

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL 300

FOR THE PERIOD

JULY 1, 2015

THROUGH

JUNE 30, 2018

PREAMBLE

This collective bargaining agreement between the University of Massachusetts Medical School (“UMMS” or “Employer”) and the National Association of Government Employees (“Union”) has as its purpose the promotion of harmonious relations between the Union and the Employer. To this end, the parties recognize the importance of dealing with one another with mutual respect and dignity. They are committed to replacing adversarialism with a problem-solving approach.

ARTICLE 1 RECOGNITION

The Employer recognizes NAGE as the exclusive collective bargaining representative of the following employees of UMMS:

Unit A: All regular, full-time professional employees holding the following job titles in the Benefits Coordination and Recovery and Public Provider Reimbursement Departments of the Commonwealth Medicine, formerly known as the Revenue Operations Program: BCR/PPR Coordinators, BCR Project Leads and PPR Supervisors, excluding all managerial, confidential, and temporary/causal employees within the meaning of Chapter 150E of the Massachusetts General Laws, students and all other employees of UMMS.

Unit B: All regular, full-time non-professional employees holding the following job titles in the Benefits Coordination and Recovery and Public Provider Facility and Community Reimbursement units of the Commonwealth Medicine, formerly known as the Revenue Operations Program: BCR/PPR Assistants, and BCR/PPR Specialists, excluding all managerial, confidential, and temporary/casual employees within the meaning of Chapter 150E of the Massachusetts General Laws, students and all other employees of UMMS.

ARTICLE 2 MANAGEMENT RIGHTS

Except as otherwise limited by MGL Chapter 150E or an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and operations including, but not limited to, the determination of the level and standards of service, productivity and performance of its employees; the establishment and/or revision of compensation and evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of work schedules, assignments and locations; the determination of the content of job descriptions, the qualifications for jobs and the classification and reclassification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge, any other disciplinary action involving its employees; the relief from duty of its employees because of lack

of work or for other legitimate reasons; the establishment of work rules; the determination of the location and number of its offices and work sites; the determination of the quantity and type of equipment to be used in its operations; the determination of whether work will be performed by its employees, contracted out, or otherwise reassigned or relocated; the determination of whether any part of the whole of its operations shall continue to operate; and the right take all necessary actions to carry out its goals and objectives. Disputes arising out of the exercise of UMMS management rights shall not be subject to the contractual mediation or arbitration procedure.

ARTICLE 3
SALARY, BENEFITS AND TERMS AND CONDITIONS OF EMPLOYMENT

Unless specifically modified by this agreement, the policies and procedures of the University shall be referenced hereunder as part of the collective bargaining agreement.

Equity Increases

UMMS is participating in a job evaluation program. Such analysis includes updating current job descriptions and reviewing job classifications and wages. This process will begin no later than 30 days following the execution of the Agreement and will be completed within 60 days. UMMS shall establish a reserve fund of \$60,000 to address potential cost considerations which may result from the implementation of the analysis of grade classifications and potential equity concerns.

Retroactive Payments

Employees shall receive up to a 2% one-time lump sum payment based on their salary as of July 1, 2015, or the date of any equity increases above, whichever is later. This payment will be calculated based on each employee’s length of service as outlined below.

| Hire Date | Retroactive Payments (as a % of annual base salary-effective with 7/1/15 salary) |
|--------------------------|--|
| 7/1/2015 and later | No lump sum payment |
| 7/1/2014 until 6/30/2015 | .4% of salary |
| 7/1/2013 until 6/30/2014 | .8% of salary |
| 7/1/2012 until 6/30/2013 | 1.2% of salary |
| 7/1/2011 until 6/30/2012 | 1.6% of salary |
| Prior to 6/30/2011 | 2.0% of salary |

Wages Increases

In addition to the wage increases made effective on July 1, 2015 or the equity adjustments noted above, the bargaining unit members will receive wage increases as follows:

| | |
|---------------|--|
| Nov 1, 2015 | <u>Hourly raises:</u> higher of \$0.50 or 2%; whichever is greater <u>Structural Increase:</u> Adjust the pay of anyone falling below their structural level (see below about structural increases) |
| June 26, 2016 | <u>Hourly raises:</u> higher of \$0.55 or 2%; whichever is greater <u>Structural Increase:</u> Adjust the pay of anyone falling below their structural level (see below about structural increases) |
| June 25, 2017 | <u>Hourly raises:</u> higher of \$0.60 or 2%; whichever is greater <u>Structural Increase:</u> Adjust the pay of anyone falling below their structural level (see below about structural increases) |

Within the current employee population as of September 1, 2015, the benefit of the minimum hourly increase would impact employees as follows:

2015: A minimum of 38 employees would receive the \$0.50 per hour increase

2016: A minimum of 45 employees would receive the \$0.55 per hour increase

2017: A minimum of 53 employees would receive the \$0.60 per hour increase

Employees not benefitting from the minimum hourly increase would receive a 2% increase.

Eligibility: To be eligible for the retroactive payments and wage increases as set forth in this Agreement, the employee must have satisfactorily completed their 6 month probationary period by the effective date of the increases. A new employee who completes their 6 month probationary period after the effective date of the increase will receive a 1.5% increase on the first Sunday of the next full pay period following satisfactory completion of their 6 month probationary period.

The employee must be employed by UMMS on the effective date of the increases and the day the increases and/or retroactive payments are paid.

Any increase that exceeds the maximum of the grade will be awarded as a one-time payment.

Annual performance review must be at or above the “meets” rating.

Structural Increases

Immediately following the administration of the wage increases outlined above, members of the bargaining unit who have five years of service in their current job at the Medical School and continue to have satisfactory performance* and are not presently at the 25th percentile of their current grade will be adjusted to the 25th percentile of their grade. Members of the bargaining

unit who have ten years of service in their current job at the Medical School and continue to have satisfactory performance and are not presently at the midpoint of their current grade will be adjusted to the midpoint of their grade. Members of the bargaining unit who have fifteen years of service in their current job at the Medical School and continue to have satisfactory performance and are not currently at the 75th percentile of their current grade will be adjusted to the 75th percentile of their grade. The maximum structural increase per year will be 5%.

*Satisfactory performance will be indicated by two or more years of successful (as defined by meets or above) performance ratings on annual evaluations.

| Length in Job at UMMS | Potential Structural Increase |
|-----------------------|---|
| 5 Years | Bring salary to 25 th ile of grade |
| 10 Years | Bring salary to midpoint of grade |
| 15 Years | Bring salary to 75 th ile of grade |

Merit Appeal Procedure

An employee shall have the right to review the results of his/her performance evaluation and merit determination as outlined below. The employee is entitled to union representation at any stage in the process if he/she so chooses.

An employee shall receive a copy of his/her performance review and may attach a response to the review on the evaluation form itself or by an attachment. An employee is encouraged to meet with his/her supervisor to discuss the review and both the employee and supervisor may contact the office of Labor and Employee relations for consultation.

If an employee wishes to seek further review after discussion with his/her evaluator, he/she shall submit a formal request to review the evaluation and merit determination with his/her supervisor. This request shall be submitted in writing, with a copy to the Department Head, no later than thirty (30) calendar days from receipt of the performance evaluation.

The supervisor will meet with the employee and will review the evaluation and any supporting material the employee wishes to submit. The supervisor will submit his/her findings to the employee, with a copy to the Department Head, within ten (10) business days after meeting with the employee.

If an employee wishes to seek further review after receiving the findings of his/her department manager, he/she shall submit a formal request in writing to review the evaluation and merit determination with the Department Head no later than (10) business days from receipt of his/her manager's findings. The Department head will meet with the employee and the department manager and will review the materials submitted to the department manager. The Department Head or his/her designee, shall submit his/her findings to the employee, with a copy to the

Associate Vice Chancellor of Human Resources, within ten business days after meeting with the employee and department manager.

An employee may seek a final review of his/her evaluation and his/her Department's findings with the Associate Vice Chancellor of Human Resources or his/her designee. An employee shall submit his/her request in writing to the office of the Associate Vice Chancellor of Human Resources or his/her designee no later than ten (10) business days from receipt of the findings of the Department Head. The Associate Vice Chancellor or his/her designee shall meet with the employee and Department Head and shall render a decision within fifteen (15) business days from meeting with the parties. The decision issued by the Associate Vice Chancellor or his/her designee shall be final and will not be subject to the grievance and arbitration procedure.

ARTICLE 4

UNION-MANAGEMENT PROBLEM SOLVING

Guiding Principles

Workplace problems are best solved locally and informally, the individual employee and supervisor involved in the problem should have the opportunity to be involved throughout the process of solving it.

Open, kind and respectful communication is essential to finding mutually acceptable solutions.

Union representatives involved in problem solving will be granted a reasonable amount of release time. Requests for release time shall be made in advance and shall not be unreasonably denied

Workplace problems that may be considered under this process may include concerns about specific aspects of the collective bargaining agreement, University policies and practices or matters of general concern to the University and the Union.

The process should be flexible and expeditious, so the Union and the University will set a time frame appropriate to the case. In the event one or both parties have determined that a problem has reached a point where a resolution cannot be easily obtained, either party will then send a notice of complaint to Union leadership and the Department of Human Resources to inform them of the specific details of the problem, the nature of the resolution sought for the problem and which aspect of the collective bargaining agreement or University policy may be affected for the problem identified.

Problem Solving Process

1. Receipt and Processing of a Formal Complaint

Upon receipt of a formal notice of complaint, the Department of Human Resources in conjunction with the Union will determine if alternate resources may be available to address the problem. Such resources may include alternative dispute resolution or mediation. The complaint shall be assigned a case number and receipt of the complaint shall be acknowledged by the Department of Human Resources within five business days of receipt.

2. Formal Response

In the event matter cannot be resolved within 30 calendar days of receipt of the complaint, the University shall provide a written response outlining its position on the matter and its suggested resolution of the matter if any. Prior to issuing a response to a formal complaint the Union may request that a joint meeting be held where the union and an aggrieved member may present their concerns to the Department of Human Resources and the Revenue Operations Program. Both parties may agree to mutually extend the timeline for formal response if additional time is deemed necessary to obtain a resolution.

3. Submission to Arbitration

After receiving a formal response from the University that a complaint has not been resolved, the Union shall send notice of its intent to file to arbitration. Such notice shall be filed within thirty calendar days after receipt of the formal response from the University or sixty calendar days from the original filing of notice of complaint with the Department of Human Resources if the union receives no response from the University.

The University and the Union will jointly select an arbitrator and shall equally share costs if an arbitration service is utilized. The fees and expenses of the arbitrator shall be divided equally between the parties, who each shall bear their own cost of preparing and presenting their case.

In the event of arbitration, the arbitrator shall be without power to modify, add to, subtract from or amend this Agreement and/or University Policies, or to issue any decision or award inconsistent with applicable law. The arbitrator shall only have jurisdiction to hear matters that directly affect the collective bargaining agreement or applicable University policies. The arbitrator shall not hear matters that have not arisen during the term of the current collective bargaining agreement and have not been timely filed. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150E.

ARTICLE 5 UNION SECURITY

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

An employee may consent in writing to the authorization of the deductions of dues or an agency fee from his/her wages on a periodic basis to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days notice in writing to Human Resources.

UMMS shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with UMMS policy, to the Treasurer of the Union, and, upon request, a list of employees whose dues or agency service fees are transmitted, provided that the Employer is satisfied by such evidence that it may require, that the Treasurer of the Union has given a bond, in a form approved by the Employer, for the faithful performance of his/her duties, in a sum and with such surety or securities are as satisfactory to the Employer.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the date of the signing of this Agreement, whichever is later, an agency service fee to the Union in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union. This provision shall not become operative as to employees in bargaining units A and B until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in each bargaining unit present and voting, in accordance with Massachusetts General Laws, Chapter 150E, Section 12 and the rules and regulations of the Labor Relations Commission pursuant thereto.

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation the Employer shall have no obligation to defend the termination.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee or employees arising from the termination of an employee hereunder or from deductions made by the Employer.

ARTICLE 6 REDUCTION IN FORCE

A reduction in force which affects all members of the bargaining unit (a “total reduction in force”) is not covered by this agreement. Neither is the termination of any employee by the Employer, for any reason, during the employee’s six-month probationary period.

In the event the Employer intends to implement a total reduction in force or a partial reduction in force affecting employees other than those defined in the first sentence of the prior paragraph, the Employer will give the Union prior notice and it shall offer to bargain with the Union concerning those aspects of the reduction in force that are subject to collective bargaining pursuant to M.G.L. c.150E.

ARTICLE 7 DURATION

This Agreement will cover the period of July 1, 2015 through June 30, 2018. In the event that UMMS provides general or merit increases to employees covered by the non-union salary plan, or by a collective bargaining agreement that are greater than those provided to employees covered by this agreement for a comparable period, negotiations over wages shall be reopened to the extent of addressing the disparity.

ARTICLE 8 HEALTH AND WELFARE

Section 1. Trust Agreement

The parties established a Health and Welfare Fund under an Agreement and Declaration of Trust executed by the Union and UMMS. Such Agreement and Declaration of Trust (hereinafter referred to as the “trust agreement”) provides for a Board of Trustees that shall have oversight of the Trust and the contributions transmitted to it.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents.

Section 2. Funding

Effective July 1, 2009 UMMS agrees to contribute on behalf of each full-time equivalent bargaining unit member the sum of fourteen dollars (\$14.00) per calendar week.

The contributions made by UMMS to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by UMMS in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3. Non-Grievability

No dispute over a claim for any benefits extended by the Health and Welfare Fund shall be subject to the problem solving and arbitration procedure contained in Article 4 of this Agreement.

Section 4. UMMS' Liability

It is expressly agreed and understood that UMMS does not accept, nor is UMMS to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming under any of the benefits extended by the Health and Welfare Fund. UMMS' liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 9 JOINT WORKING COMMITTEE

The union and members of UMMS management representational units have established a joint working committee. The Committee shall consist of an equal number of representatives from the management team and members of the collective bargaining unit. The committee shall meet regularly as determined by need and shall create an agreed upon schedule. Bargaining unit members who will be attending committee meetings shall be allowed reasonable release time to travel to and participate in scheduled committee meetings. Committee members shall continue to follow the University's policy regarding mileage reimbursement and travel costs affiliated with travel to committee meetings. The committee shall consider joint programs and initiatives to oversee the labor management relationship and to discuss matters of mutual concern between the parties. The committee may consider joint training of its members for mutual areas of interest.

The Committee has drafted the following mission statement:

The Joint Working Committee, a group of UMASS employees, comes together to work on a common goal, open communication, discuss mutual questions, issues, and/or concerns that exist in the workplace. We strive to reach solutions and improvements that all parties are agreeable to. Our ultimate goal is to enhance productivity and harmony in the work place.

ARTICLE 10 EMPLOYER PROVISION OF INFORMATION

UMMS will provide NAGE with a list of all new hires and terminations from the bargaining unit monthly. Additionally, UMMS will provide NAGE with a complete bargaining unit list twice annually for the bargaining unit and the Association's records.

**ARTICLE 11
WEATHER EMERGENCIES**

Employees who are located in facilities that are managed by EHS agencies of the executive branch (e.g. DMH, DDS), shall be treated in the same manner as employees of those agencies at the location for purposes of paid release due to inclement weather.

**ARTICLE 12
VACATION ACCRUAL CAPS**

Vacation accrual caps will be reduced to 240 hours on or after January 1, 2016 and follow the non-unit vacation policy moving forward. Employees with vacation accruals above the cap on January 1, 2016 will be paid the hours in excess of the cap at their then current rate of pay.

**ARTICLE 13
OVERTIME**

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

**ARTICLE 14
POLICIES**

NAGE agrees to adopt all current UMMS policies not specifically referenced in this Agreement.

SIDE LETTER ON PERSONAL TIME

- Employees classified as exempt at the time of the merger with the Center for HealthCare Financing with a benefit service date prior to November 11, 1996 will be awarded 5 personal days annually.
- Employees classified as non-exempt at the time of the merger with the Center for HealthCare Financing with a benefit service date prior to November 11, 1996 will be awarded 3 personal days annually.
- All employees (Exempt and Non-Exempt) with a benefit service date of November 1, 2015 or later will be awarded 2 personal days annually.
- **Exception:** Employees with a 2015 Personal Day Award that is greater than indicated above shall be awarded at the same rate as the 2015 Personal Day Award.

FOR THE UNIVERSITY OF MASSACHUSETTS:

Martin T. Meehan
President

Date

Mark Preble
Associate Vice President for Labor Relations

Date

FOR THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL:

Robert Jenal
Executive Vice Chancellor, Administration and Finance

Date

Bill Schmiedeknecht
Assistant Vice Chancellor, HR Services

Date

FOR THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES:

Lekecia Powell-Watkins
President, NAGE Local 300

Date

David Holway
National President, NAGE

Date

MEMORANDUM OF AGREEMENT

Wherefore the University of Massachusetts Medical School (UMMS) and the National Association of Government Employees (NAGE) hereinafter “the parties” enter into this Memorandum of Agreement regarding the collective bargaining agreement covering July 1, 2018 to June 30, 2020.

Wherefore the parties have met and agreed to continue the terms of the July 1, 2015 to June 30, 2018 collective bargaining agreement except as modified as follows.

DURATION

This Agreement shall be for a two (2) year period from July 1, 2018 to June 30, 2020. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 2020. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of bargaining.

In the event that UMMS provides general or merit increases to employees covered by the non-union salary plan, or by a collective bargaining agreement that are greater than those provided to employees covered by this agreement for a comparable period, negotiations over wages shall be reopened to the extent of addressing the disparity.

| | |
|---------------|---|
| July 1, 2018 | Hourly raises: higher of \$0.45 or 2% Structural increase: Adjust the pay of anyone falling below their structural level |
| June 30, 2019 | Hourly raises: higher of \$0.45 or 2% Structural increase: Adjust the pay of anyone falling below their structural level |

FOR THE UNIVERSITY OF MASSACHUSETTS:

Martin T. Meehan
President

Date

Mark Preble
Associate Vice President for Labor Relations

Date

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Executive Vice Chancellor, Administration and Finance

Date

Bill Schmiedeknecht
Assistant Vice Chancellor, HR Services

Date

FOR THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES:

Lekecia Powell-Watkins
President, NAGE Local 300

Date

David Holway
National President, NAGE

Date