

Agreement

between

UMass Memorial Marlborough Hospital



and

SHARE
AFSCME Local 3900

always
ESSENTIAL!



December 1, 2021 – November 30, 2024

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UMass Memorial Marlborough Hospital
&
SHARE

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SHARE and Marlborough Hospital-Building Community
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Preamble

SHARE and UMass Memorial 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 collaborative 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 goals.

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 understanding 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 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.

<p>Civility and Standards of Respect: A Policy of Kindness</p>

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 caregivers of Marlborough Hospital.

This is embodied in the UMass Memorial Standards of Respect, which describe how we interact with each other, our patients and their families, and 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 timeframe 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 be.

Participatory Work Culture Agreement

SHARE and Marlborough Hospital commit to fostering a participatory work culture by creating opportunities for SHARE employees to improve patient care and our day-to-day experience at work. We believe that to make Marlborough Hospital the best place to give care and the best place to get care, SHARE members and management must work together.

Together we will be better able to:

- Continuously improve the care for our patients.
- Allow front-line SHARE employees to participate in improving the work as respected partners, increasing our involvement in decisions and employee engagement.
- Create a culture where all employees treat each other with kindness and respect, no matter what their position, allowing all employees to reach their full potential.
- Increase our flexibility to respond to the rapidly changing healthcare environment.

To achieve this, the labor management committee will start by identifying one hospital department that is best positioned to embrace a model of participatory work culture where SHARE members and managers/supervisors will participate in collaborative process improvement and team-based work. The goals are to improve the day-to-day experience for everyone who works in the department, to deliver high-quality patient care, and to improve the operational functioning of the department. The labor management committee may identify others to engage in process improvement work.

SHARE members and managers/supervisors from these identified departments, with the support from the labor management committee, Labor Relations, HR and SHARE will start by meeting monthly to explore options for creating a participatory work culture including but not limited to:

- Optimization of *Innovation Station* and other process improvement tools
- Establishing union-management teams work structures such as Joint Working Groups, Unit-Based Teams or others.
- Utilization of Lean training or other union-management joint trainings

The labor management committee may decide to dedicate resources to help launch, improve, spread, and sustain a participatory work culture model. These resources might include, but are not limited to:

- Process improvement coaches
- Lean training
- The SHARE-Marlborough Hospital Labor-Management Committee
- The UMass Memorial Labor-Management Partnership
- Release time for SHARE members to participate

Employee and Position Classifications

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 (subject to the process in the last paragraph of section C) 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.

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 fulltime. 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.

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.

Career Development, Transfers, Job Postings, and Hiring Preference

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

Job Postings

It is our goal to encourage employees' growth within a department and the hospital. Job openings will be posted on bulletin boards and electronically on ournet and Jobvite at the same time for 7 days. Department managers are encouraged to communicate with all SHARE staff on the unit about the opening.

Job openings may be posted externally at the same time as internal postings if it is anticipated that there are no qualified internal applicants.

Transfers

- A. Application: Employees must complete an on-line application through Jobvite within the posting period. All applications are reviewed by the hiring manager and Human Resources to determine if the candidate meets the minimum qualifications for the position, as described in the job description and unit specific standards. Transfer applications will be handled confidentially, to the extent consistent with business needs.

- B. Interview: Qualified applicants will be referred to the hiring managers for further consideration and possible interviews.
- C. Hiring Decision: Selection is based upon qualifications, experience and past performance, including documented disciplinary history. Where internal candidates are equally qualified (i.e. they have the same qualifications, experience, and past performance), SHARE seniority will be the determining factor for selection.

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

If no internal candidates apply during the posting period who are reasonably determined to be qualified for the job, it may be filled by an external candidate.

- D. Job offers: All job offers are made by Human Resources. Offers of employment are contingent upon satisfactory completion of all transfer/pre-hire requirements. Additionally, employees may be required to provide evidence of appropriate licensure (as needed), work authorization, education, etc. prior to beginning employment.
- E. Retaining Seniority: Employees who transfer will retain their SHARE seniority for layoffs and accruals. (See the section on Seniority for more information about Competitive Seniority in a Department.)
- F. Position Expectations and Orientation: It is the hiring manager's responsibility to 1) discuss the job responsibilities, required competencies and expectations in detail with the employee, and 2) to provide a complete departmental and position orientation.

Transfers and Active Discipline: Employees who have active discipline, even if it was documented within the last six (6) months, are eligible to apply to transfer to a different position. As with all transfer applications, the hiring decision will be based on qualifications, experience, and past performance, including documented disciplinary history.

Extended notice period: It is expected that employees will be transferred into the new role as soon as possible and usually within 30 days. However, the timeline may be extended based on operational needs, in which case such extension will be resolved with the SHARE representative and the employee using a problem-solving approach.

When you can transfer/transfer back: Employees are expected to work in a department for at least six (6) months before transferring to a different department. Exceptions can be made by mutual consent between the employee and the managers in both the old and new departments. This includes the situation in which an employee desires to apply to transfers back to their old position (if it is open).

If you don't get an interview, or don't get the job: Upon request to Human Resources, transfer candidates will receive a general explanation of why they did not get the job and constructive feedback related to that decision.

Training

SHARE and Marlborough Hospital endorse flexibility in scheduling to facilitate employees who want to pursue training opportunities, given that the operational needs of the department must be met.

SHARE and Marlborough Hospital make a strong commitment to internal training. It's good for employees to learn new skills and to move into higher paid positions, and it's good for the hospital to train internal people to fill hard-to-fill vacancies. The parties will work with the following ideas and principles:

- A. Make classes and clinical training accessible by locating them at Marlborough Hospital or other UMass Memorial sites whenever possible.
- B. Consider development of career ladders in job families where appropriate.
- C. Encourage departments to be flexible in scheduling to facilitate SHARE employees attending classes.
- D. Attempt to identify and obtain tuition assistance for training programs.

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 and subject matter experts from either the Hospital or the union may be invited to participate. The annual calendar of monthly meetings will be determined in the first meeting. Meetings will be held in Hospital conference rooms, virtually, and at the Gemba “go and see” where appropriate. The purpose of the committee is to foster positive labor-management relations, surface and address issues of mutual interest, support process improvement for frontline work, and ensure regular communication with relevant stakeholders.

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

Topics for discussion may include, but are not limited to:

- **Staffing and Workload**

Collaborate, using a problem-solving approach, in resolving staffing and workload challenges that can't be resolved at the department level (for more information, see Staffing on page 27).

- **Compensation and Reclassification**
Jointly discuss and review ongoing questions of job classification and compensation. We will look at problems of retention, recruitment, internal equity, and market competitiveness and decide appropriate next steps.
- **Employee Retention and Recruitment**
Jointly understand and discuss contributing factors to employee retention through proactive communication and employee exit interviews. Collaborate on interventions that might assist with job attractiveness and employee retention.
- **Participatory Work Culture**
Jointly identify hospital departments that are best positioned to embrace a model of participatory work culture where SHARE members and managers/supervisors will participate in collaborative process improvement and team-based work. Additionally, jointly discuss resources needed to launch, improve, spread, and sustain a participatory work culture model (for more information, see Participatory Work Culture on page 6).
- **Career Development**
Discuss opportunities for career development, training, and continuing education.
- **Labor Management Relations**
Co-design and facilitate trainings and discussion among managers and staff to enhance collaboration, problem-solving, and resolution of issues as they arise.
- **Environmental Health and Safety**
Explore ways to reduce environmental health and safety risks, stress, and promote health and safety practices.
- **Patient Care and Patient Safety**
Jointly assess and explore different ways to improve and enhance patient experience, as well as maintaining high quality patient-centered care.
- **Mutual Gain and Goal Sharing Options:**
Explore mutual gains and goal sharing options such as collaborating on joint educational opportunities to enhance understanding and use of benefits, as well as improving and sustaining a successful hospital and a healthy work environment, and working together on public policy issues of mutual interest.

Release time for attendance at labor-management meetings is set forth in [Release Time for Union Meetings and Trainings, p 34].

Wages

Wages

Year 1 (retroactive to 12/5/2021): 4% ATB or a \$0.80/hour minimum raise, whichever is greater. The retroactive payment will be made based on the employee's applicable rate of pay.

Year 2 (effective 12/4/4/2022): 3% ATB or a \$0.60/hour minimum raise, whichever is greater.

Year 3 (effective 12/3/2023): 3% ATB or a \$0.60/hour minimum raise, whichever is greater.

SHARE members on the payroll on the day of ratification are eligible for a retro payment. The retro payment will reflect the SHARE member's pay rate(s) from 12/5/21 until the retro is paid. If the pay rate changed in that period, their retro will be calculated by the old rate until the date of the new rate, when that new rate will be used.

Pay Rates Upon Hire, Transfer & Promotion

A. **New Hires** External applicants will be hired at an applicable rate based on creditable experience. The Hospital will determine the pay rate for new hires by slotting* them based on the rates of current employees and/or using the pay ranges associated with that role's pay grade. New hires cannot be hired below the minimum or over the maximum of the grade's range. If a new hire is brought in at a higher rate of pay than another member with equal or more experience, then those other members will be adjusted up to the amount of the new hire. This must be approved ahead of time by the Director of Compensation and senior management. If an error is made in recruiting resulting in an inequity, then management and SHARE will meet to discuss.

*Slotting means to look at those with experience both below and above the candidate (when applicable) to help determine the new hire's offer.

B. **Lateral Transfers Within SHARE:** Caregivers transferring within the same grade will not have their rate of pay adjusted. If management determines that such a transfer would create internal inequity, it may increase the transferring caregiver's rate.

C. **Transfers From Benefited Positions Outside SHARE:** Rates for caregivers transferring from a benefited position outside of SHARE will be determined the same way as rates for external applicants.

D. **Promotion Within SHARE:** The caregiver will receive a promotional increase of 5% per grade up to a maximum 15% (for three pay grades). If management determines that the new rate following a promotion would create internal inequity, it may increase the promoted caregiver's rate. Promotions cannot result in someone going over the maximum of that new position's pay grade. If the increase to the maximum of the new grade is less than 5% per grade, the residual will be paid in a lump sum.

E. **Demotion Within SHARE:** Caregiver's who voluntarily transfer down will have their rate reduced by 5% per grade up to 15% (for three pay grades). If management determines that the new rate following a voluntary transfer would create internal inequity, it may increase the promoted caregiver's rate. A demotion cannot result in a pay rate

being below the minimum of the new pay range. If the caregiver is demoted more than three pay grades, then SHARE and management will problem-solve.

- F. **Involuntary Transfers:** Involuntary transfers resulting in a lower grade will remain at the rate of pay they were earning prior to the involuntary transfer as long as it is within three pay grades. If greater than three pay grades, then SHARE and management will problem-solve.

When a caregiver transfers laterally within SHARE (under section B), promoted (under section D), is demoted (under section E), or transfers involuntarily (under section F), into a title at a higher rate of pay than others within that title with equal or more experience, there will be no pay adjustment for the existing members in that title.

- G. **Grade Reclassification:** There are a variety of reasons that could result in a grade reclassification. Reclassifying a position to a new grade is not considered a promotion or demotion. If the pay grade on an existing job title needs to be changed, the promotional increase or rate reduction (specified in D and E above) will not apply. Employees in a job title reclassified to a higher grade and are below the new minimum of the new pay grade, will receive an increase up to the minimum of that new pay range. Employees in a job title reclassified to a lower grade will not have their rate reduced. Each situation will be reviewed on a case-by-case basis by the union and management, including a review of rates compared to the market.

SHARE Grades and New Ranges, Maxes and Job Titles

New Grades: Every SHARE job title is assigned a grade within the compensation structure, with a minimum and a maximum. SHARE members and new hires will not be paid below the minimum of their grade.

New Grade Minimum: All SHARE members will earn at least the minimum hourly rate of the grade for their title. If the SHARE member is paid below the minimum of their new grade after the year one salary increases go into effect, their pay rate will be raised to the new minimum.

The New Grade Maximum: In the first year of the contract, every SHARE member will get the full raise, regardless of their grade maximum.

Raises after SHARE Member Reaches Grade Max: In years 2 and 3 of this contract any amount greater than the grade max is paid as a bonus.

- Bonus Rate - the hourly amount of any part of the 2022 or 2023 raise which would be in excess of the grade maximum. The bonus rate is used to calculate the bonus amount as follows:

Bonus Amount = (bonus rate) x (hours paid in prior 12 months, including overtime)

Notes about wages:

1. All raises begin on the first payroll shift of the new payroll week beginning on the dates indicated above.
2. Hourly rates are rounded to the nearest cent.
3. Contract duration: 12/1/21 to 11/30/24 at 11:59 pm.

In years 2 and 3, the full pay range will increase by 2% according to the chart below.

Year 1: 12/5/21 - 12/3/22			Year 2: 12/4/22 - 12/2/23			Year 3: 12/3/23 - 11/30/24		
Pay Range			Pay Range			Pay Range		
Grade	Minimum	Maximum	Grade	Minimum	Maximum	Grade	Minimum	Maximum
S01	\$15.00	\$20.31	S01	\$15.30	\$20.72	S01	\$15.61	\$21.13
S02	\$15.00	\$21.74	S02	\$15.30	\$22.17	S02	\$15.61	\$22.61
S03	\$15.75	\$23.26	S03	\$16.07	\$23.73	S03	\$16.39	\$24.20
S04	\$16.50	\$24.89	S04	\$16.83	\$25.39	S04	\$17.17	\$25.90
S05	\$17.50	\$26.63	S05	\$17.85	\$27.16	S05	\$18.21	\$27.70
S06	\$18.23	\$28.49	S06	\$18.59	\$29.06	S06	\$18.96	\$29.64
S07	\$19.51	\$30.49	S07	\$19.90	\$31.10	S07	\$20.30	\$31.72
S08	\$20.88	\$32.63	S08	\$21.30	\$33.28	S08	\$21.73	\$33.95
S09	\$22.34	\$34.91	S09	\$22.79	\$35.61	S09	\$23.25	\$36.32
S10	\$23.91	\$37.36	S10	\$24.39	\$38.11	S10	\$24.88	\$38.87
S11	\$25.58	\$39.98	S11	\$26.09	\$40.78	S11	\$26.61	\$41.60
S12	\$27.38	\$42.78	S12	\$27.93	\$43.64	S12	\$28.49	\$44.51
S13	\$29.30	\$45.78	S13	\$29.89	\$46.70	S13	\$30.49	\$47.63
S14	\$31.34	\$48.98	S14	\$31.97	\$49.96	S14	\$32.61	\$50.96
S15	\$33.54	\$52.40	S15	\$34.21	\$53.45	S15	\$34.89	\$54.52
S16	\$35.88	\$56.06	S16	\$36.60	\$57.18	S16	\$37.33	\$58.32

TITLE	GRADE	TITLE	GRADE
PATIENT OBSERVER	S01	CENTRAL STERILE COORDINATOR	S07
DIAGNOSTIC TECH AIDE	S02	INTERPRETER	S07
REHAB AIDE	S02	MED STAFF SVCS ADMIN ASSISTANT	S07
COMMUNICATIONS OPERATOR	S03	CODER-OUTPATIENT I	S08
IMAGING SUPPORT STAFF LEAD	S03	ENGINEERING FACILITATOR	S08
PCA I	S03	CODER-OUTPATIENT II	S09
PT CARE ASSISTANT/PT TRANSPORT	S03	SURGICAL TECHNOLOGIST	S09
CLINICAL LABORATORY ASSOCIATE	S04	LAB PROCESSOR	S09
DISTRIBUTION AIDE	S04	BOILER ROOM TECHNICIAN	S10
PCA II	S04	CARPENTER	S10
REGISTRATION REP	S04	PROJECT WKR/MAINTENANCE TECH	S10
REHAB SECRETARY	S04	SURGICAL TECHNOLOGIST CERTIF	S10
UNIT SECRETARY	S04	MEDICAL LAB TECH (MLT)	S11
ACCTS REC FOLLOW UP SPECIALIST	S05	PHYSICAL THERAPY ASST	S11
AMBULATORY SVCS REP	S05	RADIOLOGICAL TECHNOLOGIST	S11
FINANCIAL CLEARANCE SPEC	S05	RADIOLOGICAL TECHNOLOGIST II	S11
FINANCIAL COUNSELOR	S05	ELECTRICIAN	S12
LEAD REGISTRATION REP	S05	HVAC TECHNICIAN	S12

MENTAL HEALTH ASSOCIATE	S05		SURGICAL TECH FIRST ASSISTANT	S12
PHARMACY TECH	S05		MEDICAL TECHNOLOGIST (MT)	S13
UNIT COORDINATOR PSYCH SVCS	S05		RAD TECH MULTI-MODALITIES	S13
ANESTHESIA TECH	S06		RESPIRATORY THERAPIST	S13
BEHAV HEALTH GROUP LEADER	S06		BEHAV HLTH UTIL REVIEW COORD	S14
ENDOSCOPY TECHNICIAN	S06		CT SCAN TECHNOLOGIST	S14
LEAD AMBULATORY SVCS REP	S06		MAMMOGRAPHY TECHNOLOGIST	S14
LEAD CASH APPLICATION SPEC	S06		ECHO CARDIAC SONOGRAPHER	S15
LEAD FINANCIAL COUNSELOR	S06		ULTRASOUND TECHNOLOGIST	S15
O.R. SCHEDULING COORD	S06		LEAD ULTRASOUND TECHNOLOGIST	S16
RAD RIS/PACS IMAG SUP & LC NAV	S06			

Market Adjustment Fund

The Hospital will set aside \$50,000 to be placed in a market adjustment fund that will be used for rate adjustments during the duration of this contract.

Shift Differentials

Rates:

- A. Evening Diff: 7.50% of the employee's hourly rate/hour
- B. Night Diff: \$4.25/hour
- C. Weekend Diff: 7.50% of the employee's hourly rate/hour

Definitions

For purposes of this Article, the following definitions shall apply

- A. Day shift: any shift finishing before 5:59 p.m. where the majority of hours are worked after 6:45 a.m.
- B. 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.
- C. 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.
- D. Weekend shift: hours between 10:45 p.m. on Friday and 11:15 p.m. on Sunday.

Eligibility

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. 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.

<u>On Call and Sleep Time</u>

An on-call shift will be for a specified period of time and is the time when an employee is on-call but not at work. When the Hospital requires that an employee remain on an on-call status, that employee must be available to report to work if called. That employee will be compensated for all hours while on an on-call status. The process for deciding who is on call and how it works may be decided through discussion between the SHARE employees and managers in the

department. Unless otherwise negotiated, on call time will be rotated among qualified volunteers, or among qualified staff if there are not enough volunteers.

I. Regular On-Call (referred to simply as On-Call): When on call, employees are expected to be available via telephone and/or pager and be available to report to work within a reasonable amount of time, discussed in advance.

- A. Employees placed on-call shall be paid on-call pay at a rate of \$3.75 per hour, while on-call. However, if departments, such as the Operating Room, already pay a higher on-call rate, they shall continue to do so. When called into work, on-call pay stops at the time the employee signs in to work. Employees will be paid at a rate of time and one-half their straight time regular rate of pay for time worked (in addition to any applicable differentials) when called back and will be guaranteed a minimum of three (3) hours at that rate.
- B. If during the period that the employee is called into work an additional exam/treatment is ordered, the employee is expected to stay and complete this exam/treatment. If this time extends beyond the minimum three (3) hour period, time worked will be paid at time and one-half their regular straight time rate of pay.
- C. If, after having been called in to work, the employee returns home and is again called in during his/her on-call period, s/he will be paid at time and one-half the regular straight time rate for those hours actually worked (in addition to the three- hour minimum received for the initial call-in).
- D. Each successive time eligible employees are called in to work while on call, they will receive at least an additional three hours of pay, unless the period covered overlaps the previous three - hour minimum. Employees will not be paid more than once for the same period of time.

II. Voluntary On-Call for Volume: Employees who volunteer at the request of their Director or manager to remain at home in on-call status, rather than report for work for a regularly scheduled shift, will receive call pay while on-call, but will be paid their regular hourly base rate (plus any applicable differentials) for hours actually worked if they are called in to work during this period. The employee may elect to receive accrued CARE Time in lieu of call pay for the hours on-call.

For example, if patient census were such that a regularly scheduled employee was, in the judgment of the Director, not needed for their assigned shift the employee may request to remain available for work should the need change, that employee would be placed on-call, would receive on-call or CARE Time pay (at the employee's discretion) and, if called in to work, would receive a minimum of three hours pay at his/her regular rate of pay for those hours worked.

III. Called-In Prior to Regular Shift: If an on-call employee is called in to work just prior to the beginning of his or her regular scheduled shift, s/he will be paid at time and one-half

his/her regular rate for the three (3) hours worked and the remainder of the shift will be paid at straight time.

For example, an employee who regularly works 7:00 am to 3:30 pm who is on-call and called in to work at 6:00 am shall be paid at time and one-half from 6:00 am to 9:00 am and at straight time for the remainder of the shift (six worked hours).

IV. Continuing to Work Beyond Regularly Scheduled Shift: If an on-call employee completes his/her regular scheduled shift and needs to continue working to complete a case or work assignment, he/she will be paid at time and one-half the straight time hourly rate of pay for each hour worked, provided the employees stays a minimum of 30 minutes.

V. Restricted On-Call: On infrequent occasions, employees in any job title may be assigned to restricted on-call. An employee is on restricted call only if specifically directed to remain on restricted call and all assignments of restricted call must have the prior approval of the Senior Manager overseeing that department. Employees assigned to restricted call must remain on the premises, be available to work within ten (10) minutes of being called and will be compensated at their regular straight time rate for all hours on restricted call.

VI. Sleep Time: Employees called back during the 10pm-7am shift and scheduled to work the immediate following day shall receive Sleep Time hours equal to actual hours worked, paid at straight time rate. These hours must be taken during the day immediately following the call back time worked. The sleep hours may be taken at either the beginning or the end of the scheduled shift as determined by mutual agreement between the employee and the manager.

VII. There shall be no duplication or pyramiding of hours.

Preceptor Pay

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

Managers shall determine which SHARE members 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. SHARE members may not be required to precept other employees if they are not qualified to do so.

If a manager would like to set up preceptor training or a new precepting process, they may seek support from HR and/or SHARE.

When working as a preceptor, a SHARE unit member shall receive an additional \$2 per hour.

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 Human Resources for consideration of alternative compensation.

Benefits

Care Time (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.

I. 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 continuous years	10 (8 observed + 2 floaters)	15	6	31	248	0.119	4.76
after 4 continuous 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 continuous through 19 years	13	20	6	39	312	0.15	6.0
after 20 continuous years	13	25	6	44	352	0.169	6.76

II. Use of Scheduled CARE Time

Accrual, maximum accrual, cashing out, payment

- A. SHARE hourly staff accrue CARE Time from the date of hire into a budgeted position.
- B. CARE Time entitlement is based on the employee's seniority and weekly budgeted hours.
- C. 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).
- D. 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.
- E. **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

- F. 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.
- G. 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.

H. 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).

I. 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 st
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th
Floating	2 Days

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.

J. 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.

K. 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.

L. 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.

Donation of Care Time

- 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 (12) month period.

- F. All donations will remain anonymous and confidential.

Pension

403 b Defined Contribution Plan

The 403b defined pension plan in effect as of the date of ratification of this Agreement (August 13, 2018) remains in effect during the term of this Agreement. A summary of benefits is as follows:

Eligible Employees can enroll in the plan at any time. Employees may contribute a percent of their eligible weekly pay on a pre-tax basis up to the annual IRS dollar limits. Employees who are age 50 or older may elect an additional “catch up” contribution, up to the annual IRS dollar limit. Employees are 100% vested in their own contributions.

For eligible employees who enroll in the plan and are budgeted 20 hours or more per week, following 90-days of employment, Marlborough Hospital contributes 1% of your compensation to your account, with an additional match of 25% of the first 5% of your contribution. The employee’s maximum contribution eligible for match is 5% of salary. Employees are vested in the employer contribution as follows: 25% vested after one (1) year, 50% vested after two (2) years, 75% vested after three (3) years, and 100% vested after four (4) years.

This is not intended to be an exhaustive review of the 403b plan and members are encouraged to review the Summary Plan Description for additional information. If there is a conflict between this provision and the terms of any plan documents, the plan documents control.

The plan may be amended from time to time to comply with statutes or governmental regulations.

Legacy Defined Benefit Pension Plan

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

Education and Vocational Training

I. Tuition Reimbursement

- A. 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.

- B. 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.
- C. 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 1st 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

II. Continuing Education through Departmental Resources

- A. 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.

- B. 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.

Health Insurance

Employee’s Medical Insurance Contribution

Employees budgeted for 24 hours or more per week have the option to be covered by the health and dental insurance plans offered by the Hospital.

Prior to January 1, 2023 the employee's contribution to the medical insurance plan shall be as follows:

<u>Weekly Budgeted Hours</u>	<u>Single Plan</u>	<u>Family Plan</u>
36 - 40	20% Cost of Plan	25% Cost of Plan
32 - 35	25% Cost of Plan	35% Cost of Plan
24 - 31	30% Cost of Plan	40% Cost of Plan

Effective January 1, 2023, SHARE members can choose from an HMO or a PPO health insurance option. Marlborough Hospital will pay 85% of the premium cost of the lowest cost plan with SHARE members on that plan paying the other 15%. The dollar amount that Marlborough Hospital pays for that plan is then applied to the other plans, with SHARE members on those plans paying the remainder of the cost. This applies to full-time and part-time employees, with either family or individual coverage.

Hospital’s Dental Insurance Contribution

During the term of this Agreement the hospital’s weekly contribution to the dental insurance plan shall be as follows:

<u>Weekly Budgeted Hours</u>	<u>Individual</u>	<u>Family</u>
36 - 40 Hours	\$6.18	\$13.59
32 - 35 Hours	\$4.94	\$10.19
24 - 31 Hours	\$3.71	\$6.80

Prescription Drug Copays

Enrollment in the medical plan results in automatic enrollment in the prescription plan, with the following copays during the term of this Agreement:

<u>Where prescription if filled</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
Retail Pharmacy (30-day supply)	\$10	\$25	\$40
Mail Order (90-day supply)	\$16	\$30	\$60

Prescription drug out-of-pocket maximum: \$1,000 per person or \$2,000 per family

Life Insurance

The Hospital will continue its practice with respect to group life insurance.

Long-Term Disability

The Hospital will continue its practice with respect to long-term disability insurance. This is not intended to be an exhaustive review of the health insurance plans and members are encouraged to review the Summary Plan Description for additional information.

The hospital may, in its sole discretion, at any time, substitute other insurance carriers or a self-insured program provided that in case of such a change, the benefits provided shall be substantially the same or better than the benefits provided under current policies.

Staffing and Workload

How to handle concerns regarding staffing and workload.

- Discussion between SHARE members and management about staffing levels and workload is a normal part of a high functioning and engaged team committed to excellent quality patient care and services which includes patient and staff safety.
- Opportunities for experimenting with changes for improvement are encouraged, through information sharing and problem-solving methods to improve workflow, reduce burnout, reduce waste, and increase quality and service.

Toward that end SHARE members who have questions about staffing and workload in their unit, department, or clinic, may use the following general process, which may be different depending on the situation, the people, and the department. Concerns can sometimes be addressed early in the process, but this general framework may be used.

Step 1. SHARE members are encouraged to set up a meeting with their supervisor to better understand the rationale behind staffing and workload decisions, and to discuss what is needed so that the operations could run more effectively and efficiently by improving processes and workflow. It is expected that through this meeting and dialogue, the experience and engagement of SHARE members would improve and opportunities to improve staffing and workload concerns will also be developed.

Step 2. When staffing and workload concerns cannot be resolved through conversations between the member and their supervisor, SHARE members may bring the issue to the labor management committee to discuss concerns about staffing and workload. Before the meeting, SHARE organizers and hospital committee members will determine what relevant information is needed from SHARE members and from the Hospital to further understand the issue (e.g. staffing metrics, budget, benchmarks, and other considerations that have informed management's staffing decisions) and which departmental managers and staff members should be invited to participate in the discussion.

It is understood that management is responsible for staffing decisions and these meetings are not intended to become a negotiation, but rather two-way communication to ensure rationale for

staffing is understood by SHARE members, and management has considered the input of SHARE members in those staffing decisions, all to improve overall operations. SHARE leaders and HR will help to ensure the meetings are both productive and collaborative.

Time off and Scheduling

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 st
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25 th
Plus floating holidays as defined by the Care Time provision (see page 19)	

I. 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 6 pm - 6 am, the holiday begins at 6 pm the evening before the actual holiday and ends at 6 pm 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 5:59 PM, will be eligible for holiday pay for all hours worked.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

Scheduling Vacations

- A. 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.
- B. Managers and SHARE members will work together to document existing local practices regarding vacation schedules.

Bereavement Time

In the event of the death of a member of an employee's immediate family, that employee may be excused, with pay, for three (3) scheduled workdays which may be taken over a two-week period from the 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 (12th) 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 are also allowed up to one (1) day of scheduled hours with pay in the event of death of an aunt, uncle, niece, nephew or brother/sister in-law.

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.

Leave of Absence

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.)

SPECIFIC LEAVE TYPES:

I. 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:

- A. The birth of a child and in order to care for that child.
- B. The placement of a child for adoption or foster care and to care for the newly placed child.
- C. To care for an employee's spouse or eligible domestic partner, dependent child, or parent of the employee with a serious health condition.
- D. 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:

- A. Hospital care (in-patient care);
- B. 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;
- C. Any period of incapacity due to pregnancy or for prenatal care
- D. Chronic conditions requiring treatments (e.g. asthma, diabetes, epilepsy);
- E. Permanent or long-term conditions requiring medical supervision (e.g. Alzheimer's or severe stroke)
- F. 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).

II. 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.

III. 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. 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.

IV. 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.

V. 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.

VI. 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:

- A. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and /or
- B. 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:

- A. 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.
- B. 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.

- C. Service member FMLA runs concurrent with other leave entitlement provided under federal, state and local law.

VII. 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.

VIII. 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:

The employee, or a family member of the employee, is a victim of abusive behavior, as defined below; and

- A. 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
- B. 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.

IX. 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:

- A. 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.)
- B. Accompanying son/daughter to routine medical or dental appointments, including visits for check-ups, vaccinations, etc.
- C. 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

X. 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 he original position is not available. Otherwise employees will be given a reasonable amount of time to apply for other positions as an internal candidate.

XI. 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:

- a. If an employee is not receiving a paycheck during a leave, there is no benefit (CARE Time) accrual during the leave period.

- b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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 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 24 hours before an employee returns to work.

If there is any conflict between this and other existing Hospital policies (particularly those referring to leaves), this policy supersedes. 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.

Jury Duty

I. Jury Service

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.

II. 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.

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.

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
- Occasional other needs such as assistance with layoffs, etc.

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.

I. 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.

A. 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 Severe/Inclement Weather, pg. 42) 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.

B. 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.

II. 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:

- a. 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.
- b. 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.
- c. Before or After a Holiday: If there is a 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).

- a. Absences taken under Family and Medical Leave Act (FMLA) and Paid Family and Medical Leave Act (PFMLA), including intermittent and continuous leave (see pg. 24)
- b. Massachusetts Earned Sick Time (see pg. 37)
- c. Domestic Violence Leave of Absence (see pg. 28)
- d. Worker's Compensation (see pg. 28)
- e. Jury Duty (see pg. 32)
- f. Massachusetts Parental Leave (see pg. 25)
- g. Bereavement Leave (see pg. 23)
- h. Military Leave (see pg. 27)
- i. Small Necessities Leave (see pg. 28)

- j. When approved by a supervisor when there is a lack of work
- k. Approved vacation time
- l. 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:

- a. 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.
- b. The Hospital complies with the Massachusetts Earned Sick Time law. The law gives employees the right to earn and take time off from work to care for themselves and their families for reasons specified in the law. SHARE members are encouraged to review the Massachusetts Earned Sick Time law for more information, such as when you can use the earned sick time, scheduling, documentation, attendance, and non-retaliation. You can find more info at mass.gov/info-details/earned-sick-time.

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 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.

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

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 schedule change will be finalized following continued discussion during the 30 day notice period.

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

Overtime

Overtime Eligibility and Calculation

- A. Weekly overtime: eligible employees will be paid at one and one half (1 ½) times their regular rate for each hour or fraction thereof (in 15-minute increments) for time worked in excess of 40 hours in a workweek.
- B. Daily overtime: effective October 4, 2020, eligible employees will be paid at one and one half (1 ½) times their regular rate for each hour or fraction thereof (in 15-minute increments) when the employee works 45 or more minutes beyond his/her scheduled shift, so long as the shift is at least 8 hours. If daily overtime is triggered, it is paid back to the end of the employee's regular shift. For example, an employee scheduled for an 8-hour shift from 11 a.m. to 7 p.m. would receive overtime beginning at 7 p.m. if she worked until 7:45 p.m. However, if the employee only worked until 7:30 p.m., all time would be paid at straight time. Similarly, a 10 or 12-hour employee is only eligible for daily overtime if he/she works at least 10 hours and 45 minutes in a day or 12 hours and 45 minutes in a day.
- C. Only time actually worked is included in the calculation of eligible hours for the purpose of determining daily or weekly overtime eligibility, except that unworked holidays (other than holidays falling on the employee's scheduled day off) shall be considered time worked for purposes of computing weekly overtime.
- D. Daily and weekly overtime pay may not be pyramided or duplicated. Only one overtime premium will apply.
- E. No employee may work more than 13 consecutive days without a minimum of 24 hours of work-free time.
- F. All hours worked must be paid, therefore an employee may not work beyond his/her scheduled hours without obtaining advance approval from the supervisor or department head.

Mandatory Overtime

SHARE and Marlborough Hospital agree that the goal is to not have to use mandatory overtime. Marlborough Hospital will strive to maintain full staffing. SHARE and Marlborough Hospital agree that mandatory overtime is a last resort, and that emergency staffing problems should be resolved using volunteers, per diems, floats, outside agencies (if applicable), and other qualified staff before mandating SHARE employees.

If a department with an existing mandatory overtime practice desires to change that practice, or if a department without an existing practice desires to implement mandatory overtime, the Parties agree to meet and use a problem-solving approach to work through any issues, which may include SHARE members to participate in:

- Working collaboratively with department management to find alternatives to mandatory overtime;
- Designing a fair process for using mandatory overtime if it is necessary;
- Evaluating its use.

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 hours has occurred more than once in a given year, the employee should to talk with their manager.

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 8).

Other Policies

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.

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 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 50)
- B. Benefit accruals (see Care Time, page 13)
- C. Transfer of employment (see Career Development, page 6)
- D. Seniority may play a role in departmental policies of scheduling vacations (see page 14)
- E. Scheduling extra time and overtime (see page 38).

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.

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 90 days 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.

Severe/Inclement Weather

The Hospital must provide quality patient care without regard to weather conditions. All employees (exempt and non-exempt) are expected to report to work as scheduled at all times, unless otherwise specifically excused. There may be instances in which employees are required to work beyond the end of their regular scheduled shift if, in the judgment of the Hospital, it is necessary to meet patient care and/or operating needs.

I. Reporting To Work

All employees are expected to report to work as scheduled regardless of weather and driving conditions or declarations made by state or municipal agencies. During inclement weather, employees who are scheduled to work but who fail to report to work will be considered absent without pay (unless they have been specifically excused as described below) and may not use CARE Time for hours not worked.

The President/CEO or designee may, at his/her discretion, declare a weather emergency. Managers are responsible for notifying employees when a weather emergency has been declared. Managers may call employees directly or utilize alternative measures, such as the “disaster call tree”, to communicate this information to each employee.

If such a weather emergency is declared:

- A. Employees who report to work within one hour of their scheduled start time and who work the remainder of their shift will be paid for the entire shift;
- B. Employees who report to work within two hours of their scheduled start time and who work the remainder of their shift will be paid for the first hour and have the option of using accrued CARE Time for the second hour (and will be paid for all worked hours);
- C. Employees reporting to work more than two hours after their scheduled start time will be paid for hours actually worked (and hours not worked may be accessed from CARE Time);
- D. Employees who are specifically excused from reporting to work on a declared weather emergency by their Director (or someone specifically designated to act on his/her behalf) for the entire shift or for part of their shift will have all non-worked scheduled hours charged to CARE Time;
- E. Employees who have not yet met the 90-day introductory period requirement for the use of CARE Time will be advanced CARE Time for this purpose.

II. Dismissal From Work

Employees who are working during severe weather conditions are expected to work through the end of their assigned work shift unless they are excused earlier. If a weather emergency has been declared by the Hospital, and an employee requests and is authorized by their Director (or his/her

designee) to leave work (or is directed to leave work) before the end of their shift, any scheduled hours excused and not worked will be charged to CARE Time.

Employees who have not yet met the 90-day introductory period requirement for the use of CARE Time will be advanced CARE Time for this purpose.

III. Remaining At Work

Employees may be required to work beyond the end of their normal scheduled work shift if the manager determines it necessary to meet patient care and operational needs. Non-exempt employees who work beyond their normally scheduled shift will be paid overtime for all hours beyond their normally scheduled shift. Non-exempt employees who are requested by their manager to remain at the Hospital overnight during a weather emergency will be paid call pay for any hours that they are available within the Hospital.

IV. Departmental Staffing Plans

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 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 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.

New Caregiver Orientation

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

- 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.

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

- E. Human Resources is responsible for ensuring that all applicable orientation forms, processes and evaluations are completed on a timely basis.
- F. For pay purposes, time spent in orientation is considered time worked.

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

- A. Using ideas from “Just Culture”, problems and issues should be viewed as opportunities to improve the work process and how we work together.
- B. 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.
- C. Workplace problems are best solved locally and informally.
- D. Consensus-building is often the most effective approach to problem solving.
- E. Open, kind, and respectful communication is essential to consensus-building.
- F. The individuals or groups involved in the problem should be involved in the process of solving it.
- G. Every problem is different and may require a unique solution.
- H. 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 parties. The goal of Step 2 is to involve new people with perspectives on the whole organization to see if they can find a solution that 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: Employees will normally be provided appropriate coaching 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 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.

Every disciplinary situation is different. The disciplinary steps should be designed to match the situation – the point is to help the employee fix the problem. It may be appropriate to skip disciplinary steps because of the seriousness of the offense, or to repeat steps in the process if that is what would best help to solve the problem. Questions of what is appropriate in any one case are best handled through the problem solving process, involving a SHARE Union Representative and HR.

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 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 final written warning normally results in discharge of the employee.
- D. **Suspension:** 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 on 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 situation when personal issues outside of work play a role. The EAP is a resource that employees 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 or concerns of what remains active will be worked out through the problem solving process, except that Step 3 is not available.

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. At the request of Marlborough Hospital, SHARE agrees to discuss alternatives to implementing a layoff based solely upon reverse seniority.
- 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

- Marlborough Hospital will strive to provide affected employees with notice of an impending layoff 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 Marlborough Hospital 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 this 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.

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 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.

Miscellaneous

Dues/Agency Fee Check-off -- Union Security

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

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

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

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

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

The Union will indemnify and hold harmless the Employer for any action taken or not taken by the Employer in accordance with this Article.

Duration

Contract duration: 12/1/21 to 11/30/24 at 11:59 p.m.

Recognition

Marlborough Hospital recognizes SHARE/AFSCME as the exclusive collective bargaining representative of full-time and regular part-time non-exempt employees of Marlborough Hospital in the job classifications listed in Appendix X and which are located at:

- 157 Union Street, Marlborough
- 28 Newton Street, Southborough
- 340 Maple Street, Marlborough

Employees represented by the Massachusetts Nurses Association, supervisors, managerial and confidential employees, and all other employees of Marlborough Hospital are excluded.

Per diem employees are also excluded from the bargaining unit, except those per diems who are specified in Appendix A.

If Marlborough Hospital creates any new job classifications that cover similar functions as the jobs currently represented by SHARE, Marlborough Hospital and SHARE agree to meet and use a problem solving approach to determine whether such new classifications should be included in the bargaining unit.

Management Rights

The 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 employee care standards, operational and other policies, the determination of methods and procedures, the direction of the 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.

Successor

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

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.

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.

Appendix A – Per Diems

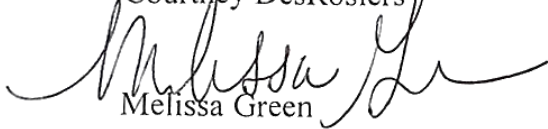
All per diem staff who were eligible to vote in the NLRB union election on April 10th and 11th, 2018, can choose to remain in the SHARE bargaining unit and covered by this collective bargaining agreement. If questions arise about specific individual situations, SHARE and Marlborough Hospital will use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

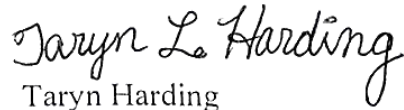
For SHARE


Anndi Adavinkk


Andrea Caceres


Courtney DesRosiers


Melissa Green


Taryn Harding


Melissa Markstrom


Elisabeth Szanto


Janet Wilder

For UMass Memorial-Marlborough Hospital


Jane Jontz

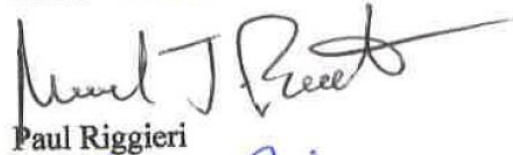

Annmarie McKinley


William Nickerson

Michael Pacinda


Michael Paruta

Michael Paruta


Paul Riggieri

Paul Riggieri

