

## Wages Agreement

### SHARE and UMass Memorial Medical Center

**Year 1 (effective 10/30/22): 6% or \$1.25/hour**, whichever is greater for each SHARE employee

**Year 2 (effective 10/1/23): 5% or \$1.25 /hour**, whichever is greater for each SHARE employee

**Year 3 (effective 9/29/24): 4.5% or \$1.00 /hour**, whichever is greater for each SHARE employee

**Year 4 (effective 9/28/25): 4% or \$1.00 /hour**, whichever is greater for each SHARE employee

1. The term of this contract is October 1, 2022 to September 30, 2026.
2. SHARE members on the payroll on the date of ratification (tentatively November 17, 2022) will receive the raise and any retro to 10/30/22.
3. UMass Memorial will listen if SHARE brings forward individuals who missed a raise due to timing of raises.
4. **Newly hired SHARE members:** Anyone hired at the minimum after 10/1/22 will be looked at by the parties. If they have enough experience to move up to the 1<sup>st</sup> platform as of 10/1/22, then they will get the full 6% or \$1.25 raise. If they have less experience, then they should get the part of the ATB that moves them up to the new grade minimum (4.2%, or 1.8% less than the \$1.25 floor). The outcome should be that the new employee should be on the correct platform as if the contract had been finished on time, with the new pay grids. They will receive retro back to 10/30 or their hire date, whichever is more recent.
5. SHARE members with incorrect pay rates: 15 SHARE members have been identified as not being on a platform who maybe should be, and some of them may need to have their pay corrected. We agree to meet and look at each of them and figure out a solution for any who need adjusting before this first raise is implemented.
6. Corrections to SHARE members' pay continue from the Kronos outage in December 2021 and early 2022. Every SHARE member should receive the full raise amount (and bonus amount if at max cap). If Kronos corrections affect hours or pay that should be covered by the contractual raises, UMass Memorial will add the raise amount to make the SHARE member whole when Kronos corrections are made.
7. The new grade minimums will be 1.8% below the newly calculated platform 1. The newly calculated platform 1 will be the old minimum plus the raise (ATB or floor).
8. We will delete ADM3 grade because it is not being used. (We could bring it back if needed.)

## Max Caps

Any amount of the raise that would create a pay rate that is greater than max cap will be paid as a bonus.  
Bonus = (bonus rates) x (hours paid in previous fiscal year, for example the fiscal year for year 1 is 10/3/2021–10/1/2022, including overtime). The bonus will be paid as soon after raises have been delivered each year as possible. (November or December 2022 for year 1 bonuses.)

Max caps will increase by the raise amount minus 1.8%:

Year 1 (effective 10/30/22): 4.2%

Year 2 (effective 10/1/23): 3.2%

Year 3 (effective 9/29/24): 2.7%

Year 4 (effective 9/28/25): 2.2%

SHARE members who are already over max cap will get the same amounts to base and in bonus as SHARE members who are at max cap.

## On-Call Pay

Year 1 (effective 10/30/22): increases by \$1.00, from \$3.00/hour to \$4.00/hour

Year 2 (effective 10/1/23): increases by \$1.00, to \$5.00/hour

For UMass Memorial:

*Michael Pacinda*

Name

Senior Labor & Employee Relations Specialist

Title

11.1.22

Date

For SHARE:

*Janet Cullen*

Name

*Organizer*

Title

*11/1/2022*

Date

(MJP)

JCW (TA)

10/27/22 S:45p

UMMH counter to market review language  
10.27.22

Create a new paragraph 5 under the section titled "Notes about wages" as follows:

"5. The parties will 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."

QCW 10/27/22 6:50p  
TA (MJP)

## UMMH Proposed Language for SHARE contract

### Workforce Development

SHARE and UMass Memorial agree that the success of UMass Memorial depends on experienced, skilled, and committed employees. We are committed to the career development and growth of employees. Our workplace is more productive when employees decide to stay and build careers at UMass Memorial. We are guided by the following principles:

- Retention – staff who see growth in their future are more likely to stay
- Recruitment – A strong career growth program will attract new staff to UMass Memorial.
- Quality – Opportunity to train staff to fit our needs.
- Hard-to-Fill Jobs -- Our hospital will benefit from trained employees for hard-to-fill jobs, who are loyal and want to stay, because of the opportunities they have been provided.
- Workplace culture valuing the lifelong learning and skill building needed to respond rapidly to healthcare industry advancements and jobs of the future
- Equity – Remove barriers to upward mobility so that everyone has access to learn and grow at UMass Memorial.

#### Workforce Development Goals

UMass Memorial commits to develop and implement a workforce development plan to help all caregivers, including SHARE members, grow in their careers. Our goals are to:

1. Establish a workforce development function to create internal career pathways and expand external pipelines to grow and advance our diverse workforce and community members.
2. Design an innovative UMass Memorial workforce development model and integrated career development services to grow and advance diverse community members and frontline caregivers.
3. Increase the impact of existing pipeline programs by addressing internal barriers that prevent the hiring of more recent graduates and UMass Memorial caregivers.
4. Articulate and pilot-internal career pathways to foster front-line caregiver career advancement and promotion into high demand occupations.
5. Create pipeline programs with new and/or existing partners.

#### SHARE and UMass Memorial Collaboration

UMass Memorial and SHARE's goals to build a more qualified and resilient workforce moving forward will only be successful if we collaborate closely. SHARE members are eager to grow in their careers. SHARE will actively work to bring SHARE members' voices to the table so that we can design programs that fit their needs. UMass Memorial management brings to the table the big picture of organizational needs, and resources to make the plans a reality. When we work together, the outcome will be better.

SHARE representatives will meet monthly, unless otherwise agreed, with members from the workforce planning team and other interested stakeholders to discuss workforce development plans and to provide feedback on the plans. SHARE will have seats at the table of any board governing workforce

development plans and programs. If there is no centralized workforce board, the LMPC will set up a Workforce Development Partnership Committee to oversee our joint efforts.

Building off the data for high priority positions and vacancies, the group will work to explore the following ideas and principles:

- Develop and implement strategies to market and communicate to SHARE members about workforce development programs to increase uptake and participation.
- Integrate the perspectives of SHARE members into workforce development program design and process improvement to increase completion and quality.
- Collaborate with the UMass Memorial Anchor Mission initiative to help create pathways for SHARE members from disadvantaged neighborhoods.
- Collaborate with the DEIB Office efforts to increase inclusion of diverse SHARE members in all opportunities.
- Develop supports that will help ensure success for SHARE Members participating in workforce development programs, e.g.,
  - Encourage flexibility in scheduling
  - Explore tuition assistance or reimbursement to support further education.
  - Explore opportunities for mentorship and coaching and case management
  - Explore laptop lending for SHARE members who don't have a dedicated computer to use
  - Make learning opportunities accessible (e.g., online, hybrid, onsite)
- Explore potential program options for the future, including:
  - Study career programs other hospital systems have built, including SEIU 1199 training funds and the Kaiser Permanente Ben Hudnall Fund and bring recommendations forward to senior leadership
  - Research available grants to pilot new programs, including funding for apprenticeships.
  - Develop career ladders in job families where appropriate

**Tuition Assistance  
SHARE and UMass Memorial contract negotiations  
Tentative Agreement**

We agree that the new non-union policy will apply to SHARE members when it is finalized. In the meantime, we agree to the following language for SHARE Contract Summary to Members:

SHARE and UMass Memorial discussed increasing the tuition reimbursement amounts. SHARE wants the hospital to reimburse up to \$5250 per year (the IRS limit) and to reimburse 100% of costs, not just a portion. We also discussed expanding what qualifies for reimbursement to include a SHARE member's student loan repayment, and certification programs in addition to college credit classes. These discussions went well, but the final agreement must be approved by senior leadership before we can publicize it.

For UMass Memorial:

Michael Pacinda

Name

Senior Labor & Employee Relations Specialist

Title

11-1-22

Date

For SHARE:

Janet Wilder

Organizer

11-1-22

TA

UMMH Counter to SHARE proposal about Benefits  
10.13.22

10.18.22 @ 8:42

MJP

JW

Add the following language to the Benefits section of the contract:

"If UMass Memorial redesigns or expands existing benefits for SHARE members, it will provide SHARE at least quarterly updates on the status of its plans and give SHARE the opportunity to provide feedback."

T.A.

10/18/22 @ 8:40

(MJP)

GCW (TA)

Pay Rates Upon Hire, Transfer & Promotion

SHARE Proposal 10/10/22

H) Rehires:

Employees who are rehired and who meet eligibility rules for having service bridged will have their rate set at the current rate of their prior platform in their prior grade when they left, plus any creditable experience that the SHARE member may have earned while away.

If the employee is re-hired at a higher or lower pay grade, the promotion/demotion language would apply on top of the starting applicable point described above.

Employees who are rehired and who do not meet eligibility rules for having service bridged will have their rate set on the new hire rules above.



**UBT Program Growth Plan FY23-26 (Draft for SHARE/UMMH FY23-26 Contract)\*:**

	Expected % SHARE members	Expected Total UBTs	Expected Total L4-5	Strategy	Expected Resource Requirements
Current	45% (1,322)	50	0	<ul style="list-style-type: none"> <li>Launch/reactivate 50 UBTs</li> </ul>	<ul style="list-style-type: none"> <li>1 FTE coordinator</li> <li>2 FTEs coach (incl 1.0 SHARE)</li> </ul>
FY23	60% (1,750)	75	20	<ul style="list-style-type: none"> <li>Advance 50 UBTs, move 20 to L4/5</li> <li>ID and launch additional 25 UBTs</li> <li>Additional strategic priorities:                             <ul style="list-style-type: none"> <li>Encourage UBTs to test ways to include patient voice</li> <li>Align w department goals</li> <li>Spread UBT story more broadly</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>1 FTE coordinator</li> <li>3 FTEs coach (incl 1.0 SHARE)</li> </ul>
FY24	75% (2,180)	100	40	<ul style="list-style-type: none"> <li>Advance 75 UBTs, move 20 to L4/5</li> <li>ID and launch additional 25 UBTs</li> <li>Work w LMPC to define priorities</li> </ul>	<ul style="list-style-type: none"> <li>1 FTE coordinator</li> <li>4 FTEs coach</li> </ul>
FY25	90% (2,620)	125	60	<ul style="list-style-type: none"> <li>Advance 100 UBTs, move 20 to L4/5</li> <li>ID and launch additional 25 UBTs</li> <li>Work w LMPC to define priorities</li> </ul>	<ul style="list-style-type: none"> <li>1 FTE coordinator</li> <li>5 FTEs coach</li> </ul>
FY26	95% (2,760)	125 <i>(same)</i>	100	<ul style="list-style-type: none"> <li>Advance 100 UBTs, move 20 to L4/5</li> <li>ID and launch additional 25 UBTs</li> <li>Work w LMPC to define priorities</li> </ul>	<ul style="list-style-type: none"> <li>1 FTE coordinator</li> <li>5 FTEs coach <i>(same)</i></li> </ul>

\*This plan signals our shared commitment to eventually include virtually all SHARE members in a UBT, but may be adjusted due to operational or environmental factors

10/27/22 @ 5:44  
TA MJP  
JCW

**Family and Medical Leave (FMLA), and Massachusetts Parental Leave (MPLA)  
Massachusetts Paid Family Medical Leave (PFML)**

**I. Policy:**

UMass Memorial provides leave to employees consistent with the parameters and standards under which employees may be granted leave pursuant to PFML, FMLA, the Family and Medical Leave Act ("FMLA") and/or the Massachusetts Parental Leave Act ("MPLA") as more fully described below. This provision provides an overview of different statutory leave types available to SHARE members. It is intended to help members become familiar with what is available to them and is not a fully comprehensive description of all the benefits and requirements of each leave type. Members should contact the leave office or UMass Memorial's third-party administrator (contact information below) for a more complete description of available leave benefits. Additional leave information can be found on The Hub. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

Each SHARE member's leave of absence situation is different. The UMass Memorial Leave Office, Human Resources and SHARE are available to help, and will use a problem-solving approach to finding a resolution to each situation.

**A. Eligibility:**

1. To be eligible for a leave under FMLA:
  - a. MPLA Employees must have completed twelve (12) months of service and worked at least 1,250 hours during the previous twelve (12) months.
2. To be eligible for a leave under the MPLA, an employee must work full-time and must have completed his/her probationary period, or if there is no such probationary period, have completed three (3) months of service.
  - a. UMass Memorial will designate the parental leave taken under MPLA as FMLA leave, and count concurrently parental leave and leave granted under the FMLA, when applicable.
3. All employees regardless of hire date or hours worked may be eligible for PFML, provided they meet the eligibility criteria defined by the law. To determine eligibility, (The Department of Family and Medical leave (DFML) uses a worker's base period earnings to determine calculate their individual average weekly wage (IAWW). A base period is the last 4 quarters completed and paid prior to the start of the worker's benefit year. The DFML then uses the IAWW to calculate a weekly benefit amount. A worker meets the earnings requirement if they earned enough to meet the threshold (currently at least \$5,700 in earnings and 30 times the PFML benefit amount). Threshold amounts are updated annually.

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**B. Types of Family and Medical Leave:**

Leave may be taken for the following reasons:

1. The birth of a child and in order to care for that child.

Full-time employees who have completed their probationary period (or at least three months of service) are eligible for up to eight (8) weeks parental leave for the purpose of giving birth, adopting a child, or the placement of a child in accordance with state law. This leave will also be designated as FMLA Leave, where applicable. If both spouses are employed by UMass Memorial and each wishes to take leave for the birth of a child, adoption or placement of a child, the spouses together may only take a combined total of eight (8) weeks parental leave.

**E. Duration and Purpose of Massachusetts Paid Family Medical Leave**

Employees eligible for PFML may be entitled to a maximum of twenty-six (26) weeks of leave per benefit year for certain covered reasons as defined by the regulations. These include, but are not limited to:

1. To care for the employee's own serious health condition.
2. To care for an eligible family member's serious health condition.
3. To bond with a newborn or newly placed child.
4. To care for a family member injured serving in the military.

PFML will run concurrently with all other leaves of absences where applicable.

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**II. Definitions:**

FMLA Leave: Job protected leave when an employee is unable to work because of a serious health condition or to care for their spouse, child or parent who has a serious health condition.

Parent: The father/mother of the employee or an individual who acted as a parent to the employee when s/he was a child.

Dependent Children: A biological, adopted or foster child, a stepchild, a legal ward or a child who is living with the employee in a parent-child relationship, who is under the age of 18, or if over the age of 18 is incapable of self-care as defined by the FMLA.

Spouse: A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

Continuous Leave: A leave taken over a defined, single time period.

Intermittent Leave: A leave taken in separate blocks of time.

Reduced Leave Schedule: A leave schedule that temporarily reduces an employee's usual number of working hours per workweek, or hours per workday.

Military Caregiver Leave: Job protected leave relating to certain military deployments or to care for a covered service member with a serious injury or illness.

Qualifying Exigency Leave: As defined by the regulations, job protected leave for short notice deployment, military events and related activities, family support or assistance

will count as an occurrence (see Absenteeism policy). Recertification may be required as appropriate.

6. While on Personal Medical Leave, employees may not engage in outside employment during the hours they otherwise would have been working at UMass Memorial.
7. An employee cannot waive or "trade off" the right to take a Personal Medical Leave against some other benefit offered by UMass Memorial.

#### **B. Pay During Leave:**

1. Personal Medical Leave is an unpaid job-protected absence.
2. An employee who is granted Personal Medical Leave may use all available paid time off, consistent with this contract's Paid Time Off Policy regarding earned, sick, vacation, personal, and holiday time. During continuous leave, employees may elect to take the leave unpaid. Once the employee goes into unpaid status, s/he will remain on unpaid status through the completion of the leave. During intermittent leaves, employees are required to use earned/sick/vacation/personal/holiday time, if they have time available. Intermittent leave can be taken without pay if the SHARE member does not have time available in their bank(s). If a SHARE member is scheduled for a vacation that has been approved, it will not be cancelled in the event that the employee has exhausted their available paid time off as a result of their intermittent leave usage following the approval of the vacation.
3. Employees may not use earned/vacation/sick time to postpone the start of the leave or to prolong approved leave time.

#### **C. Benefits During a Personal Medical Leave:**

1. While an employee is on an approved Personal Medical Leave, UMass Memorial will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to be actively at work.
2. If the leave is paid, UMass Memorial will continue to take payroll deductions to collect the employee's share of premium(s).
3. If the leave is unpaid, the employee will be responsible for submitting payment for the employee's share of premiums to the TPA Human Resources/Benefits:
  - a. Payments for health insurance that are more than 30 days late may result in cancellation of coverage for the duration of the leave. UMass Memorial will provide 15 days' notification prior to the employee's loss of coverage.
  - b. If coverage is cancelled during the leave period, and employees wish to re-enroll upon their return to active status, they must contact the Benefits Contact Center within 30 days of their return.
4. Employees who exhaust their 12 weeks of Personal Medical Leave and who are authorized to remain out of work unpaid will be responsible for 100% of their medical and dental premiums.
5. If the employee chooses not to return to work following their approved leave, they will be required to reimburse UMass Memorial for any outstanding benefit premiums due.

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**D. Benefits During Extended Medical Leave**

Employees on an Extended Medical Leave will continue to pay premiums at the employee contribution rate provided that they are using paid time off during the leave. Once accrued paid time is exhausted, employees will be responsible for 100% of their medical and dental premiums, unless Extended Medical Leave is running concurrent with PFML.

**RELATED POLICIES:** Leave of Absence  
Workers Compensation

**Personal Medical Leave**

**I. Policy:**

~~UMass Memorial provides leave to employees consistent with the parameters and standards under which employees who are not eligible for leave under the Family and Medical Leave Act (FMLA) may be granted Personal Medical Leave as more fully described below.~~

**A. Eligibility:**

~~To be eligible for a Personal Medical Leave under this policy, an employee must:~~

- ~~a. Have a hire or rehire date of on or after 1/1/2017~~
- ~~b. Have completed six (6) months of service and~~
- ~~c. Worked at least 520 hours during the previous six (6) months.~~
- ~~d. Not have met the eligibility requirements for leave under the FMLA.~~

~~(Note: Employees who have qualified for FMLA and have exhausted their FMLA leave are not eligible for Personal Medical Leave under this Policy.)~~

**B. Reason for Requesting Personal Medical Leave:**

~~The employee's own serious health condition that prevents the employee from performing the essential functions of his/her position (this includes employees out on workers' compensation—Personal Medical Leave will run concurrently with workers' compensation).~~

**C. Duration of Personal Medical Leave:**

- ~~1. Eligible employees may be granted up to 12 weeks of unpaid Personal Medical Leave in a rolling 12-month period. (Personal Medical Leave time will be pro-rated for part-time employees).~~
- ~~2. The leave may be granted on a Continuous, Intermittent or Reduced Schedule basis based on the nature of the leave. An intermittent leave cannot exceed a total of 12 work weeks during the 12-month period.~~
- ~~3. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt UMass Memorial's operation.~~
- ~~4. UMass Memorial at its discretion may require the employee to transfer temporarily to an alternative equivalent position that better accommodates intermittent periods of leave.~~

will count as an occurrence (see Absenteeism policy). Recertification may be required as appropriate.

6. While on Personal Medical Leave, employees may not engage in outside employment during the hours they otherwise would have been working at UMass Memorial.
7. An employee cannot waive or "trade-off" the right to take a Personal Medical Leave against some other benefit offered by UMass Memorial.

#### **B. Pay During Leave:**

1. Personal Medical Leave is an unpaid job-protected absence.
2. An employee who is granted Personal Medical Leave may use all available paid time off, consistent with this contract's Paid Time Off Policy regarding earned sick, vacation, personal, and holiday time. During continuous leave, employees may elect to take the leave unpaid. Once the employee goes into unpaid status, s/he will remain on unpaid status through the completion of the leave. During intermittent leaves, employees are required to use earned/sick/vacation/personal/holiday time, if they have time available. Intermittent leave can be taken without pay if the SHARE member does not have time available in their bank(s). If a SHARE member is scheduled for a vacation that has been approved, it will not be cancelled in the event that the employee has exhausted their available paid time off as a result of their intermittent leave usage following the approval of the vacation.
3. Employees may not use earned/vacation/sick time to postpone the start of the leave or to prolong approved leave time.

#### **C. Benefits During a Personal Medical Leave:**

1. While an employee is on an approved Personal Medical Leave, UMass Memorial will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to be actively at work.
2. If the leave is paid, UMass Memorial will continue to take payroll deductions to collect the employee's share of premium(s).
3. If the leave is unpaid, the employee will be responsible for submitting payment for the employee's share of premiums to the TPA Human Resources/Benefits:
  - a. Payments for health insurance that are more than 30 days late may result in cancellation of coverage for the duration of the leave. UMass Memorial will provide 15 days' notification prior to the employee's loss of coverage.
  - b. If coverage is cancelled during the leave period, and employees wish to re-enroll upon their return to active status, they must contact the Benefits Contact Center within 30 days of their return.
4. Employees who exhaust their 12 weeks of Personal Medical Leave and who are authorized to remain out of work unpaid will be responsible for 100% of their medical and dental premiums.
5. If the employee chooses not to return to work following their approved leave, they will be required to reimburse UMass Memorial for any outstanding benefit premiums due.

# Memorandum of Agreement

## Promotion Increase

SHARE and UMass Memorial will meet within 60 days of ratification of the agreement to discuss how we handle promotional increases and market adjustments. The parties will have an interest-based discussion about situations including the following:

- A. Market adjustments to move up an entire title because of market pressure
- B. Group promotions based on changing job duties
- C. Individual promotions through transfer
- D. Individual upgrades because of changing duties.

If we are unable to come to agreement, the parties may jointly agree to invite a mediator to assist.

UMass Memorial <sup>Medical Center</sup> ~~Marlborough Hospital~~

By: *[Signature]*

Title: Labor Specialist

SHARE

By: *[Signature]*

Title: Organizer

10/27/22

# Memorandum of Agreement

## Work From Home

In alignment with one of the overarching strategies of recruiting and retaining the best staff as identified in UMass Memorial Health's Strategic Priorities, UMass Memorial has implemented a Work from Home policy communicated to non-union caregivers. SHARE and UMass Memorial must negotiate for SHARE members. After contract negotiations are complete, the parties agree that these Work from Home issues require immediate and sustained attention, and we agree to meet regularly and frequently.

Key issues for immediate negotiation include: which states caregivers may work from and/or be hired from, reimbursement for caregivers who were sent home starting in March 2020, and standards for temporary interruption to work from home capabilities.

UMass Memorial Medical Center

By: *Maria Pardo*

Title: *Labor Specialist*

SHARE

By: *Janet Wilder*

Title: *Organizer*