

January 28, 2013

*1/28/13
11:47am*

UMASS MEMORIAL MEDICAL CENTER COMPREHENSIVE PACKAGE PROPOSAL

1. Wages (MNA-U Proposal No. 38/MNA-M Proposal No. 27):

- Effective as soon as practicable following ratification, provide a 1% bonus to each full-time and regularly scheduled part-time nurse who has been employed at least six months as of the date of ratification (calculated based on the nurse's base hourly rate as of ratification X regularly scheduled hours per week as of ratification X 52 X .01).
- A 1.5% across the board increase (ATB) applies to all steps and will be effective the first full shift beginning on or after 11:00 p.m. on 8/1/13.
- A 1.5% across the board increase (ATB) applies to all steps and will be effective the first full shift beginning on or after 11:00 p.m. on 8/1/14.

2. Duration. Expires January 31, 2015.

3. Pension (UMMMC-U No. 12/UMMMC-M No. 18):

Add the following language:

The current plan design for the defined benefit plan and the 401(k) plan shall remain in effect through December 31, 2016.

Effective January 1, 2017, the defined benefit pension plan will be AMENDED:

DEFINED BENEFIT PENSION PLAN

Monthly pension at age 65 earned after December 31, 2016

- 1.25% of each year's pay divided by 12, not subject to any cap on years of credited service
- Eligible pay includes base pay and shift differential (up to 40 hours per week)

The change in the benefit formula is more fully set forth in Exhibit A hereto. To the extent this provision differs from the terms set forth in the Plan's Summary Plan Description ("SPD"), the SPD controls.

Also effective January 1, 2017:

401(k) PLAN

401(k) match is increased from 25% to 50% on every dollar contributed up to 4% of compensation.

January 28, 2013

Delete the following language from Section 12.01 of the UMMMC-U CBA, Subsections C and D:

The above paragraph also applies to maintain the current pension plan including the 401K plan.

4. Accruals.

- UMMMC-U Proposal No. 13.

Section 9.02:

a) Vacation leave with pay shall be accrued to full-time bargaining unit RNs at the end of each full month of employment, as follows:

Length of continuous full-time “creditable service” as of the end of each applicable month

Vacation Leave Accrued

Less than 55 months (4½ years).

~~5/6~~7/12 day per month (total of ~~10~~7 days per year.)

55 months, (4½ years) but less than 115 (9½ years).

~~1 1/4~~ days per month (total of ~~15~~12 months days per year.)

115 months, (9½ years) but less than 235 (19½ years).

~~1 2/3~~5/12 days per month (total of ~~20~~ months 17 days per year).

235 months or more (19½ years).

~~2 1/2~~1 5/6 days per month (total of ~~25~~22 days per year).

- ~~UMMMC-U Proposal No. 14, as modified.~~

~~Section 10.01 – Sick Leave:~~

~~A full-time bargaining unit RN shall accumulate sick leave with pay credits at the rate of one and one-quarter one-sixth (1 1/6 1/4) work days for each full payroll month of employment. A bargaining unit RN on any leave with pay or industrial accident leave shall accumulate sick leave credits.~~

- UMMMC Proposal No. 19.

Article 10 – Earned Time:

Revise Section 1 as follows:

Earned time provides accrued time off to be used by full-time and regular part-time employees with the approval of their supervisor for absences due to vacation, personal illness or personal time. Eligible employees shall accrue earned time for each hour paid up to budgeted hours

January 28, 2013

~~worked~~ in a week up to a maximum of 40 hours in accordance with their years of service as indicated:

<u>Years of Service</u>	<u>Hourly Accrual</u>	<u>for 40 hrs.</u>	<u>Hours/yr for 40 hrs.</u>
0-4	.10770 <u>.09670</u>	4.3100 <u>3.8700</u>	225 <u>201</u>
5+	.12700 <u>.11587</u>	5.0800 <u>4.6346</u>	265 <u>241</u>

5. Health Insurance (UMMMC-U Proposals Nos. 18 and 19/UMMMC-M Proposal No.23)

As modified:

Full-time – No change in premium sharing

Part-time – ~~77%/23%~~75%/25% effective ~~January~~ March 1, 2013 (excluding PPO rates which shall remain the same)

Continue health insurance side letter for term of this agreement. See attached.

6. Memorial On-Call:

UMMMC-M Counterproposal to MNA #30:

Replace Article 30, Section 4 with the following effective March 1, 2013:

Each time an on-call nurse is required to report to work and is cancelled before performing any work or works one (1) hour or less, the nurse will be paid a minimum of three (3) hours. Each time an on-call nurse is required to report to work and works more than one (1) hour, the nurse will be paid a minimum of four (4) hours.

7. Subcontracting

UMMMC Counterproposal to MNA-U #3; MNA-M #3:

The Hospital will not contract out bargaining unit work in core service areas. For the purposes of this Section, core service areas are defined as inpatient units, OR, PACU and the Emergency Department. Nothing herein shall limit the Hospital's right to use travelers, temporary/casual, agency, leased and/or per diem nurses.* This Section sunsets and automatically terminates at the expiration of this Agreement on January 31, 2015.

* We would delete the reference to per diem nurses in the Memorial contract.

8. Tentative Agreements. All tentative agreements to date.

- MNA-U

-MNA Proposal No. 1

January 28, 2013

- MNA Proposal No. 7
- MNA Proposal No. 18
- MNA Proposal No. 20
- MNA Proposal No. 22
- MNA Proposal No. 25
- MNA Proposal No. 28
- MNA Proposal No. 29
- MNA Proposal No. 31
- MNA Proposal No. 39
- UMMMC Proposal No. 6 and MNA Proposal No. 14
- UMMMC Proposal No. 11

- MNA-M

- MNA Proposal No. 1
- MNA Proposal No. 7 (as countered by Memorial)
- MNA Proposal No. 15
- MNA Proposal No. 20 (as countered by Memorial)
- MNA Proposal No. 23
- MNA Proposal No. 28
- UMMMC Proposal No. 10
- UMMMC Proposal No. 22

| 79. All other UMMMC and MNA proposals are withdrawn without prejudice.

SIDE LETTER

Effective January 1, 2012 through December 31, 2013 all employees of the Hospital who are represented by MNAU will be eligible to enroll in a health care plan offered to MNAU members provided they:

1. Occupy a budgeted position of 20 or more hours;
2. Are eligible to enroll in health care coverage, in accordance with the terms of the plan;
3. For all employees with a date of hire on or after 01/01/2012 who elect to enroll in a health care plan through the hospital, and has a spouse or spousal equivalent, and the spouse or spousal equivalent has access to a health insurance plan through his/her employer*, then the employee can either;
 - a. Purchase an individual primary care coverage plan from the Hospital, and the employee's spouse or spousal equivalent would be required to purchase an individual primary care coverage plan from his/her employer, or
 - b. Purchase a family primary care coverage plan from the Hospital, and the employee's spouse or spousal equivalent would be required to purchase an individual primary care coverage plan from his/her employer. Other dependants covered on the employee's family plan will not be affected.
4. The spouse's or spousal equivalent's primary care coverage would be through his/her employer's health care plan. The Hospital will reduce the employee contribution in an amount equal to the cost of the spouse's or spousal equivalent's contribution toward his/her insurance premium for coverage under his/her employer's plan, up to the amount of premium contribution paid by an employee who elects family coverage under the Hospital plan.
5. The Spouse's or spousal equivalent's benefits will be subject to coordination of benefits by the Hospital to ensure that coverage is equal to the coverage that is offered to employees under the Hospital's health plan. In no case will additional costs that would have been covered had the spouse/spousal equivalent remained solely on the Hospital's plan be the responsibility of the employee, the spouse or spousal equivalent.
6. The Spouse's or spousal equivalent's contribution toward his/her premium expenses for coverage under his/her employer's plan will be reviewed annually.
7. Employees will not be required to comply with the requirements of this Health Insurance Spousal Coordination plan if it is documented that the spouse or spousal equivalent does not have access to a health insurance plan through his/her employer. They may also opt out of the plan if it is documented that the weekly premium cost of their spouse or spousal equivalent's individual plan would exceed the amount of premium contribution paid by an employee who elects family coverage under the hospital plan.

*his/her employer for purposes of this agreement is an employer other than UMMMC.