



UFCW Local 1445
Professional/Healthcare
Division

**COLLECTIVE BARGAINING
AGREEMENT**

between

**UMass Memorial Medical Center
(UMMMC)**

and

**United Food and Commercial Workers
Local 1445**

Effective: May 30, 2010
Expiration: June 2, 2012

This final company contractual offer, brought to you for a vote June 2, 2010, contains changes and improvements to the agreement reached with the negotiation committee for UMass Memorial Medical Center and UFCW Local 1445. Any spelling errors and/or omissions will be corrected in the final draft.





In addition to the wage increases (attached), the following is a summary of changes and improvements to current contract language:

GRIEVANCE AND ARBITRATION

Bargaining unit members will now have ten days to file a grievance upon learning of the violation.

CROSS CAMPUS COVERAGE

The Hospital has agreed to extend this protection for two more years.

DISTRIBUTION OF WORK ASSIGNMENTS

Managers now have to make a “good faith effort” for site and home assignments for bargaining unit member.

DOMESTIC PARTNER AND SPOUSAL EQUIVALENT

Added to existing language: “All eligible full- and parttime members who satisfy the requirements are entitled to cover their domestic partners for medical and dental insurance.” Also includes members’ partners for Bereavement and FMLA as spouse.

OVERTIME

Added to existing language: “Time paid or subsidized for jury duty and time paid for holidays that fall on a member’s regular scheduled work day will count toward the calculation of overtime.”

JURY DUTY

Additional language to specify inclusion of differentials wherever applicable; protection for 3rd shift members; and listing as an excused absence, not subject to occurrence calculation.

BEREAVEMENT LEAVE

In addition to current language, members will be allowed four scheduled shifts off without loss of pay for step-parents, step-children, and step-siblings; also mother-in-law, father-in-law, and child of domestic partner; and in the case of pregnancy loss after 12 weeks.

Additional language allows for management’s approval of time off for any relative not covered and/or extension of approved time without inclusion in rate of absenteeism.

DISCIPLINE

New language specifically lists five steps in the progressive discipline process as counseling, verbal warning, written warning, final written warning, and discharge.

UMass Memorial Medical Center
Friday, May 28, 2010

Article: Economics

First year of contract:

- Effective May 30, 2010 – at the employee’s first payroll shift of the week, 3% across-the-board increase

Second year of contract:

- Effective May 29, 2011 – at the employee's first payroll shift of the week, 2% across-the-board increase or 45¢/hour increase, whichever is greater.

UFCW UMass Wage Package – Examples (Employee working 40 hours/week)

Current hourly rate	May 30 GWI	May 30 increase	May 29, 2011 GWI	May 29, 2011 Increase	Total 40 hr increase	Total GWI %	Total increase over 24 mos.
\$10	3%	30¢/hr	4.5%	45¢/hr	\$30	7.5%	\$2,184
\$15	3%	45¢/hr	3%	45¢/hr	\$36	6%	\$2,808
\$20	3%	60¢/hr	2.25%	45¢/hr	\$42	5.25%	\$3,432
\$25	3%	75¢/hr	2%	51¢/hr	\$50	5%	\$4,160
\$30	3%	90¢/hr	2%	62¢/hr	\$61	5%	\$5,029

No health insurance changes in 2010

2010 Plan Year – Comparison of plans of all unions at UMass

	SHARE	UFCW(s)	NAGE	SPFPA	MNAMHH	MNAU
HMO pcp copay	15	10	20	20	15	20
HMO spec pcp copay	20	10	20	20	20	25
ER copay	60	50	75	90	75	75
HMO OP surgery copay	60 ind 120 fam	0	75 ind 150 fam	90 ind 180 fam	75 ind 150 fam	75 ind 150 fam
R _x inhouse	4, 10, 25	4, 10, 25	4, 10, 25	4, 10, 25	4, 15, 30	4, 10, 25
R _x retail	10, 25, 40	10, 25, 40	15, 25, 40	10, 25, 40	8, 20, 40	10, 25, 40
Cost share	85/15	85/15	FT 85/15 PT 80/20	85/15	80/20	80/20
Wkly cost:						
Family	56.66	48.77		56.66	74.22	74.22
Single	21.64	18.76		21.64	28.40	28.40
Misc	• Specialty drugs through R _x ctr only	• Specialty drugs through R _x ctr only	• Specialty drugs through R _x ctr only • FT = 32 hrs+	• Specialty drugs through R _x ctr only		• Specialty drugs through R _x ctr only • FT = 32 hrs+



NEW HIRE/RECRUITMENT MEMORANDUM OF AGREEMENT

Effective October 4, 2010:

New hires and transferred employees that accept any UFCW positions will not be offered salaries any higher than the lowest-paid member with equal job-related experience in the same job title, in the same cost center within a division and/or specific geographic location unless and only if a recruitment problem exists and managers get specific prior approval for an exception from the Senior Director of Compensation and the Director of Staffing. If such an exception is allowed, the new higher rate of pay will become the new rate of pay for existing members in the same job title in the same cost center within the same division and/or geographic location.

Existing pay inequities:

Between January 1 and August 1, 2011, the UNION may bring forward any perceived existing pay inequities of employees who are members at the time of contract ratification. The procedure includes a factual review and pay increase accordingly. A fund with a guaranteed minimum of \$100,000 will be established for such adjustments. An additional \$100,000 will be added if the Hospital exceeds its \$75,000,000 surplus goal for 2010.