

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
LOCAL 300

## **PREAMBLE**

This collective bargaining agreement is entered into this 23<sup>rd</sup> day of February, 2004 by and between the University of Massachusetts Medical School ("UMMS" or "Employer") and the National Association of Government Employees ("Union") and 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 Facility and Community Reimbursement Departments of the Commonwealth Medicine Revenue Operations Program: Revenue Operations Coordinators and Revenue Operations 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 Facility and Community Reimbursement units of the Commonwealth Medicine Revenue Operations Program: Revenue Operations Assistants, Revenue Operations Specialists, and Administrative Assistants, 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**

The parties recognize and agree that bargaining units A and B are newly-recognized units with no prior bargaining history, and that the employees in these units (with the exception of seven existing employees who are now included in these units) are new employees of UMMS. They agree that employees in bargaining units A and B shall be subject to the policies, practices, compensation systems and benefit plans applicable to non-managerial, non-represented employees of UMMS and that the salary and benefit details set forth in offer letters to former EOHHS employees who accepted offers of employment by the UMMS Commonwealth Medicine Revenue Operations Program shall remain in full force and effect for those employees. Newly hired bargaining unit employees who were not previously employees of EOHHS shall be hired at rates established by UMMS.<sup>1</sup>

The parties further recognize that new employees of UMMS serve a six-month probationary period, during which they may be terminated at the discretion of the employer, without recourse. They agree that beginning with the start of the seventh month of this agreement, those employees in the bargaining unit who have been continuously employed in the bargaining unit for six consecutive months or more shall not be discharged, suspended or demoted for disciplinary reasons without just cause, and that such disciplinary events shall be subject to the contractual mediation and arbitration procedure.

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

#### **2007 Merit Program**

Members of the bargaining unit shall continue to participate in the UMMS merit program for Non-Exempt and Exempt non represented employees. Bargaining unit members shall be subject

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<sup>1</sup> The parties recognize the operative language of this paragraph refers to a transition agreement executed on February 23, 2004.

to the compensation policies and practices for the 2007 merit program as described in the Merit Guidelines distributed on February 2007 (Appendix A). The merit pool available for the bargaining unit shall equate to three and a half percent (3.5%) of the bargaining unit payroll as of June 24, 2007.

#### 2008 Merit Program

Members of the bargaining unit shall continue to participate in the UMMS merit program for Non-Exempt and Exempt non represented employees. Bargaining unit members shall be subject to the compensation policies and practices for the 2008 merit program as described in the Merit Guidelines distributed on February 2008 (Appendix B). The merit pool available for the bargaining unit shall equate to three percent (3%) of the bargaining unit payroll as of June 22, 2008.

#### 2009 Wage and Salary Program

##### Grade Ranges

Bargaining unit shall have four grade ranges established for: Supervisor, Revenue Operations; Coordinator, Revenue Operations; Revenue Operations Specialist; Revenue Operations Assistant. These ranges shall be established effective January 1, 2009 as listed in Appendix C of this agreement. Ranges shall remain in effect for remainder of contract period. A grade range for the title of Administrative Assistant shall be created for future postings under that title consistent with Article 3 of the collective bargaining agreement.

##### Merit Program

Bargaining unit members shall continue to participate in the Medical School's merit program for Non-Exempt and Exempt non-represented employees. The Medical School's compensation policies and practices shall continue to apply to all bargaining unit members and the salary schedules now established under appendix C shall be incorporated under those policies and practices.

Bargaining unit members under the maximum of their assigned grade range as of January 1, 2009 will receive base rate increases consistent with UMMS merit policies and procedures and shall not receive base wage adjustments above the maximum rate assigned for their title.

### Bonus Program

Bargaining unit members who are on active payroll within the bargaining unit as of the ratification date of this agreement shall receive a five hundred dollar (\$500) lump sum bonus within 30 days from the execution of this agreement.

Bargaining unit members who are on active payroll within the bargaining unit as of July 1, 2009 shall receive a five hundred dollar (\$500) lump sum bonus the first Sunday of the first full payroll period within July 2009.

### Statement of Commitment for Career Pathways

The Revenue Operations Program will commit to evaluating the process of career pathways for bargaining unit members in its operational units. Such analysis may include updating current job descriptions, an examination of grade classifications or the possibility of new job titles and functions for bargaining unit members. Any proposed changes as a result of this career pathways analysis will be reviewed with the union and subject to the guidelines of M.G.L. c 150E. The process of reviewing current job classifications and job descriptions will begin no later than forty-five days following the execution of the agreement and will be completed by the close of the agreement.

UMMS shall establish a reserve fund of \$65,000 to address potential cost considerations which may result from the implementation of the analysis of grade classifications and potential equity concerns.

### *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 as 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**

The Employer agrees that through June 30, 2005, there shall not be a partial reduction in force affecting any employee who formerly was employed by the Executive Office of Health and Human Services and who commenced employment with the Employer on February 1, 2004. A partial reduction in force means a reduction in force that does not affect all members of the bargaining unit. 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 shall be effective on the date of its ratification by the Union through June 30, 2010. Should a successor Agreement not be executed by June 30, 2010, this Agreement shall remain in full force and effect until a successor Agreement is executed.

## **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:

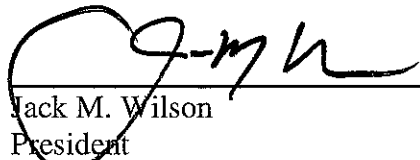
The Joint Working Committee, a group of UMASS employees, comes together to work on a common goal, open communication, discuss mutual questions, issues, and/or concerns that exist in the workplace. We strive to reach solutions and improvements that all parties are agreeable to. Our ultimate goal is to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

**FOR THE UNIVERSITY OF MASSACHUSETTS:**

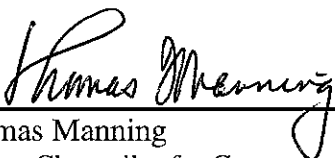
  
\_\_\_\_\_  
Jack M. Wilson  
President

6/10/2009  
\_\_\_\_\_  
Date

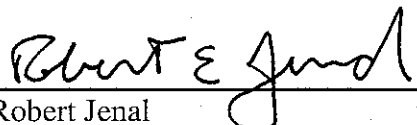
  
\_\_\_\_\_  
Roy Milbury  
Director of Human Resources for the  
University of Massachusetts System

6/8/09  
\_\_\_\_\_  
Date


**FOR THE UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL:**

  
\_\_\_\_\_  
Thomas Manning  
Deputy Chancellor for Commonwealth Medicine &  
Strategic Facilities Planning

5/19/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert Jenal  
Vice Chancellor of Administration and Finance

5/22/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ethan Mutschler  
Senior Manager of Labor and Employee Relations

4-17-09  
\_\_\_\_\_  
Date

FOR THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

Carol A Fitzpatrick  
Carol Fitzpatrick  
President, NAGE Local 300

4/22/09  
Date

Bernard Loughnane  
Bernard Loughnane  
National Representative, NAGE

4/22/2009  
Date

## **2007 Non-Unit Merit Program – Schedule (excluding SuccessFactors pilot groups)**

<b><u>Action</u></b>	<b><u>Date</u></b>
Merit Guidelines distributed at Department Head Meeting	2/1/07
Leveraging Performance Workshops	Feb
Merit guidelines and excel spreadsheet of merit eligible employees sent to department contacts (Electronic Distribution)	4/9/07
E- Mail reminder sent to Department Contacts that performance appraisals, with two levels of signatures, are due on 5/11	4/30/07
Hold performance, feedback, and development discussions with employees after obtaining the necessary signatures	Varies
Departments send excel spreadsheet to Sr. Administrator via email for sign off (with 5.5% increase justifications attached)	5/11/07
Completed and signed performance appraisals sent to HR Compensation (Employees with completed appraisals dated 1/1/07 or later will be considered 'current')	5/11/07
Sr. Administrators send approved excel merit spreadsheet to Human Resources via email	5/18/07
Review of performance evaluations and roll-up merit budget totals	6/1/07
Departments notified of approved employee merit increase (electronic distribution)	6/11/07
Personalized Employee Statements sent to department contacts (electronic distribution)	6/26/07
Managers meet with employees to distribute Personalized Employee Statements	Begin 6/26/07
Merit increases effective	6/24/07
Merit increases in paychecks	7/13/07

## **2007 MERIT PROGRAM**

UMMS has worked diligently to employ a highly qualified and loyal workforce that is committed to our mission. The school is committed to rewarding employee performance even when state and national economic factors make it extremely difficult to do so. The merit pool for this year will be 3.5%. Merit-based salary changes will be effective **June 24, 2007**.

The following 2007 merit program guidelines will govern the granting of merit increases for designated exempt and non-exempt non-union employees. Employees covered by a collective bargaining agreement, Faculty, Post Doctoral Fellows, Residents, Correctional Health sites, Per Diems, 03s, Temprites and employees designated as Hospital leased employees are not eligible for this particular merit program.

The 2007 merit increases may only be communicated to employees after the Personalized Employee Statements are received. This discussion must take place only in a one-on-one session with the employee.

## **ELIGIBILITY**

1. Employees must have been **hired prior to January 1, 2007 and have a current performance appraisal (dated 1/07 or later)**. The required performance appraisal form(s) can be located on the intranet at the following address: **<http://inside.umassmed.edu/hr/forms/index.cfm>**
2. An employee on an authorized leave of absence and who has worked a minimum of six months between January 1, 2006 and December 31, 2006 is eligible for a 2007 merit increase upon return to active status.
3. Employees who terminate or have given notice prior to the merit increase date of 6/24/07, are not eligible to receive a merit increase. *This money may not be re-distributed by the department for other employees.*
4. Employees who have transferred to a new department between October 1, 2006 and March 31, 2007, and do not have six months in the new department will receive a merit increase based on a performance rating done by their current Department Head in collaboration with their former Department Head (or direct supervisor). Please remember that the merit increase is paid out of the current department's budget.
5. An employee hired between January 1, 2007 – June 24, 2007 will be eligible for an increase of up to 1.75% at the completion of his/her probationary period and will then be eligible for the next UMMS merit cycle.

## **MERIT AWARD PROCESS**

1. Merit guidelines and merit eligible employee spreadsheets will be sent electronically to department contacts.
2. Recommended merit increases should be based on the employee's overall rating so that higher rated employees receive larger merit increases.
3. Adherence to the overall departmental budget parameter for all salary increases must be followed for your overall department merit recommendations.
4. The prior written approval of the Deputy Chancellor of Finance and Administration is required before a merit increase of 5.5% or greater is awarded.
5. The Department Head or Administrator responsible for the merit process must enter the merit increase amount, overall performance rating, and performance review date onto the Excel merit spreadsheet and e-mail it to their Senior Administrator for sign off.
6. The Sr. Administrator responsible for sign off will e-mail the approved departmental Excel merit spreadsheet to Compensation by 5/18/07
7. Departments will be asked to verify the final merit increases before the individual Personalized Salary Statements are sent to them for employee distribution.

## **PERFORMANCE APPRAISAL PROCESS**

1. The five performance ratings for the merit program are:

**OUTSTANDING:** Performs with unusual distinction; may show special talent or ability.

**EXCEEDS:** Gives extra effort and produces results beyond expectations and requirements.

**MEETS:** Consistently meets expectations and requirements. If new to the job, learning progress equals expectations.

**NEEDS IMPROVEMENT:** Meets some job requirements and needs to improve in other functions.



**DOES NOT MEET:** Overall performance is unsatisfactory and fails to meet the basic job requirements.

2. The department must forward completed performance appraisals with original signatures to Compensation, Room 178, Shaw Building by 5/11/07.

<p align="center"><b>PERFORMANCE APPRAISAL WORKSHOPS AND OTHER SUPPORT FOR MANAGERS</b></p>
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1. For the third year, HR will conduct Levering Performance workshops to support managers during the annual performance management process. The format has been modified using the feedback from last year. We are offering 1-1/2 hour workshops which all managers will attend together, and an additional 1/2 hour after each session for individual questions. The sessions will be held at various times and locations to make participation as convenient as possible.
2. All **newly hired or promoted managers** are strongly encouraged to attend. You will learn three sets of skills: *Process and Preparation*, *Delivery and Feedback*, and *Development Planning*. There will be a dedicated session for managers who are preparing performance assessments for SHARE employees.
3. If you have questions about the preparation of a particular performance appraisal you are working on, please make an appointment with your department's HR Consultant.

Leveraging Performance Workshops *			
<u>Training Site</u>	<u>Date</u>	<u>Place</u>	<u>Time</u>
Medical School	Feb. 6	Amphitheater 1	12:30 – 2:30
Schrafft Building	Feb. 7	Board Room	1:00 – 3:00
Century Drive	Feb. 8	1 <sup>st</sup> Floor	1:00 – 3:00

China Trade	Feb. 9	Learning Center	1:00 – 3:00
Medical School	Feb. 12	Amphitheater 1	12:30 – 2:30
Chang Building	Feb. 12	Conference Room	1:30 – 3:30
Medical School	Feb. 14	Amphitheater 1	12:30 – 2:30
Medical School	Feb. 21	Amphitheater 1	12:30 – 2:30

\* Please contact your Human Resources Consultant if you were unable to attend one of the above workshops and need assistance.



*APPENDIX B*

**2008 MERIT GUIDELINES**  
**FOR**  
**NON-EXEMPT AND EXEMPT NON-UNION EMPLOYEES**

*February, 2008*

## 2008 Non-Unit Merit Program – Schedule

<u>Action</u>	<u>Date</u>
Merit Guidelines distributed at Department Head Meeting	3/6/08
Leveraging Performance Workshops	Feb-March
Merit guidelines and excel spreadsheet of merit eligible employees sent to department contacts (Electronic Distribution)	4/9/08
E- Mail reminder sent to Department Contacts that performance appraisals, with two levels of signatures, are due on 5/9/08	4/28/08
Hold performance, feedback, and development discussions with employees after obtaining the necessary signatures	Varies
Departments send excel spreadsheet to Sr. Administrator via email for sign off (with 5% increase justifications attached)	5/9/08
Completed and signed performance appraisals sent to HR Compensation (Employees with completed appraisals dated 1/1/08 or later will be considered 'current')	5/9/08
Sr. Administrators send approved excel merit spreadsheet to Human Resources via email	5/16/08
Review of performance evaluations and roll-up merit budget totals	5/30/08
Departments notified of approved employee merit increase (electronic distribution)	6/10/08
Personalized Employee Statements sent to department contacts (electronic distribution)	6/24/08
Managers meet with employees to distribute Personalized Employee Statements	Begin 6/25/08
Merit increases effective	6/22/08
Merit increases in paychecks	7/11/08

## 2008 MERIT PROGRAM

UMMS has worked diligently to employ a highly qualified and loyal workforce that is committed to our mission. The school is committed to rewarding employee performance even when state and national economic factors make it extremely difficult to do so. The merit pool for this year will be 3%. Merit-based salary changes will be effective **June 22, 2008**.

The following 2008 merit program guidelines will govern the granting of merit increases for designated exempt and non-exempt non-union employees. Employees covered by a collective bargaining agreement, Faculty, Post Doctoral Fellows, Residents, Correctional Health sites, Per Diems, 03s, Temprites and employees designated as Hospital leased employees are not eligible for this particular merit program.

The 2008 merit increases may only be communicated to employees after the Personalized Employee Statements are received. This discussion must take place only in a one-on-one session with the employee.

## ELIGIBILITY

1. Employees must have been **hired prior to January 1, 2008 and have a current** performance appraisal (**dated 1/08 or later**). The required performance appraisal form(s) can be located on the intranet at the following address:  
**<http://inside.umassmed.edu/hr/forms/index.aspx?linkidentifier=id&itemid=21978>**
2. An employee on an authorized leave of absence and who has worked a minimum of six months between January 1, 2007 and December 31, 2007 is eligible for a 2008 merit increase upon return to active status.
3. Employees who terminate or have given notice prior to the merit increase date of 6/22/08 are not eligible to receive a merit increase. *This money may not be re-distributed by the department for other employees.*
4. Employees who have transferred to a new department between October 1, 2007 and March 31, 2008, and do not have six months in the new department will receive a merit increase based on a performance rating done by their current Department Head in collaboration with their former Department Head (or direct supervisor). Please remember that the merit increase is paid out of the current department's budget.
5. An employee hired between January 1, 2008 – June 22, 2008 will be eligible for an increase of up to 1.5% at the completion of his/her probationary period and will then be eligible for the next UMMS merit cycle.

<b>MERIT AWARD PROCESS</b>
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3. Merit guidelines and merit eligible employee spreadsheets will be sent electronically to department contacts.
4. Recommended merit increases should be based on the employee's overall rating so that higher rated employees receive larger merit increases.
8. Adherence to the overall departmental budget parameter for all salary increases must be followed for your overall department merit recommendations.
9. The prior written approval of the Vice Chancellor, Administration & Finance is required before a merit increase of 5% or greater is awarded.
10. The Department Head or Administrator responsible for the merit process must enter the merit increase amount, overall performance rating, and performance review date onto the Excel merit spreadsheet and e-mail it to their Senior Administrator for sign off.
11. The Sr. Administrator responsible for sign off will e-mail the approved departmental Excel merit spreadsheet to Compensation by 5/16/08
12. Departments will be asked to verify the final merit increases before the individual Personalized Salary Statements are sent to them for employee distribution.

<b>PERFORMANCE APPRAISAL PROCESS</b>
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1. The five performance ratings for the merit program are:

**OUTSTANDING:** Performs with unusual distinction; may show special talent or ability.

**EXCEEDS:** Gives extra effort and produces results beyond expectations and requirements.

**MEETS:** Consistently meets expectations and requirements. If new to the job, learning progress equals expectations.

**NEEDS IMPROVEMENT:** Meets some job requirements and needs to improve in other functions.

**DOES NOT MEET:** Overall performance is unsatisfactory and fails to meet the basic job requirements.

2. The department must forward completed performance appraisals with original signatures to Compensation, Room 178, Shaw Building by 5/9/08.

<p align="center"><b>PERFORMANCE APPRAISAL WORKSHOPS AND OTHER SUPPORT FOR MANAGERS</b></p>
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HR will conduct Leveraging Performance workshops to support managers during the annual performance management process. The format has been modified using the feedback from last year. Rather than just an overview of best practices, we will focus on specific issues and concerns that you have with gathering data, writing effective and appropriate comments, creating development plans, and presenting feedback based on the appraisals to employees. We are offering 1-1/2 hour workshops which all managers will attend together, and an additional 1/2 hour after each session for individual questions. The sessions will be held at times and locations listed below to make participation as convenient as possible. All **newly hired or promoted managers** are strongly encouraged to attend. The dates for Performance Appraisal Workshops will be posted on the HR website. It is requested that you register online for the session that you would like to attend.

We will also schedule sessions for departments who have unique concerns and wish to discuss them in a private and confidential environment. Please contact your HR Consultant or the Workplace Learning Team if you have questions or wish to schedule a session.

<p><b>Leveraging Performance Workshops *</b></p>
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<u>Training Site</u>	<u>Date</u>	<u>Place</u>	<u>Time</u>
Medical School	Feb. 12	Goff Learning Center (S1-608)	10:00 – 12:00
Schrafft Center	Mar. 4	Sullivan Sq Conference Room	10:00 – 12:00
China Trade	Mar. 6	Conference Room #214	10:00 – 12:00

China Trade	Mar. 6	Conference Room #214	12:00 – 2:00
South St 12:00	Mar. 14	Greece/Finland Conference Room (Third Floor)	10:00 –
Medical School	Mar. 20	S2-351/352	10:00 – 12:00

\* Please contact your Human Resources Consultant if you were unable to attend one of the above workshops and need assistance.



**APPENDIX C**

<b>Title</b>	<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>Supervisor, Revenue Operations</b>	<b>43</b>	<b>\$37,960.00</b>	<b>54,912.00</b>	<b>74,713.88</b>
<b>Coordinator, Revenue Operations</b>	<b>42</b>	<b>34,507.20</b>	<b>49,920.00</b>	<b>67,604.71</b>
<b>Revenue Operations Specialist</b>	<b>17</b>	<b>32,323.20</b>	<b>41,184.00</b>	<b>53,563.88</b>
<b>Revenue Operations Assistant</b>	<b>16</b>	<b>30,492.80</b>	<b>38,937.60</b>	<b>50,373.16</b>