary action may be taken. Employees with three (3) occurrences of failing to notify their Director or designee during one (1) year may be subject to termination. If an employee is absent for two (2) consecutive days without appropriate notice and approval, that employee will be automatically considered to have voluntarily terminated his/her job and will be terminated.
- Before or After a Holiday: If there is reason to suspect abuse when 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. What Counts Towards Absenteeism and What Doesn't Count

The following absences do not count toward the absenteeism rate (documentation of such absences may be required).

- Absences taken under leaves Family and Medical Leave Act (FMLA), including intermittent and continuous leave (see pg. XX)
- Massachusetts Earned Sick Time (see pg. XX)
- Domestic Violence Leave of Absence (see pg. XX)

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**12/17/18 Counter Proposal**

- Worker's Compensation, (see pg. XX)
- Jury Duty (see pg. XX)
- Massachusetts Parental Leave (see pg. XX)
- Bereavement Leave (see pg. XX)
- Military Leave (see pg. XX)
- Small Necessities Leave (see pg. XX)
- When approved by a supervisor when there is a lack of work
- Approved vacation time
- Medical Appointments with sufficient notice to supervisor (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 seven (7) days notice before the appointment. 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.

Tardiness: The expectation is that an employee will report to work on time and be at their work station at the time they are scheduled to start work and be ready to work. Any time subsequent to this scheduled time is considered late, unless prior approval by the manager has been secured.

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 occurrence or absence. Absences caused by the reoccurrence of an illness within two (2) 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.

Please refer to the section on Massachusetts Earned Sick Time for further guidance on topics such as: accrual, utilization, scheduling, documentation, leaves of absence, attendance and retaliation.

**C. Disciplinary Steps:** After considering the above guidelines and excluding any absences that do not count towards an employee's absenteeism in accordance with Section 2 B the standards below apply. The number of absences in the twelve-month period immediately preceding the employee's most current absence will be counted.

1. A verbal warning may be conducted at the third occurrence in a rolling 12-month period.
2. One (1) occurrences within one (1) year from verbal counseling session may result in a written warning.
3. One (1) occurrences within one (1) year from a written warning may result in a final warning/one (1) day suspension without pay.

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**12/17/18 Counter Proposal**

4. One (1) occurrences within one (1) year from a final warning/one (1) days suspension without pay may result in termination.

The absenteeism rate above is prorated for employees scheduled for less than four (4) days per work week, i.e. a verbal warning may be conducted at the second occurrence in a rolling 12-month period for employees who work a three (3) day work week and a two (2) day work week. For per diem employees, their hours will be averaged to determine the appropriate pro-ration based on a six-month lookback.

- D. After a year has passed from the last discipline issued for attendance, that previous discipline for attendance will no longer be deemed active and may not be used for progressive discipline purposes.

## Bereavement Time

### I. Purpose

To provide guidelines for time off, without loss of pay, for regular full and part-time employees, and per diems who are scheduled to work, in the event of a death in the employee's family.

### II. Policy

In the event of a member of an employee's immediate family, that employee may be excused, with pay, for three scheduled workdays which may be taken over a two-week period from date of death (those dates to be approved in advance by the Director). If funeral arrangements are postponed, or when unusual circumstances exist, an employee may defer bereavement to a later date. The employee must inform their Director or manager as soon as possible of the delay, and when the bereavement time will be needed.

An immediate family member is one who, at the time of death, was the employee's child, spouse (or significant other who resides in the same household and who is acting in the role of a spouse), parent, step-parent, foster parent, sister, brother, legal guardian, mother/father in-law, grandchild or grandparent.

In the case of a pregnancy loss that occurs in the twelfth (12<sup>th</sup>) week or after, the parent(s) will be granted up to three (3) scheduled work shifts which must be taken within six (6) days of the loss (including the date of loss).

Employees may also be allowed up to one day of scheduled hours with pay in the event of death of an aunt, uncle, niece, nephew or brother/sister in-law.

### III. Procedure

Employees are responsible for notifying their Director or manager of a death of a member of their family if they wish to have paid release time. Employees may be required to present evidence of death and/or relationship to the deceased. If employees wish to attend the funeral of a relative not designated above or of another person, s/he may request the use of CARE time for all such release time.

FA  
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11:20 am  
JAW

8/27/18  
to union  
8/27/18  
1:20 pm



**SHARE**  
**7/25/19**  
**Counter Proposal**

**Cancellation of Work Hours**

It is not the intention of Marlborough Hospital to cancel scheduled work shifts, however, there may be times and only as a last resort, that during reduced patient census and/or work volume a shift cancellation can occur. Managers will try to reassign an employee to an alternative work assignment or position for which they are qualified to prevent an involuntary cancellation of work hours. When all other options have been explored, and there is no need for the staff member to float or work an alternative assignment, the manager can cancel work shifts in a fair and equitable manner as outlined in the sequence below starting with:

1. Overtime shifts
2. Ask for volunteers
3. Cancel per diem staff
4. Cancel regular staff working an extra shift beyond their budgeted hours (non-overtime)
5. Cancel the budgeted hours\* of regular staff, on a rotating basis and only once a year starting with the least senior and progressing to the most senior. The Hospital recognizes the importance to staff members of maintaining their budgeted hours and will only cancel such hours as a last resort. If an employee believes that their budgeted hours have been cancelled without first following the sequence above and/or that cancellation of such hour has occurred more than once in a given year, the employee should to talk with their manger.

Managers will make a reasonable attempt to notify the employee at least two hours prior to the starting time, either by telephone, and/or, text message.

An employee notified of a cancelation is expected to respond and confirm in a timely manner, using one of the same methods of communication as outlined above.

An employee whose shift is canceled and who is not reassigned, may use available CARE Time to make up the difference in pay or decide to go without pay.

If a manager fails to notify an employee of a shift cancellation prior to the time the employee arrives at the Hospital, and does not reassign the employee to an alternate assignment or position, the employee will be eligible for three (3) hours of pay.

\*Budgeted hours are the number of hours for which the employee was hired to work per week.

SHARE and Marlborough Hospital will review cancellation of work hours data periodically and explore alternative work options for staff who may potentially get cancelled as part of the Labor-Management Committee (see page XXX).

## **Charge Pay**

Any non-management, non-exempt employee who is asked to assume temporary responsibility for the direct supervision of employees for a specified period of time while the manager is absent, shall receive additional compensation in the amount of \$1.50 per hour for the period specified by the manager. This additional compensation shall be entered into the payroll/kronos system by the manager. This additional compensation will be included in the employee's paycheck. If, in the judgement of management, this additional compensation is not appropriate, the manager should discuss with the Vice President of Human Resources for consideration of alternative compensation.

Full support  
TA

**Civility and Standards of Respect: 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 Marlborough Hospital.

caregivers

This is embodied in the Umass Memorial Standards of Respect, which describes how we interact with each other, our patients and their families, and

These Standards apply to all caregivers and starts with our labor – management relationship.

**Acknowledge**

Notice others and recognize their contributions or concerns

**Listen**

Give full attention to show you understand and care about what others say

**Communicate**

Share appropriate information generously and as soon as possible with those who need it

**Be Responsive**

Respond in the expected time frame to show other's priorities are important to you, too

**Be a Team Player**

Do your work in a way that also helps others

**Be Kind**

Choose to be friendly, patient and compassionate-even when it's easier not to

HUMAN RESOURCES  
POLICY AND PROCEDURE MANUAL  
FOR  
MARLBOROUGH HOSPITAL  
MARLBOROUGH, MASSACHUSETTS

*9/10/99*  
*8/20/2016*  
*FM*

EFFECTIVE DATE: 09/10/1999  
REVISED DATE: 09/10/1999  
REVIEW DATE: 09/07/2016

POLICY: HR8  
PAGE: 1 OF 1  
AUTH BY: Francis Meringolo

CATEGORY: HUMAN RESOURCES

SUBJECT: DONATION OF CARE TIME

I. PURPOSE

To define the process for the transfer of accrued CARE Time to other employees.

II. POLICY

- A. Employees with accrued CARE Time may donate CARE Time 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 (each as defined by the Family and Medical Leave Act)
- B. Donations are to be made to a specific employee who:
1. has been continuously employed at the Hospital for at least six (6) months,
  2. is also eligible for CARE Time accrual, and
  3. has exhausted all available CARE Time as well as any accrued Sick Bank Time.
- C. The donation of CARE Time is strictly voluntary and there may be no solicitation of others for CARE Time donations. Managers may notify staff of the employee's need, but may not seek or encourage donation.
- D. Employees wishing to donate CARE Time may do so by completing a form available in Human Resources.  
Employees are responsible for tracking their own CARE Time accrual balances.  
There is no limit to the number of CARE Time hours that may be donated, as long as the balance remains above two (2) weeks of their scheduled hours, (ex. A 32-hour a week employee must have at least 64 hours of accrued CARE Time remaining after donating time to another employee).  
If the balance would fall below two (2) weeks of their scheduled hours, employees may donate up to a maximum of eight hours of CARE Time.  
CARE Time may be donated in hourly increments of no less than four (4) hours. The recipient of the donated time will be credited with one hour for each hour donated and the donated time will be available for immediate use as soon as it is recorded.
- E. Employees receiving donated CARE Time may receive no more than twelve (12) weeks of their scheduled hours in donated earned time in any twelve month period.
- F. All donations will remain anonymous and confidential.

Rescission: This policy rescinds former policy HR8 dated 1/15/99.  
Reviewed/Revised: 05/01/04, 1/3/06, 02/11/13, 09/07/2016  
Developed by the Human Resources Department

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SHARE  
7/25/19  
Counter Proposal

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EMPLOYEE AND POSITION CLASSIFICATION

I. DEFINITIONS

A. Full-Time

An employee budgeted to work forty (40) hours per week is considered to be full-time. These employees are entitled to receive full employee benefits as described below.

B. Part-Time

An employee budgeted at least one (1) hour but less than forty (40) hours in a week is considered to be part-time. Part-time employees budgeted for at least sixteen (16) hours per week are eligible for certain benefits; other benefits are available to staff budgeted for at least twenty-four (24) hours per week as described below.

C. Per Diem

An individual who is employed to be utilized on an "as needed" basis with no regularly scheduled hours, is considered to be per diem. Individuals on per diem status are non-union, unless specified on the Side Letter XX (pg. XX), and subject to applicable Hospital policy.

Upon request, per diem employees who consistently work a minimum of 16 hours per week for six (6) consecutive months will have the option to become benefit eligible and have their status changed from per diem to regular part time or regular full time. Hours worked replacing a part-time or full-time employee on a leave of absence or vacation do not count towards the 16 hours per week threshold.

(subject to the process in the last paragraph)

CARE Time accruals will commence at the same time that the employment status of the employee has been changed from per diem to part time or full time and will not be made retroactive.

Marlborough Hospital will provide SHARE payroll data to determine eligibility of per diem staff to become union eligible and/or eligible to have their status changed to regular part time or regular full time. If SHARE believes that there is a per diem whose status should possibly change, HR and SHARE will then meet to review the per diem staff's hours worked and take a problem-solving approach to determine whether that per diem staff should be offered a budgeted hours position and become union-eligible.

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D. Temporary

An employee working either full-time or part-time in a position approved for a specified time period less than six (6) months is a temporary employee. Temporary employees are non-union.

## II. FRINGE BENEFIT ELIGIBILITY

- A. Employees budgeted to work at least one (1) hour but less than sixteen (16) hours per week are not entitled to most Hospital sponsored fringe benefit plans. Of those benefits that they may be eligible for, they do not receive any Hospital contribution towards the premium for that benefit.
- B. Employees budgeted to work a minimum of sixteen (16) hours per week are entitled to those benefits specified in this Agreement, including the accrual of CARE Time. Unless specifically stated otherwise, benefits are pro-rated depending upon the number of hours budgeted in a week. If an employee's budgeted work hours are reduced to less than sixteen (16) hours per week, s/he shall be paid the equivalent of any accrued and unused CARE Time provided that s/he has worked more than ninety (90) days in the position of sixteen (16) hours or greater.
- C. Employees budgeted to work a minimum of twenty-four (24) hours per week are entitled to other benefits beyond those available to those working sixteen (16) hours per week and, in many instances, receive a Hospital contribution towards the cost of some benefits.

**Marlborough Hospital  
Counter Proposal  
3/11/19**

**Holiday Policy**

The goal of SHARE and Marlborough Hospital 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.

The SHARE holidays are:

New Year's Day	January 1 <sup>st</sup>
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25 <sup>th</sup>

Plus floating holidays as defined by the Care Time provision (see page XX)

**1. Definitions**

Hours of the Holiday: For payroll purposes, the holiday normally begins with the night shift at 10:45 pm before the designated holiday and ends with the end of the evening shift on the holiday at 11:15 pm. However, the Christmas Holiday will begin on the evening shift / Christmas Eve at 2:45 pm and end with the night shift at 11:15 pm on Christmas Day, and the New Year's Holiday will begin on the evening shift / New Year's Eve at 2:45 pm and end at 2:45 pm on New Year's Day. There is one exception, SHARE employees who work 12-hour shifts from 7 pm-7 am, the holiday begins at 7 pm the evening before the actual holiday, and ends at 7pm on the evening of the holiday.

Employees who work during defined holiday hours will be eligible for holiday pay. However, employees who work the day shift and whose hours worked partially cross over into the defined holiday shift, will only be eligible for holiday pay if they work beyond 5:59 pm end of the day shift, i.e. if a day shift employee works from 9:00 am to 5:30 pm on Christmas Eve, she will not be eligible for 2.5 hours of holiday pay, however if she works until 6:00 pm, she will receive 3 hours of holiday pay. Employees who work an evening shift during holidays hours, even if they don't work beyond 5:50 PM, will be eligible for holiday pay for all hours worked.

**2. Holiday Pay when you are Off for the Holiday**

Shift Differentials:

When a SHARE member is not required to work on a holiday, 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.

Holiday Pay for Non-Worked Holiday:

SHARE members who are scheduled to be off on a holiday will be eligible to use their CARE Time. SHARE members who are normally scheduled to work on a designated holiday but who do not work, will have CARE Time deducted from their CARE Time accruals for unworked hours.

SHARE employees who have not yet met the 90-day introductory period requirement for the use of CARE Time will be advanced CARE Time for the payment of any unworked hours on the holiday.

### **3. When SHARE Members Work a Holiday**

SHARE members who work on a holiday will be paid at time and one-half rate.

The *worked* hours paid at this rate will be included when calculating the number of hours worked in the work week for purposes of determining overtime eligibility. For example, if an employee works a Hospital-designated holiday on Monday, plus their regular 32 hours in that week, any additional time the employee works during that one-week period will be paid at an overtime rate.

### **4. Holidays that Fall on a Weekend**

When certain holidays fall on a weekend, Marlborough Hospital 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 SHARE staff who work some weekends, the holiday is observed on the actual day of the holiday, even when it's on a weekend. Holiday pay 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.

### **5. Calling in Sick on a Holiday, or Immediately Before or After**

Employees who are normally scheduled to work on a designated holiday but who do not work, will have CARE Time deducted from their CARE Time accruals for unworked hours, provided that the employee works his/her regularly scheduled shift immediately before and after the holiday unless absent for good cause.

### **6. Staffing for Holidays**

Staffing for holidays should be done in a thoughtful and fair way, so that as many employees as possible can have the day off. 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.



Add to Marlborough Hospital  
HR-01 Inclement Weather

gave to mgmt. 9/17/2017

Add "D. Departmental Staffing Plans

6

Departments are encouraged to develop department-specific plans for how they will handle severe weather, within the framework of the Marlborough Hospital plan, and with the involvement of ~~SHARE~~ member employees. Department plans could include: what staffing level is required (such as full staffing, skeletal staffing, or no staffing); how employees will find out if they need to report to work; and whether there is a difference between the plans for severe weather and for a declared state of emergency. Department managers and employees should review the departmental severe weather plan annually before winter weather begins.

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9/24/2018  
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## ***Jury Duty***

A regular full or part-time employee who receives notice to serve on jury duty must notify their Director on the next scheduled workday following receipt of the notice. If an employee is called to provide juror service s/he will, upon certification of such service, receive his/her regular wages for scheduled hours not worked during the first three (3) days of jury duty. Beginning on the fourth day of jury duty, the Hospital will pay the employee the difference between their normal daily earnings and the stipend/fee provided by the court for a period of up to four weeks for all regularly scheduled work time.

Hours spent during jury service will not be included in the calculation of overtime entitlement. However, employees regularly scheduled for evening or night shifts shall receive shift differential for all hours paid while on jury duty. Employees who regularly work the night shift will not be required to work beyond midnight on the day preceding their first day of juror service. If selected for trial, that employee will not be required to work the night shift during his/her term of juror service.

Employees who are selected to serve on a jury are expected to keep their Director informed of their status, at least daily, during that period. Employees who are excused from work for jury duty are expected to return to work as soon as discharged from duty for their regularly scheduled shift.

In the unlikely event that an employee's jury duty lasts longer than four (4) weeks, SHARE and Marlborough Hospital will meet to discuss whether an exception can be made.

### **B. Court Appearances**

Court appearances arising out of, or occurring in the course of employment, will, upon supervisory request and review, be approved. Hours spent during such court appearances will be used in the calculation of overtime entitlement, and upon verification of time required in court, the Hospital will reimburse the employee for regular wages less any court fees (including differentials for those employees regularly scheduled to work the evening or night shifts). Employees are expected to immediately return to work as scheduled following any such appearance.

Appearances or summons for anything other than the exercise of one's normal and assigned duties (that is, directly related to one's role at the Hospital) will not be reimbursed, but the use of accrued CARE Time may be permitted, provided that notice of the need to appear was requested and approved in advance, subject to staffing needs of the Hospital.

**Labor-Management Committee**

There shall be a labor-management committee which will meet monthly, unless otherwise mutually agreed upon, with up to four (4) representatives from the Hospital and up to four (4) representatives from labor to discuss matters of interest by either party. Depending on the topic for discussion and under mutual agreement, additional representatives from either the Hospital or the union may be invited to participate. Topics for discussion may include, but are not limited to, CNA workloads and staffing, maintaining a high quality of patient-centered care, creating and sustaining a successful Hospital and health work environment, and career development and training/continuing education opportunities. Release time for attendance at labor-management meetings is set forth in [Article X – Release Time for Union Meetings and Trainings].

**SHARE**  
**12/17/2018 Proposal**

***Layoffs and Work Security***

SHARE and Marlborough Hospital agree that we will do everything possible to avoid layoffs. 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 layoffs whenever possible, and when a layoff must occur to provide help and support to the employee in finding a comparable position.

"Work Security Candidate" refers to an employee before their layoff, when the elimination of their job is being considered, and after layoff, for six (6) months after the date of the elimination of their job.

We agree to the following basic principles:

- Layoff is the last recourse. Prior to any employee being notified of a layoff, the Union and Management will meet to determine if a layoff can be avoided. Considerations will include (but are not limited to) alternative proposals for cost-saving, seeking volunteers for layoff, and reducing "non-benefited" positions. Marlborough Hospital is committed to sharing information early in the process so that the Union can propose alternatives to layoffs during this pre-notice period.
- If layoffs are still necessary after this process, the union and management will discuss how reverse seniority (using adjusted service date of hire, see Seniority section) will be implemented. The default is that seniority will be within a department, not within a shift.
- SHARE and Marlborough Hospital 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 30 days before the layoff date, with a minimum notice of 21 days.
- Severance pay will be one (1) week for every full year of service, with a minimum of two (2) weeks and a maximum of 10 weeks. Severance and benefit time will be paid out weekly until exhausted. If a work security candidate, or a volunteer, obtains a job at UMass Memorial 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 six (6) months after the layoff date when s/he is officially terminated. For six (6) months following layoff, a laid-off person retains rights to recall to an open position in their old department for which they are qualified. If such an open position (with comparable pay and shift) is offered and declined, the laid-off person will be removed from the recall list.
- Work security candidates will get help with resume writing, interviewing skills, career assessment, and training.
- The 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 and management will work together to identify possible swaps, to determine if a swap can be arranged, and to facilitate swaps as quickly as possible. Whether a swap is approved depends on several considerations, including, but not limited to, operational needs and qualifications of the employees.
- We will endeavor to complete swaps within the notice period, however the notice period can be extended by mutual agreement of union and management.
- If a swap is made, the volunteer will be eligible for the full severance package as though he/she had been on the layoff list. The volunteer may apply for other jobs at Marlborough Hospital 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, the union and management will work together to assist the employee with placement in a job that is most likely to be a good match for the employee’s skills. We value information sharing and if a candidate is not selected for a job she/he applied for feedback will be provided. Ideally, we will place work security candidates during the notice period.
- The Union and work security candidates will receive internal 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. For the purposes of article, a reasonable amount of training is defined as the greater of 10 shifts or three (3) weeks.
- It is the work security candidate's responsibility to maintain an active job search.
- We recognize that it may be helpful to look for jobs in other UMMHC facilities, such as in Worcester, Health Alliance-Clinton, 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. Management will consider laid-off employees for temporary assignments, filling needs such as where a temp would otherwise be hired, or covering leaves of absence.

If an employee is placed in a permanent position before using all of their severance and benefit time, they will not receive the remaining amount.

HUMAN RESOURCES  
POLICY AND PROCEDURE MANUAL  
FOR  
MARLBOROUGH HOSPITAL  
MARLBOROUGH, MASSACHUSETTS

TA 9/17/18  
jm  
Jaw

EFFECTIVE DATE: 01/15/1999 POLICY: HR10  
REVISED DATE: 08/15/17 PAGE: 1 of 5  
REVIEW DATE: 08/15/17 AUTH BY: Francis Meringolo

CATEGORY: HUMAN RESOURCES  
SUBJECT: LEAVES OF ABSENCE

I. PURPOSE

To describe the parameters and provide consistent standards under which employees may be granted a leaves of absence (LOA). Employees wishing to utilize this policy should contact their Manager and/or Human Resources for further details and direction.

II. POLICY

Leaves taken for reasons covered by the Family Medical Leave Act (FMLA), the Massachusetts Parental leave Act (MPLA) or Small Necessity Leave Act (SNLA) are described below. Worker's Compensation leave and/or MPLA, under state law, must be taken concurrently with FMLA leave whether paid or unpaid. That is, such leave will be credited towards the maximum annual leave to which an employee is entitled under applicable law and employees are subject to the rules and privileges of each.

In order to remain in good standing, employees must either be working, be on an excused absence or on an approved leave of absence. Employees who expect to be unable to work for more than 3 consecutive scheduled work days for reasons other than vacation, must request a Leave of Absence using the appropriate process. If the Hospital discovers that an employee is away from work for a period of 3 consecutive scheduled work days for time off for reasons other than vacation, the Hospital will send the employee notification that a request for a leave of absence must be requested according to this policy. If an employee is absent for three (3) or more consecutive scheduled days without appropriate notice and approval, that employee will be automatically considered to have voluntarily terminated his/her job and will be terminated. (Extenuating circumstances above and beyond the control of the employee will be reviewed on a case by case basis.)

III. SPECIFIC LEAVE TYPES:

A. **Family and Medical Leave**

The Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) weeks of job-protected leave for certain family and medical reasons in a 12-month period. An eligible employee is a regular full or part-time employee who has worked a total of at least fifty-two (52) weeks, or twelve (12) months of service and a minimum of 1,250 hours during the twelve (12) months prior to the commencement of the leave.

#### Types of Family and Medical Leaves:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for an employee's spouse or eligible domestic partner, dependent child, or parent of the employee with a serious health condition.
4. The employee's own serious health condition that prevents the employee from performing the essential functions of his/her position.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital care (in-patient care);
2. A period of incapacity of more than three consecutive calendar days (including any period of incapacity relating to the same condition) that also involves treatment by a health care provider;
3. Any period of incapacity due to pregnancy or for prenatal care
4. Chronic conditions requiring treatments (e.g. asthma, diabetes, epilepsy);
5. Permanent or long-term conditions requiring medical supervision (e.g. Alzheimer's or severe stroke)
6. Multiple treatments (non-chronic conditions).

#### Duration of a Family Medical Leave

Leave may be taken a) for a continuous period up to 12 weeks or b) in some circumstances, on an intermittent basis (that is, in blocks of time) or a reduced-schedule basis if the need is medically necessary for medical treatment for a serious health condition when under the supervision of a health care provider or for the recovery from the treatment or condition (the terms used are specifically defined by the FMLA).

#### **B. Parental Leave**

As required by Massachusetts State Law all full-time employees who have worked at the Hospital for three (3) consecutive months, regardless of gender, are entitled to eight (8) weeks of unpaid Parental leave under the Massachusetts Parental Leave Act (MPLA).

Eligible employees will be granted an unpaid leave of absence of eight (8) weeks for the purpose of preparing for the birth of and/or giving birth, or for the placement of a child under 18 years of age (or 23 years of age if the child is mentally or physically disabled), for adoption with the employee who is adopting or intending to adopt the child. However, any two (2) employees of the same employer shall only be entitled to an aggregate of eight (8) weeks of parental leave for the birth or adoption of the same child.

In order to receive parental leave, an employee must give at least two (2) weeks' written notice of his/her anticipated date of departure and intention to return, or provide notice as soon as practicable if the delay in providing such notice is beyond the employee's control.

An employee (as defined above) who has worked for the Hospital for three (3) full consecutive months is eligible for parental leave under this policy, even if s/he is not eligible for FMLA leave or has exhausted her/his entitlement to FMLA leave. If, however, an employee is also eligible for FMLA leave, this parental leave will run concurrently with her/his FMLA leave entitlement.

The employee on parental leave will be restored to his/her previous position or to a reasonably similar position without detriment to his/her pay, hours, status, length of service credit and

seniority as of the date of the parental leave unless other employees of equal length of service, status, and in similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the parental leave.

If an employee anticipates that his/her parental leave will be extended beyond 8 weeks, the employee should contact Human Resources to discuss the potential implications of the extension.

### **C. Extended Medical Leave**

When an employee's own medical condition requires an absence from work exceeding the twelve (12) weeks provided by FMLA he/she may be eligible for an Extended Medical Leave. To be eligible for an Extended Medical Leave an employee must first have exhausted the twelve (12) weeks provided by FMLA.

An approved Extended Medical Leave may be for up to four (4) weeks of leave beyond the twelve (12) weeks provided by FMLA.

An employee requesting an Extended Medical Leave must complete a Leave of Absence Request form and submit it to their manager, who will then submit it to Human Resources (see attached). The employee will follow the procedure as set out by the Hospital. The decision to approve an Extended Medical Leave will be made by the manager in concert with Human Resources.

In requesting leave, where the leave is foreseeable, employees are expected to give at least 30 days notice to his/her manager.

Extended Medical Leaves will be approved only upon the timely receipt of sufficient medical documentation presented to the third party administrator or MedWorks, and a determination will be made by the third party administrator or Marlborough Hospital MedWorks / Employee Occupational Health Department.

Employees must notify their immediate manager regarding their intent to return to work at least two (2) weeks prior to the end of the approved leave period. Employees returning to work are required to:

- a. Present a fitness-for-duty certification from their treating provider, and
- b. Schedule an appointment with MedWorks in order receive a medical clearance to be restored to active duty.

The position of an employee on an Extended Medical Leave for his/her own medical condition is protected for up to four (4) weeks.

### **D. Personal Medical Leave (non-FMLA); Family Medical Leave (non-FMLA)**

Employees who do not meet the eligibility requirements of FMLA may apply for a Personal Medical Leave (non-FMLA). To be eligible the employee must have completed six (6) months of service and worked at least 520 hours (20 hours per week) during the previous six (6) months.

A Personal Medical Leave (non-FMLA) is for an employee's own serious health condition that prevents the employee from performing the essential functions of his/her position.

A Family Medical Leave (non-FMLA) is for an employee to care for a spouse or eligible domestic partner, dependent child, or parent with a serious health condition.

The duration of the leave may be granted up to four (4) months in a rolling 12-month period.



#### **E. Military Leave**

Military leave, including two weeks Active Reserve and National Guard training, will be granted upon proper request and certification of need. Employees will be paid the difference between their normal base rate (including shift differentials for employees whose regular work hours are entitled to shift differentials) and pay received by the military, upon submission of pay documents, not to exceed eighty hours of duty in each calendar year. Veterans and National Guard and Reservists on three or six-month initial training periods will be restored to their former positions per applicable law.

#### **F. Service Member Family and Medical Leave**

The Federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the armed forces (Service member FMLA). These provisions supplement our FMLA policy and provide general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA are governed by our existing FMLA policy.

Leave Entitlement: Service members FMLA provides eligible employees unpaid leave for any one, or for a combination of the following reasons:

- 1) A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Arm Forces in support of a contingency plan; and /or
- 2) To care for a covered family member who has incurred an injury or illness that may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating.

#### Duration of Service member:

- 1) When Leave is Due to a "Qualifying Exigency": An eligible employee may take up to 12 work weeks of leave during any 12-month period.
- 2) When Leave is to Care for an Injured or Ill Service Member: An eligible employee may take up to 26 weeks of leave during a single 12-month period to care for the service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- 3) Service member FMLA runs concurrent with other leave entitlement provided under federal, state and local law.

#### **G. Worker's Compensation**

Employees absent due to Worker's Compensation are also subject to the provisions of Employee Health Policies concerning worker's compensation. A Worker's Compensation Leave runs concurrent with FMLA.

#### **H. Domestic Violence**

As required by Massachusetts law, employees are eligible to receive up to fifteen (15) days of Domestic Violence Leave in any 12-month period, if each of the following conditions is met:

- 1) The employee, or a family member of the employee, is a victim of abusive behavior, as defined below; and
- 2) The employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings; or

- address other issues directly related to the abusive behavior against the employee or family member of the employee; and
- 3) The employee is not the perpetrator of the abusive behavior against such employee's family member.

Advance notice, which includes sufficient documentation for evidence of domestic violence, must be provided if there is no imminent danger to the employee or their family member. If an employee is unable to provide advance notice at least 3 days before the leave, they will have 30 days to provide sufficient documentation as evidence of domestic violence. Documentation may include police reports, protective orders, medical forms, sworn statements, or documents under court letterhead indicating the occurrence of domestic violence.

Domestic Violence Leave is unpaid leave and employees are not required to exhaust their Care Time or Sick time. Employees may, at their discretion, use accrued leave in order to be paid while on Domestic Violence Leave.

#### I. Small Necessities Leave

Regular full or part-time employees who have worked a total of at least fifty-two (52) weeks and a minimum of 1,250 hours (approximately 24 hours a week) during the twelve (12) months prior to the commencement of the leave are eligible for Small Necessities Leave provided under the Small Necessities Leave Act (SNLA). It provides twenty-four (24) hours of job-protected leave during a 12-month period for the specific purpose of:

- 1) Participating in school activities directly related to the educational advancement of the employee's son or daughter (e.g. attending parent-teacher conferences, enrolling a child in school or licensed day care facility, etc.)
- 2) Accompanying son/daughter to routine medical or dental appointments, including visits for check-ups, vaccinations, etc.
- 3) Accompanying elderly relative related by blood or marriage to the employee, including the employee's parents, to routine medical/ dental appointments or appointments for other professional services related to the elder's care, such as an interview at a nursing home.

If the need for the leave is foreseeable, the employee must give seven (7) days' written notice before the date the leave is to begin. If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances. Certification of the leave may be required.

As with FMLA, leave may be taken intermittently or on a reduced work schedule and must be taken in minimum increments of no less than two (2) hours

#### IV. PROCEDURE

##### Family Medical Leave (FMLA)

Requests for FMLA leave must be submitted to the employee's manager at least 30 days before the leave is to commence if the reason for the leave is foreseeable (based on an expected birth, adoption or foster care, or planned medical treatment for your serious health condition or for a family member). Otherwise, the employee must provide notice as soon as practicable.

An employee requesting an Extended Medical Leave must complete a Leave of Absence Request form and submit it to their manager, who will then submit it to Human Resources (see attached). The employee will follow the procedure as set out by the Hospital. The decision to approve an Extended Medical Leave will be made by the manager in concert with Human Resources.

Employees must contact the Hospital's third party administrator (TPA) for absence management to request a Family Medical Leave. The TPA will review the request, determine eligibility and mail the employee the applicable notices and medical certification forms for completion.

Employees must provide medical documentation/certification supporting the need for the leave to the TPA within 15 days of a request to do so as well as periodic re-certifications. The Hospital may also require, at its expense, a second and third medical opinion from a provider not employed by the Hospital.

If spouses are employed and leave is requested for the birth or placement of a child or to care for a sick parent, the couple's leave is limited to a total of 12 weeks. If the leave is to care of a seriously ill child, each parent is entitled to a total of 12 weeks.

**Extended Medical leave; Personal Medical leave (non-FMLA); Family Medical Leave (non-FMLA); Parental Leave and Domestic Violence Leave:**

An employee requesting an Extended Medical Leave; Personal Medical leave (non-FMLA); Parental Leave or Domestic Violence Leave must complete a Leave of Absence Request form and submit it to their manager, who will then submit it to Human Resources. The decision to approve a Leave will be made by the manager in concert with Human Resources in accordance with Marlborough Hospital policy and applicable laws.

In requesting leave, where the leave is foreseeable, employees are expected to give at least 30 days notice to his/her manager. The above-listed leaves will be approved only upon the timely receipt of sufficient medical or other required documentation presented to and a determination made by Marlborough Hospital MedWorks.

Employees must notify their immediate manager regarding their intent to return to work at least two (2) weeks prior to the end of the approved leave period. Employees returning to work from an Extended Medical Leave, Parental Leave or Personal Medical leave (non-FMLA) are required to:

- a. Present a fitness-for-duty certification from their treating provider, and
- b. Schedule an appointment with MedWorks in order receive a medical clearance to be restored to active duty

The position of an employee on Personal Medical Leave (non-FMLA) is not protected and may be posted and filled depending on the operational needs of the department/hospital. The hospital will make a good faith effort to keep the position open for the period of the leave, or return employees to the position held immediately prior to the leave, if it is available, and subject to applicable state and federal regulations. Employees may be considered for another equivalent position if the original position is not available. Otherwise employees will be given a reasonable amount of time to apply for other positions as an internal candidate.

V. **PROVISIONS COMMON TO ALL LEAVES**

A. **Use of CARE Time**

When on an approved leave, all time is charged to available accrued CARE Time (for employees who may have a grandfathered Sick time Bank, available accrued time in the "Sick Bank" will be charged after the initial use of 24 hours of CARE Time for an employee's own personal illness or "serious health condition" as defined by the FMLA). Except for intermittent or occasional absences under the FMLA or SNLA, paid leave must be taken in increments equal to the employee's scheduled weekly hours. Only when all accrued CARE Time is exhausted will the unworked time be unpaid (see details and exceptions under each leave category listed above).

B. **Impact on Benefits:**

- If an employee is not receiving a paycheck during a leave, there is no benefit (CARE Time) accrual during the leave period.
  - Seniority continues during an approved leave for up to six (6) months from the date of the beginning of the leave, and is then "frozen" until the employee returns to work.
  - If on a paid or unpaid leave, health and dental insurance benefits will continue for a period of 16 weeks from the beginning of the leave at the employee's weekly deduction cost of the benefit premium. The Hospital will continue the contribution toward health benefits during this 16-week period.
  - The employee is responsible for the payment of their portion for health and dental insurance benefits to the Hospital if the leave is unpaid. Employees no longer receiving a paycheck while on leave will be responsible for the payment of their portion of any and all benefit premiums to the Hospital. An invoice will be sent to the employee upon return to work. Payments for these benefits are due in Human Resources on the first workday of each month. Failure to make payment within 30 days of the due date will result in coverage termination and loss of the benefit.
  - If, after the 16-week period of benefit continuation at the employee's weekly deduction portion of the premium cost, the employee has not returned to work, the employee may elect to stay on his/her current health insurance benefit through COBRA coverage. Payments for these benefits will be paid to the COBRA coverage vendor.
  - All Hospital-subsidized benefit programs such as long term disability, life insurance, and HIV insurance will continue for a period of 16 weeks from the beginning of the leave. Long term disability (LTD) claim benefits will stop at the end of the month immediately following the month when the leave began, except during a medical leave in which coverage is limited to the disability that created the need for the leave.
  - All non-Hospital subsidized benefit programs (supplemental life insurance, short-term disability, etc.) will end at the beginning of unpaid status (or the employee's net pay is insufficient to cover premiums) unless the employee continues to make full payment for the costs of these benefits to the Hospital or when invoice is sent upon return to work. Payment for these benefits are due in Human Resources on the first workday of each month. Failure to make payment within 30 days of the due date will result in coverage termination and loss of the benefit.
- C. For any leaves described above which refer to a twelve-month period, the Hospital will measure that period as a "rolling" 12-month period measured backward from the date an employee uses any leave under this policy. That is, each time an employee takes leave, the Hospital will compute the amount of leave the employee has taken under this policy in the last twelve months and subtract it from the 12 weeks of available leave. The balance remaining is the maximum amount of time the employee is entitled to take at that time. (Under FMLA, entitlement for the birth or placement of a child expires twelve months from the date of birth or placement.)
- D. Extension of Leave  
If a leave has been approved for a prescribed time period and the employee and, as appropriate, his/her health care provider, wish to seek an extension of that leave, the appropriate documentation must be submitted at least one week in advance of the expiration of the initial leave, understanding that there may be certain circumstances which may not allow advance notice of request for extension of leave. Requests for extension of a Medical Leave may be reviewed by MedWorks. An extension of leave will be considered but cannot be presumed nor guaranteed (see Extended Medical Leave).
- E. Events Causing Termination of Leaves: Leaves will be automatically terminated if:
1. An employee engages in work elsewhere during his/her normally scheduled hours
  2. The reason for the leave changes or no longer exists and the employee did not receive approval to remain on leave
  3. An employee misrepresented reason for the leave

4. An employee fails to return to work at the expiration of a leave or an approved and documented extension of the leave

F. Return to Work

In all instances in which an employee has been on leave for personal illness or injury in excess of five (5) days, or a Leave in excess of thirty (30) days (excluding maternity leave), employees must contact Employee Health / MedWorks to make arrangements for a return to work evaluation. Clearance is required at least twenty-four hours before an employee returns to work. See Employee Health Policy - EH 7.

If there is any conflict between this and other existing Hospital policies (particularly those referring to leaves), this policy supercedes.. Certain restrictions other than those outlined above may exist and employees considering a leave request should confer with Human Resources. Employees are welcome to review the complete text of applicable laws which are available in Human Resources.

Rescission: This policy rescinds former policies HR1j and HR1s dated 9/16/96 and 6/15/98 and 2/11/13, 4/29/13 respectively.

Reviewed/Revised: 05/01/04, 6/1/06, 2/11/13, 4/29/13, 1/1/14, 1/4/2016, 8/15/17

Developed by the Human Resources Department

**Marlborough Hospital**  
**Legacy Defined Benefit Pension Counter Proposal (2.0)**  
**4-8-19**

(7A) 4/16/19  
JW

It is our intention to continue the legacy defined benefit plan for those SHARE employees who elected that retirement plan option prior to October 1, 2004 and October 1, 2005. Benefits earned by eligible employees under the prior defined benefit plan as of September 30, 2004 will continue to accrue as set forth in the relevant plan documents. For employees who did not elect the defined benefit plan option, benefits are frozen as of September 30, 2004 and no further benefits will be earned under the plan.

Plan/benefit details are set forth in the relevant plan documents.

**Marlborough Hospital  
Management Rights  
4-8-19**

4/12/19  
AM  
QW

***(Adapted from the MNA-Marlborough Agreement)***  
**Management Rights**

The ~~Association~~-Union recognizes the right of the Hospital to operate and manage the Hospital. Without listing the generality of the foregoing, the Hospital reserves to itself, subject only to any express provisions of this agreement, the management of the hospital, the right to determine the hours, schedules of work, and to require reasonable standards of performance, and the maintenance of discipline, order and efficiency, the determination of medical and ~~nursing~~ employee care standards, operational and other policies, the determination of methods and procedures, the direction of the ~~nurses~~-employees and the assignment of work, the right to hire, suspend, promote and demote for just cause, the right to lay off employees for lack of work or for other reasons, the right to require reasonable overtime work, and the right to promulgate and enforce all reasonable rules relating to operations, care of patients, safety measure and other matters, providing, however, that the exercise of the foregoing rights of management, the Hospital agrees that it will not violate the specific provisions of this agreement.

## *Meal Breaks & Work Breaks*

**Meal Period:** Massachusetts law requires that employees who work more than six (6) consecutive hours are entitled to an unpaid 30-minute meal period. Meal periods should be uninterrupted and are not considered time worked. They should be scheduled as close to the mid-point of the work shift as is practical. Employees are permitted to leave the premises during their unpaid meal periods, and employees must record their time when leaving and upon return. With manager approval based on operational needs, an employee may voluntarily waive his/her right to a meal period, but may not be required to do so.

The 30-minute meal period will be paid in the following situations:

- If an employee is required to work during the meal period.
- If the employee is called back to work at any time during the 30-minute meal period.
- If an employee is required by their supervisor to remain on the premises during the scheduled meal period.
- If the employee is required by their supervisor to keep their communication device turned on during the scheduled meal period because of operational needs.

If an employee is required to carry a communications device it is the employee's responsibility to turn off the communications device during the meal period.

Employees who are having difficulty getting a meal break, or getting a meal break mid-shift, are encouraged to talk to their supervisor.

**Work Breaks:** As activity within the department allows, employees may be permitted two (2) 15-minute paid work breaks each day, one in each half day worked. There may be instances in which employees are not able to be released for breaks, but reasonable efforts will be made to schedule work activities to allow such breaks. Rest breaks are important and employees are encouraged to find time for their breaks. If employees are having difficulty finding time for their breaks because of workload, they may seek help from their supervisor.

Employees who work more than four (4) but less than eight (8) hours may be permitted one (1) 15-minute paid work break. Work breaks may not be used as part of the scheduled work day for the purpose of coming in late or leaving early. Work breaks are considered to be time worked and are paid. Employees will not receive additional compensation for missed and/or interrupted work breaks.



## New Caregiver Orientation

### I. PURPOSE

The New Caregiver Orientation program is intended to give the new employee a broad overview of Marlborough Hospital, its practices, policies and expectations.

### II. POLICY

- A. The New Caregiver Orientation program is managed by Human Resources.
- B. Department-specific orientation is provided in each employee's department.
- C. Employees must attend the first scheduled new employee orientation after beginning employment. In the event an employee is unable to attend Hospital-wide orientation within the prescribed time-frame, the employee's manager must provide an individual orientation for the employee including review of "Fundamentals" and post-test for documentation of meeting the mandatory education and training requirement. Each employee will also receive an individual orientation to their role (using the job description as a reference) as well as to their department that will be provided (or coordinated) by their Director through a Competency-based orientation.
- D. The Union will be allowed time at New Employee Orientation to meet new employees.

### III. PROCEDURE

- A. New Employee Orientation includes, but is not limited to:
  - 1. Mission/Vision/Values
  - 2. Customer Service/Guest Relations
  - 3. Environment of Care
  - 4. Risk Management
  - 5. Patient Safety
  - 6. Process Improvement
  - 7. Management of Information
  - 8. Ethics, Confidentiality, HIPAA
  - 9. Fire/Electrical Safety
  - 10. Security
  - 11. Infection Control/Standard Precautions
  - 12. "Right to Know" – Hazardous Materials
  - 13. Human Resources Policies and Procedures
  - 14. Corporate Compliance
  - 15. Anti-Discrimination, Sexual Harassment
- B. The Human Resources is responsible for ensuring that all applicable orientation forms, processes and evaluations are completed on a timely basis.
- C. For pay purposes, time spent in orientation is considered time worked.

### ***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.

Marlborough Hospital  
Counter Proposal  
1/22/19

TA  
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1/28/2019  
JM 1/29/19

**Outsourcing, Closing, or Selling Parts of Marlborough Hospital**

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

When Marlborough Hospital 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, Marlborough Hospital 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 Marlborough Hospital after contracting out, 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 ~~three~~ two (2) years. SHARE will be responsible for attempting to deliver recall notices to members whose positions were contracted out.

SHARE and Marlborough Hospital 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 Marlborough Hospital.

rec'd 1/22/2019

TA  
 gfw 1/28/2019  
 JM 1/28/19

**Marlborough Hospital  
 Counter Proposal  
 1/28/19**

**Paid Time Off**

Paid time off is available for scheduled positions of 16 hours or more per week. The chart below shows the amount of time off you accrue if you work 40 hour/week, in days per year and in hours per week, and also the maximum number of hours you can earn. If you don't work a 40-hour week, your paid time off is prorated and you can use the "value per hour" column of the table (accrual per hour paid) to calculate what your accrual rate is. Multiply the "value per hour" rate by the number of hours you were paid for (up to 40 hours/week) to get your accrual for the week.

**A. CARE Time**

CARE Time is a single "pool" of paid time off and combines what was formerly called vacation, sick, personal and holiday time. The amount you accrue depends on your seniority within a budgeted position.

Service	Paid Holidays	Vacation Days	Sick Days	Total # of Days	Hours	Value per Hour	Max Care Hours per Week
0-3 years	10 (8 observed + 2 floaters)	15	6	31	248	0.119	4.76
after 4 years	11 (8 observed + 3 floaters)	15	6	32	256	0.123	4.92
after 5-8 continuous years	13 (8 observed + 5 floaters)	15	6	34	272	0.131	5.24
after 8 through 19 years	13	20	6	39	312	0.15	6.0
after 20 years	13	25	6	44	352	0.169	6.76

**B. Use of Scheduled CARE Time**

**Accrual, maximum accrual, cashing out, payment**

1. SHARE hourly staff accrue CARE Time from the date of hire into a budgeted position.
2. CARE Time entitlement is based on the employee's seniority and weekly budgeted hours.
3. CARE Time is accrued weekly and is based upon hours paid, not to exceed 40 paid hours per week. CARE Time begins to accrue for eligible employees beginning with the first hour worked but may not be used until completion of the 90-day introductory period (if a declared holiday falls within this 90-day period, the employee may, upon request, be advanced paid time).

rec'd from mgmt 1/28/2019

4. If a per diem employee, employed by the Hospital for a minimum of six months, takes a position eligible for CARE Time, there will be a 30-day waiting period for CARE Time.
5. Maximum accrual of hours: unused CARE Time may accumulate year to year, but may not exceed the maximum hours as indicated below (based upon the employees regularly scheduled hours per week):

Scheduled Hours per Week	Maximum Accrual Hours	Maximum Accrual Days
40	520	65
32	416	52
24	312	39
16	208	26

6. Cashing out of CARE Time:

- a. Employees may elect to receive cash equal to two (2) weeks per calendar year of regularly scheduled time in lieu of taking paid accrued CARE Time off. Additionally, for each week of vacation taken by an employee in a rolling year, one (1) week of pay may be cashed out.
- b. Employees must have accrued CARE Time on the books to cash out time.
- c. Payment will be computed at the employee's current base rate, will not include shift differentials, and must be in an amount equal to the employee's regularly scheduled hours per week. Payment will be included in an employee's weekly paycheck.

7. Payment of CARE Time:

- a. All pay for accrued CARE Time will be computed at the employee's current base pay rate.
- b. Care Time may not be paid if the total amount of hours including the CARE Time brings the total weekly hours above and beyond the employee's weekly scheduled hours. An exception will be made to this section during the week of a holiday or when approved by a manager when the employee takes hours off or works extra hours to "flex to volume" or to fill an authorized staffing need.
- c. When working of an additional shift during a week in which CARE Time is used results in the employee exceeding scheduled hours, there shall be no corresponding reduction of paid CARE Time hours taken in that particular workweek and the employee will not be paid the CARE time hours. When CARE time is used and it results in the employee exceeding scheduled hours, the CARE time will be paid if the additional shift or extra hours occur within the week of a holiday or when the employee takes time off to "flex to volume" at the approval of the manager, or when filling an authorized staffing need.
- d. In situations where the working of an additional shift to fill an authorized staffing need during a week in which CARE Time is used will result in the employee being eligible for additional hours over scheduled hours, the employee has the option to request that the CARE Time be retained in the CARE Time accrual bank thereby reducing the actual number of hours paid for the week to scheduled hours or the employee may be paid for additional hours over scheduled hours.
- e. Paid CARE Time for time not worked will include shift differential for employees regularly scheduled for the evening or night shifts. Cash payout of CARE Time in lieu of paid time-off, however, does not include shift differentials.

**C. Use of CARE Time for Vacation and Personal Time**

CARE Time may be approved for any period of time, up to the total CARE Time accrued. Payment of CARE Time starts with the first day of absence.

Accrued CARE Time is charged for all absences from scheduled work hours (except as specified in part E below) and only when all accrued CARE Time has been used, will time off without pay may be permitted (typically for a leave of absence).

**D. Use of CARE Time for Holiday Time**

CARE Time may be approved for any observed holiday or floating holiday, depending on the operational needs of the department. The Hospital traditionally closes some departments and observes eight paid holidays per year and two floaters. They are:

New Year's Day	January 1 <sup>st</sup>	Formatted: Superscript
President's Day	3 <sup>rd</sup> Monday in February	Formatted: Superscript
Memorial Day	Last Monday in May	Formatted: Superscript
Independence Day	July 4 <sup>th</sup>	Formatted: Superscript
Labor Day	1 <sup>st</sup> Monday in September	Formatted: Superscript
Columbus Day	2 <sup>nd</sup> Monday in October	Formatted: Superscript
Thanksgiving Day	4 <sup>th</sup> Thursday in November	Formatted: Superscript
Christmas Day	December 25 <sup>th</sup>	Formatted: Superscript
Floating	2 Days	Formatted: Superscript

When certain holidays fall on a weekend, Marlborough Hospital 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 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.

**E. Use of CARE Time for Leaves of Absence**

Leaves of absence or time off granted to regular employees entitled to required military reserve duty, jury duty and bereavement leave (see respective policies) do not require the use of CARE Time.

**F. Use of CARE Time while on Short Term Disability (STD) Insurance**

A SHARE member out sick, who is receiving short term disability payment, is eligible to supplement these payments with Care Time. The combined total payment must be at least 100% of an employee's weekly wages.

**G. CARE Time and End of Employment**

Upon the end of employment, a SHARE member with accrued and unused CARE Time who has worked continuously for more than ninety (90) days is entitled to receive payment at their then hourly rate for that unused time. Cash payout of CARE Time in lieu of paid time-off does not include shift differentials.

TA 7/25/2019  
AC  
JM

**SHARE Proposal  
Side Letter  
7-22-2019  
(Updated from 4/5/2019)**

All per diem staff who were eligible to vote in the NLRB union election on April 10<sup>th</sup> and 11<sup>th</sup>, 2018 ~~will~~ can choose to remain in the SHARE bargaining unit and covered by this collective bargaining agreement. If questions arise about specific individual situations, SHARE and Marlborough Hospital will use a problem-solving approach to work through the issue.



**Marlborough Hospital**

**Revised Counter Proposal**

**1/28/19**

**Policies and Procedures**

Unless a policy or procedure has been changed, either in the collective bargaining agreement or by negotiations between the parties during the term of the collective bargaining agreement, the existing policy or procedure remains in place. Any changes in policies resulting from this process will be communicated to managers and SHARE employees.

JW 8/24  
JM

Preamble

SHARE and <sup>UNION</sup> Marlborough Hospital wish to establish the foundation of a strong, collaborative relationship.

We enter into this agreement with our eyes wide open -- we understand that building a <sup>collaborative</sup> union-management relationship 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.

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 work lives 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. SHARE recognizes that with this comes the responsibility to view issues through the lens of what's best for the entire Marlborough Hospital community.

Our mutual vision is to have a strong relationship 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 relationship:

- Participation in performance improvement by all levels of employees can create the workplace culture we seek.
- 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 lifelong learning and 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.

**SHARE**  
**Revised Proposal 7/25/19**

**Preceptor Pay Guidelines**

A department may provide preceptor pay to qualified SHARE staff at its discretion. Departments that already provide preceptor pay will continue to do so at their current preceptor rate.

Managers shall determine which SHARE members are eligible to 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.

**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 (3) months~~ <sup>90 days</sup> 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 should use a problem solving approach. New employees in their probation period can request to have a SHARE Employee Rep or Organizer accompany them to meetings and support them, but they will not have access to the Appeal process.

2/4/2019  
JW  
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**Marlborough Hospital  
10/22/18 Counter Proposal**

TA 10/22/18  
1m JAW 10/22/2018

**Release Time for Union Meetings and Trainings**

The plan 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 our shared success.

At the request of the union and upon approval by management, 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 meeting and/or trainings with the need for departments to operate efficiently, the parties agree to work cooperatively to attain this balance. A request for release will be made as far in advance of the time away from work as reasonable under the circumstances.

We agree that release time may be used for:

- Union Executive Board meetings and Union Representative meetings
- Problem solving meetings
- Labor-Management meetings
- Contract Negotiations
- ~~Process Improvement projects~~
- Occasional other needs such as assistance with layoffs, poll watching, etc.

### ***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.

**Marlborough Hospital  
12/17/18 Counter Proposal**

(FA) JM  
JCW 1/7/2019 1/7/19

**Schedule Changes**

The parties agree that efforts will be made to give 60 days notice of the need to change regular work schedules, with a minimum of 30 days. 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 rare 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 the such a schedule change will be finalized following ~~viewed as tentative until the~~ continued discussion ~~and during the 30- day notice 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.

### **Scheduling Overtime and Extra Time**

The opportunity to work extra time and overtime should be fairly distributed among qualified SHARE staff, when extra time or overtime is required for operational needs. A fair system to distribute extra time and overtime 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 in the department, volunteers will be offered the extra time and overtime by seniority on a rotational basis and 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 employees for work at overtime pay. Once a department schedule is posted and additional hours need to be filled, they will be offered as follows:

1. Regular part-time SHARE staff in the department, up to 40 hours
2. Per Diem staff for straight time in the department
3. Part-time SHARE staff from a different department, but qualified to perform the job, for straight time
4. Full-time and regular part-time SHARE staff and per diem staff in the department for over-time pay



TA 8/27/13  
AM  
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8/27/18

to union  
8/27/18  
- 1/15

### Scheduling Vacations

1. Scheduling vacations should be done in a thoughtful and fair way, so that as many employees as possible can have their preferred vacation time. The system for achieving this goal should be determined at the department level through a collaborative process between local managers and local union members. When a SHARE member requests time off, they will get an answer promptly. It is agreed that the operating needs of the department must be met at all times.
2. Managers and SHARE members will work together to document existing local practices regarding vacation schedules.

**Marlborough Hospital  
Counter Proposal  
1/28/19**

TA

JCW 1/28/2019  
JM 1/28/19

**SENIORITY**

Seniority means length of continuous employment by the Hospital in a budgeted position. Service in a non-SHARE budgeted position before transferring to a SHARE title will count.

~~Seniority will be lost when a SHARE member resigns or is terminated.~~

**Adjusted Date of Seniority:**

If an employee has a break in service of greater than six (6 months), his/her seniority date will be lost. However, if an employee has a break in service of bridged as long as the break is six (6) months or less, his/her seniority date will be bridged.

**What Seniority is Used for:**

- a. Layoff (by reverse seniority, see Work Security, page \_\_\_)
- b. Benefit accruals (see Care Time, page \_\_\_)
- c. Transfer of employment (see Career Development, page \_\_\_)
- d. Seniority may play a role in departmental policies of scheduling vacations (see page \_\_\_), and scheduling extra time and overtime (see page \_\_\_).

nic'd 1/28/2019

**Marlborough Hospital  
Shift Differentials Counter Proposal  
3/11/2019**

(TA)  
3/11/2019  
JCW  
3/11/19

**Rates:**

- Evening Diff: /hour
- Night Diff: /hour
- Weekend Diff: /hour

**Definitions**

For purposes of this Article, the following definitions shall apply

- Day shift: any shift finishing before 5:59 p.m. where the majority of hours are worked after 6:45 a.m.
- Evening shift: any shift not included in the definition of a day shift during the hours between 2:45 p.m. and 11:15 p.m.
- Night shift: any shift not included in the definition of a day shift during the hours between 10:45 p.m. and 7:15 a.m.
- Weekend shift: hours between 10:45 p.m. on Friday and 11:15 p.m. on Sunday.

**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.

Employees who work on a day shift will not be eligible for the differentials when working their regularly assigned schedules, even if hours overlap into the other shifts. However, when a day shift employee works beyond his/her regular work schedule and those extra hours extend beyond the 5:59 p.m. end of the day shift, or begin more than one hour before the end of the night shift (6:15 AM), applicable differentials will be paid for hours worked during the defined evening and night shifts.

Employees receive the appropriate shift differential for vacation time hours paid and holidays that occur during scheduled paid time off, ~~and~~ However, except as required by law, employees do not receive shift differentials for sick time.

**Shift Extension Incentive**

Employees working a day shift as defined above who extend their scheduled shift 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.

If an employee is on assigned on-call and is called into work during an evening, night or weekend shift, s/he shall be entitled to differential for each worked hour during those shifts.

If an employee is regularly assigned to a day shift and s/he requests, for his or her own convenience, to work at times which would normally be eligible for shift differential, those worked hours will not be eligible for shift differentials as described above. Prior to working those shifts, such a request must be approved by the employee's Manager.

For the purposes of this provision, "at the request of management" is narrowly defined as when a manager specifically requests that an employee stay beyond their scheduled shift and the employee agrees.

#### **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.

**Marlborough Hospital  
Counter Proposal  
2/11/19**

**Solving Problems at Work**

**Problem Solving**

Problems will arise in any workplace. We want to solve them productively, minimizing antagonism and strengthening a healthy union-management relationship. “Problem Solving” describes a collaborative interest-based approach that we agree to use whenever possible for any kind of issue. The goal is to find a solution or approach that everyone can live with.

**Guiding Principles**

- Using ideas from “Just Culture”, problems and issues should be viewed as opportunities to improve the work process and how we work together.
- Interest-based problem-solving methods help move parties to find solutions that work for everyone. (Each party identifies their interests (what they care about), and the group generates options to solve the problem after understanding each other’s interests.)
- 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 individuals or groups involved in the problem should be involved in the process of solving it.
- Every problem is different and may require a unique solution.
- The process should be flexible. Members of the problem solving team can modify the process by mutual agreement, including time frames.

When a problem develops, as defined by either an individual employee, a group of employees, a supervisor or manager, the SHARE union or Marlborough Hospital, 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 employees and supervisors in this process, and to help facilitate the discussion and find a solution. This step may take more than one conversation, and may involve additional people.

**Appeal Process: Escalating the Problem to Resolution**

When the methods described above do not succeed in resolution of an individual disciplinary or other kind of problem at the local level, the problem can be escalated to Marlborough Hospital and SHARE leaders, and to an outside neutral mediator if necessary. The Appeal process must be initiated within fourteen (14) calendar days of unsuccessful resolution of the problem at the local level or 21 calendar days from when the problem should have been known.

**Step 1:**

Step 1 should involve the affected employees and supervisors/managers, and possibly a SHARE Rep or Organizer and/or someone from Human Resources. Discussions should use the principles above.

If the problem is not resolved at Step 1, it may be sent to Step 2 within seven (7) calendar days. To proceed to Step 2, the problem should be identified and communicated in writing to Human Resources and the managerial person involved in Step 1. The communication must identify the problem as being moved to Step 2.

### **Step 2:**

SHARE and Marlborough Hospital will assign a union-management pair to work together as a team to find a solution that is acceptable to both all parties. The goal of Step 2 is to involve new people with perspectives on the whole organizations to see if they can find a solution that is all parties can live with.

### **Step 3: Mediation to Final Conclusion**

The Union shall have 60 days from the decision at Step 2 to file for mediation/arbitration. The union shall provide Human Resources with a status update within 30 days of the decision at Step 2 if a case is being considered for mediation/arbitration.

If proceeding, Marlborough Hospital and SHARE will jointly choose a mediator and a date for the case. If the parties agree that mediation to final conclusion is not appropriate for the situation, they will choose an arbitrator. 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.

## **Coaching and Discipline**

Marlborough Hospital 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 Marlborough Hospital'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. A disciplinary process is, in most instances, intended to provide employees with the opportunity to change their conduct or to correct performance problems with guidance and assistance from their manager. The Hospital will

attempt to ensure that all such discipline will be appropriate to the offense, will be timely, and will be applied consistently.

**PROGRESSIVE DISCIPLINE PRINCIPLES:** Where appropriate, employees will normally be provided appropriate counseling and an opportunity to correct performance or conduct problems. In most instances, progressively more severe action will be taken if the employee has not corrected the problem or if the pattern of unacceptable behavior continues.

In more serious instances, some issues or problems may not lend themselves to progressive discipline and immediate and more serious discipline may be taken in the first instance.

### **Guiding Principles**

- We will use a Problem-Solving approach to discussions about discipline.
- We will resolve performance issues at the most informal level possible.
- Direct conversation by the employee and supervisor are the most effective method to set up mutual effort to address performance or conduct issues.
- We will strive to strengthen the supervisor-employee relationship during difficult discussions.
- Mistakes can be opportunities to improve a work process. We will look for such opportunities to move our focus from individual performance to a system view.
- The employee's confidentiality should be respected by all participants.
- It is the intent of both SHARE and Marlborough Hospital to move the discipline process quickly, once a problem is discovered.
- Union representation and the Appeal 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 to be able to do their job better. Coaching is encouraged – frequent and good communication helps people get the work done better. Coaching is not considered discipline. When used effectively it can prevent the need for discipline.

### **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. It is important to address the issue in a timely manner. The supervisor should meet with the employee prior to determining the appropriate course of action.

Prior to a meeting:

- The employee should be informed about the need for a meeting, the topic of the meeting (unless there is a compelling reason not to), and whether the result may lead to discipline.
- If the result of the meeting may lead to discipline, the employee can request the assistance of a SHARE Union Representative or SHARE Organizer. If the SHARE

member does not want a Union representative, he/she should be asked to sign a statement indicating that.

- SHARE Employee Union Reps and/or SHARE Organizers must be given enough notice ahead to arrange to attend the meeting. Scheduling flexibility is encouraged.
- SHARE and Human Resources must be contacted for any situation that may result in a final written warning, a suspension, or termination.

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.
- If possible, the employee and supervisor should try to find a solution to the perceived problem.
- If necessary, the supervisor should explain how the employee could meet the expectations and set a timeframe for improvement with the employee.
- If the supervisor believes that disciplinary action is the best option for helping the employee to improve their performance issue, 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 Human Resources person, 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.)

With each step of disciplinary action, a corrective action plan (if applicable) with time frames should be included in the memorandum to assist the employee in bringing performance back to an appropriate standard.

#### **Steps of the Discipline Process:**

- A. Verbal Warning
- B. Written Warning
- C. Final Warning, with or without suspension
- D. Termination

**A. Verbal Warning:** A verbal warning is the first step in the formal disciplinary process. In contrast to a coaching, the verbal warning must be documented using the disciplinary form and placed in the employee's department file. The verbal warning should also note future disciplinary action if improvement doesn't occur.



**B. Written Warning:** The manager should consult with the Human Resources Representative prior to any investigatory meeting with the employee. The warning should describe how his/her performance or conduct continues to be unsatisfactory, to make clear what change is required, and to describe the likely consequences of failure to correct the problem. Such warnings will be in writing and may be repeated if it would be productive or appropriate to do so.

**C. Final Warning:** Although a “final warning” typically follows previous warning(s), a final warning may also be the first step in response to a serious violation or problem. The employee is advised as above and provided written notice as above. A breach of a final written warning normally results in discharge of the employee.

**Suspension:** ~~Often~~ Used in conjunction with a final warning, or it may be the first or second step in response to a more serious violation. After appropriate investigation, the employee is dismissed from work without pay.

A suspension may be of varying length according to the gravity of the issues, but is typically one, or three working days. Consultation with Human Resources is required when contemplating suspension. The employee is advised of the dates of the suspension, including the date on which s/he is to return to work. The serious impact that losing pay has to most employees will be part of the decision about the number of days of unpaid suspension. Under extraordinary circumstances, SHARE and Marlborough Hospital may agree to a suspension of more than 3 days through the Appeal process.

*Decision-Making Leave:* A one-day suspension with pay in which the employee is asked to use the day to think about whether he/she really wants to continue to work for the Hospital. Upon return a final decision is presented by the employee. If the answer is yes, a written corrective action plan must be presented to the manager, reviewed discussed and signed off before the employee can return to work.

**E. Termination (Discharge):** Termination is typically reserved for those cases in which other corrective measures have been exhausted and it is normally preceded by lesser degrees of discipline. If an employee has demonstrated an unwillingness or lack of intent/ability to correct the unacceptable performance/conduct after investigation, due notice, etc., termination of employment will follow. Discharge may also be appropriate in either the first or second instance in which the offense is of such a grave nature that discharge is the reasonable and fitting consequence.

**Adding Information:** At any step, an employee may add a written statement with any information or explanation to their file regarding their view of the issue.

**Investigatory Paid Leave:** An investigatory paid leave removes an employee from the workplace while an investigation and/or Appeal 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.

If the outcome is a disciplinary suspension, it will begin after the decision is reached.

**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.

**EMPLOYEE ASSISTANCE PROGRAM (EAP):** The Hospital has an Employee Assistance Program to assist staff and managers in managing difficult situations when personal issues outside of work play a role. The EAP is a resource that you are encouraged to utilize. Contact Human Resources for further information.

**Inactive disciplinary action:** After one (1) year has passed from the last disciplinary action with no further related problems arising, most disciplinary actions will no longer be active for progressive disciplinary purposes.

Whether or not a discipline remains active depends on the circumstance, for example in serious cases, such as those involving regulatory issues, sentinel events, violence in the workplace, or workplace harassment, discipline may be designated to remain active for longer than one (1) year. Questions concerns of what remains active will be worked out through the problem solving process, except that Step 3 is not available.

1/22/19

(FA)

FM JW

**Successor**

This agreement shall be binding on any and all successor and assigns of Marlborough Hospital,  
in accordance with applicable law.

HUMAN RESOURCES  
POLICY AND PROCEDURE MANUAL  
FOR  
MARLBOROUGH HOSPITAL  
MARLBOROUGH, MASSACHUSETTS

TA 9/17/18  
JM  
JFW

EFFECTIVE DATE: 10/05/2008 POLICY: HR28a  
REVISED DATE: 01/01/2016 PAGE: 1 OF 2  
REVIEW DATE: 01/01/2016 AUTH BY: Francis Meringolo

CATEGORY: HUMAN RESOURCES  
SUBJECT: EDUCATION AND VOCATIONAL TRAINING

I. PURPOSE

To describe the eligibility requirements and the processes to participate in continuing education as well as the Hospital's tuition reimbursement program.

II. POLICY

A. Tuition Reimbursement

1. Eligibility: Employees who are regularly scheduled for twenty-four (24) or more hours per week and who have been continuously employed by the Hospital for three (3) months may apply for tuition reimbursement up to a specified annual amount.

Tuition reimbursement may only be applied to the cost of tuition (cost per credit hour or course) and is not provided for course-related "other" expenses such as books, parking registration fees, etc.

Reimbursement is applied for attendance at colleges or universities of recognized educational and academic standing, and for "for-credit" courses which either lead to a degree or is specifically job-related (that is, it is required for the performance of the employee's current job or one which s/he might reasonably perform at the Hospital in the future).

Tuition reimbursement is also available for vocational training leading to a license or certification that is specifically job-related (that is, it is required for the performance of the employee's current job) and approved by the Manager or Director.

2. Application: Forms requesting Tuition Reimbursement may be obtained in Human Resources. Applications must be submitted to the Human Resources Department with a Director's signature prior to the beginning of the course. If appropriate eligibility requirements, as set forth above, are met, notification of approval of reimbursement eligibility will be sent to the employee. No reimbursement will be paid if written approval was not secured prior to the beginning of the course, or if eligibility requirements are not met.
3. Reimbursement: Upon completion of the course, the employee should forward to Human Resources: a) evidence of a satisfactory final course grade of "C" or better (as defined by the college/university) and b) a receipt for payment of tuition fees. Human Resources will then forward all necessary documentation for reimbursement.

Reimbursement is based upon regularly scheduled hours per week at the conclusion of the course, and the employee must be actively employed by the Hospital at the time that the course is completed. Employees who receive tuition reimbursement agree to remain in the employ of Marlborough Hospital for one (1) year following the completion of such course for which s/he received tuition reimbursement. In the event that the employee shall fail to remain employed, the employee shall pay the Hospital the amount for said tuition reimbursement, or the Hospital may deduct said amount from any moneys due to the employee at the time of his/her termination, or take such other action deemed necessary to recover such amounts for the Hospital.

Actual tuition costs will be reimbursed to a prescribed maximum limit for the twelve-month period beginning October 1<sup>st</sup> as follows:

40 hours/week:	\$1,700 per year
32 - 39 hours/week:	\$1,400 per year
24 - 31 hours/week:	\$1,100 per year

#### B. Continuing Education through Departmental Resources

1. **Mandatory Education:** If, in the opinion of the Director, an education program addresses a skill that is not currently possessed by an employee and that skill is required in the performance of the employee's duties, that program will be considered "mandatory". Other continuing education programs will not, therefore, be considered mandatory.

If an educational program is considered mandatory, the employee will receive his/her normal base pay for those hours in attendance at the program, not to exceed eight (8) hours, even if the program is held at a time other than the employee's regular schedule. These hours will also be considered time worked for purposes of determining overtime eligibility. If the educational program exceeds three (3) days, applicable differentials will be applied.

An employee may, upon return from a mandatory program, be asked to provide a summary, demonstration or report of the key elements of the program for the benefit of other staff.

2. **Voluntary Education:** Attendance at programs not considered mandatory are, therefore, voluntary and will not normally be compensated. If, however, it is determined by the Director or Senior Manager that attendance by the employee at the program would benefit the Hospital, registration and/or paid time may be provided, subject to the availability of budgeted funds in the department and Hospital

Employees may be required to attend voluntary education programs on their own time and/or be required to modify their normally scheduled hours so that attendance at the program will not interfere with the employee's work or departmental work schedule.

#### C. Other

All requests for time off and/or reimbursement must be approved in advance by the employee's Director or Senior Manager. Requests should be submitted at least four weeks in advance of the beginning date of the program, or prior to the end of the course for tuition reimbursement.

Rescission: This policy rescinds former policy HR28 dated 2/1/03, 5/1/04 and 8/1/06, 7/15/10.  
Reviewed: 10/5/08, 2/11/13, 01/01/2016  
Developed by the Human Resources Department.