

MNA #1
2/21/12

Ant Boli 9/12/12
Cathy J. Jones 9/12/12
3:45 Wm 9/12/12
CW 9-12-12
LPS 9/12/12

Article 15 Grievance Procedure Section 2. Step 4

Add Labor Relations Connection as an option in addition to American Arbitration Association.

MNA #15

2/21/12

Amber Paele 9/12/12
Dorey Jones 9/12/12
2:45 WJM 9/12/12

(2) 5-12-12
LPS 9/12/12

Article 31. Paycheck Discrepancy

Add a new paragraph:

"In addition to the weekly accrual amounts, all accrued benefit time totals including earned time and holiday time will be listed on the weekly pay record for each nurse."

MNA #23
5/9/12

Archie Pali 9/12/12
Cathy J. Jones 9/12/12

Article 17 Holidays

Add new Section 3.

"During a week that includes a holiday, a bargaining unit RN will have the option to receive payout for the holiday. The payout will be at straight time."

3:45 PM 9/12/12
9-12-12
LPS 9/12/12

UMASS MEMORIAL HAHNEMANN, HOME HEALTH AND HOSPICE

**Hospital Counter-proposal to MNA # 7
9/24/12**

Delete the following language:

“A holiday begins at 11 pm on the eve of the holiday and ends at 10:59 pm on the holiday.

For 12 hour shifts, a holiday begins at 7 pm on the eve of the holiday and ends at 6:59 pm on the holiday.”

Replace with the following:

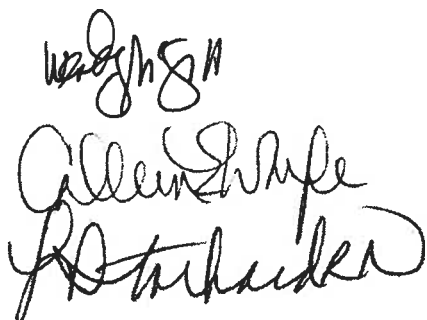
For nurses scheduled to work 12 hour shifts, a holiday shift begins between 7 pm on the eve of the holiday and 3 pm on the day of the holiday and lasts until the end of that shift. For example:

- A nurse who works from 7 pm on the eve of the holiday through 7 am on the day of the holiday will receive holiday pay for the entire shift.
- A nurse who works from 11 am to 11 pm on the day of the holiday will receive holiday pay for the entire shift.
- A nurse who works from 3 pm on the day of the holiday through 3 am on the day after the holiday will receive holiday pay for the entire shift.

The parties agree that holiday pay for any and all newly created shifts that are not encompassed in the above will be negotiated. The intent is to pay holiday pay for the nurse's holiday commitment.

TA 9/24/12


Handwritten signature of a representative, possibly a nurse or union official, with the name partially legible as "Cathy Jones".


Handwritten signatures of Allen Shupe and R. Stuchlik.

MNA #20
4/23/12

TA
9/24/12

Article 33 Reduction in Force

Modify:

Section 2 Notice

The Employer shall notify the Association and the initially affected nurses as well as all other members of the bargaining unit that there will be a reduction in force as soon as practicable, and no less than four (4) weeks prior to the effective date of the reduction in force. The notice to the bargaining unit shall also seek volunteers to be laid off, or to reduce their hours. At that time the Hospital will provide a sufficient number of copies of: the list of the initially affected nurses, a master seniority list and a seniority list for each nursing unit. The list of initially affected nurses shall include, name, bargaining unit seniority date, unit, shift and number of hours per week. Should any nurse who is laid off not receive the full four weeks prior notice referred to in the first sentence of this section, she/he will be entitled to any pay in lieu of notice for the omitted period of notice. Within five (5) calendar days of the notice, the Employer and the Association shall confer relative to any alternative procedure to be used to affect the lay off of unit members. In the absence of any agreement being reached within the notice period on any such alternative procedure, the following procedure shall apply.

Section 4 Options for Nurses Selected for Layoff

Modify first sentence:

"Any non-probationary full-time or part-time bargaining unit member who has received notice that her/his position will be eliminated or whose committed hours will be reduced may choose from among the following options within ten (10) calendars days of notice:"

Add:

" Any RN displaced from a position which again becomes available prior to one (1) full year after the implementation of the RIF shall have preference for said position."

Handwritten signature: *Callen [unclear]*

Handwritten signature: *Carol [unclear]*

MNA #28

5/9/12

Article 36. Seniority

Section 1. – Add new C.

Add seniority dovetail MOA April 2010

TA 10/10/12

On Sale
Contract 2000

Ward Hill
Allen Wolfe
L. Sturkender

**MEMORANDUM OF AGREEMENT
BETWEEN
UMASS MEMORIAL MEDICAL CENTER
AND
MASSACHUSETTS NURSES ASSOCIATION**

The Massachusetts Nurses Association (MNA) and UMASS Memorial Medical Center (UMMMC), subject to the approval by the members of the MNA bargaining unit at each of the MNA Memorial Hahnemann Home Health & Hospice (MHHHH) and University bargaining units, agree to the following modifications of the seniority provisions of the MNA/UMMMC MHHHH and University bargaining unit contracts.

1. Article 36 of the MNA/UMMMC MHHHH bargaining unit contract and Article XV of the MNA/UMMMC bargaining unit contract will be amended by adding a new Section 7 and Section 15.07 respectively, both of which will read as follows:

Notwithstanding any other provision of this Agreement to the contrary, on and after the effective date of this Section as determined pursuant to paragraph 2 below, the following provisions will define the seniority rights of any nurse transferring from the campus of the MNA/UMMMC MHHHH bargaining unit to the MNA/UMMMC University bargaining unit and/or from the MNA/UMMMC University bargaining unit to the MNA/UMMMC MHHHH.

(a) Any nurse whose position is transferred from one MNA/UMMMC bargaining unit to the other, and who elects to move to such other bargaining unit to retain her/his position, will also retain her/his original seniority date as established under the contract covering his/her position at the former bargaining unit, provided that transferring nurses whose seniority dates are earlier than January 11, 1976 will be deemed to have a seniority date of January 11, 1976 in the facility to which they are transferring, with ties to be resolved by resort to the nurses' actual dates of hire. If a transferring nurse with a seniority date earlier than January 11, 1976 in her/his original bargaining unit transfers back into her/his original unit, her/his actual seniority date will be restored in such original unit.

(b) The seniority date of any nurse whose position was transferred from one MNA/UMMMC bargaining unit to another MNA/UMMMC bargaining unit, between the effective date of the merger and the effective date of this Section will, upon the effective date of this Section, be restored to the original seniority date held by the nurse within the bargaining unit covering her position prior to the transfer.

an Employer initiated transfer
WPM
9/15

(c) Upon the effective date of this Section, a nurse from either MNA/UMMMC bargaining unit who voluntarily transfers to a position in the other MNA/UMMMC bargaining unit will retain his/her original seniority date held by her/him within the bargaining unit from which she/he is transferring.

(d) If no qualified nurses apply for vacancies from the MNA/UMMMC bargaining unit in which the vacancies occur, qualified nurses from the other MNA/UMMMC bargaining unit may apply for such vacancies and will have preference over all other applicants.

2. Article 37 of the MNA/UMMMC MHHHH bargaining unit contract and Article XIV of the MNA/UMMMC bargaining unit contract will be amended by adding a new sentence to Sections 1 and 14.01 respectively, both of which will read as follows:

A nurse whose position is transferred ~~or who voluntarily transfers~~ to a position in the other MNA/UMMMC bargaining unit will not be subject to the six-month probationary period and shall not be disciplined, discharged, suspended or demoted except for just cause. *A nurse who voluntarily transfers to a position in the other MNA/UMMMC bargaining unit shall be subject to a three month probationary period.*

3. The terms of this Memorandum of Agreement are subject to approval by each of the MNA/UMMMC bargaining units and will become effective upon the date that written notice of such approval has been provided by MNA to UMMMC.

Signed under seal this 21 day of April, 2010

For UMMMC:

[Signature]
[Signature]
[Signature]

For MNA:

Wendy McGinn 4/21/10
Jacqueline Grossman RN
Margaret McInnis
Deborah M. Boyer RN
Judith Smith-Hoguen
Lyare O. Starbuck RN

3/21/12
UMMMC PROPOSALS

UMASS MEMORIAL HAHNEMANN, HOME HEALTH AND HOSPICE

Hospital Proposal #10

Article 35 – Scheduling Earned Time:

Delete Section 8 in its entirety:

A RN with a special life event may be given preference, at the reasonable discretion of the manager, for vacation selection of two (2) weeks or less in any vacation period; provided that such nurse gives notice of her/his vacation selection no sooner than twelve (12) months and no later than six (6) months before the request deadline for the vacation period at issue. If a nurse is dissatisfied with the decision of her/his manager, she/he may request review of that decision by the Chief Nursing Officer (Memorial and Hahnemann Campuses) or with the Senior Director of Home Health and Hospice, whose decision shall be final. Such life event preference shall be limited to one event during the duration of the contract for any RN making such request.

Pages 43-44.

TA 9/24/12

Allen Shupe
Wendy McGill
R. Sturhender

Andrielle
Cathy J. Jones

UMASS MEMORIAL HAHNEMANN, HOME HEALTH AND HOSPICE AND
MASSACHUSETTS NURSES ASSOCIATION

TENTATIVE AGREEMENT
12/19/2012

1. The Hospital agrees to withdraw Hospital Proposal #21.
2. The MNA agrees to Hospital Proposal #22 (below).
 - a. Hospital Proposal #22 will not impact sick leave banks existing at the time of ratification.
 - b. The Hospital agrees to post a chart, substantially equivalent to Attachment A, setting forth the applicable caps on earned time accrual on HRConnect.

Hospital Proposal # 22

Article 10 – Earned Time:

Revise the sixth paragraph of Section 5 as follows:

A bargaining unit nurse may carry up to two (2) times his/her annual accrual of earned time. ~~Any accumulated earned time above that cap shall revert to the nurse's sick leave bank.~~ Earned time accrued in the current year, as well as any earned time carried forward from a prior year is available to the nurse.

Page 16.

Cain Deane 12/19/12
Cathy Jewell 12/19/12

12/19/12 1:30 pm
K. Stuhardner 12/19/12

ATTACHMENT A

The web page would look something like this:

Accrual Caps

Employees Covered under a Collective Bargaining Agreement with MNA at Memorial & Hahnemann Campuses

| Weekly Budgeted Hours | Years of Service | |
|-----------------------|---------------------------|----------------------------|
| | Hours Cap for 0 - 4 Years | Hours Cap for 5 Plus Years |
| | Years | Years |
| 20 | 225 | 265 |
| 21 | 236.25 | 278.25 |
| 22 | 247.5 | 291.5 |
| 23 | 258.75 | 304.75 |
| 24 | 270 | 318 |
| 25 | 281.25 | 331.25 |
| 26 | 292.5 | 344.5 |
| 27 | 303.75 | 357.75 |
| 28 | 315 | 371 |
| 29 | 326.25 | 384.25 |
| 30 | 337.5 | 397.5 |
| 31 | 348.75 | 410.75 |
| 32 | 360 | 424 |
| 33 | 371.25 | 437.25 |
| 34 | 382.5 | 450.5 |
| 35 | 393.75 | 463.75 |
| 36 | 405 | 477 |
| 37 | 416.25 | 490.25 |
| 38 | 427.5 | 503.5 |
| 39 | 438.75 | 516.75 |
| 40 | 450 | 530 |

And the link would likely be placed on the new pay statement selection screen where the red box is:



SIGN OFF
My Team
My File
My Payroll
My Benefits
My Inbox
>> United Way

Welcome
My Pay Statements x

Pay Statements
Nurse name and employee id

→

**To view detailed pay information, select a check date and click Continue.
To view your earned time accrual caps, click here.**

From Date:

To Date:

Search
Reset Form

| Select | Pay History | Gross Pay | Pay Statements |
|--------|-------------|-----------|----------------|
|--------|-------------|-----------|----------------|

WJM
 12/19/12
 (LPS) 12/19/12