Agreement

between

Boston Medical Center

and

Massachusetts Nurses Association

February 3, 2008 – February 2, 2011
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AGREEMENT

This Agreement is entered into this 3rd day of November 2008, by and between Boston Medical Center, hereinafter referred to as “BMC” or “the Hospital” and the Massachusetts Nurses Association, hereinafter referred to as “the Union.” Agreements are effective upon ratification unless specifically agreed to by BMC and the MNA.

Preamble

The Hospital and the Union(s) agree to cooperate with one another in an effort to achieve understanding and harmony, to serve the needs of the community regardless of status or ability to pay, to assure proper dignity and respect for patients and everyone who works at the Boston Medical Center, to assure efficient operations, and to meet the highest standards possible in the service provided.

Article I. Employee Representative Recognition

The Hospital recognizes the Massachusetts Nurses Association (“MNA”) as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time and regular part-time registered nurses and all regular full-time and regular part-time advanced practice nurses and per diem nurses employed by the Hospital at its 88 East Newton Street, Boston, Massachusetts, location, and at all other locations where the MNA has been recognized or certified as the exclusive bargaining agent for registered nurses employed by the Hospital, but excluding all other licensed practical nurses, physicians, other professional employees, technical employees, skilled maintenance employees, business office clerical employees, non-professional employees, students, temporary employees, casual employees, confidential employees, managerial employees, guards and supervisors, as defined in the National Labor Relations Act, and all other employees.

Article II. Union Security

Section 1. Except as provided below, upon completion of the probationary period (per Article IV), an RN in the bargaining unit covered by this Agreement shall, as a condition of employment, become a member of the MNA. RNs, including those who worked for the City of Boston Department of Health and Hospitals (“DH&H”),
the City of Boston Trustees of Health and Hospitals (“TH&H”) or Boston University Medical Center Hospital (“BUMCH”) on June 30, 1996 and who paid an agency fee to a labor organization which represented DH&H, TH&H or BUMCH RNs at that time, may, as a condition of employment, pay to the MNA an agency fee to cover the cost of collective bargaining and contract administration instead of becoming a member of the Union. The Hospital agrees to deduct dues and/or initiation fees or agency service fees, in an amount certified by the MNA, upon receipt of a properly executed payroll authorization deduction form from each RN who wishes such a deduction be made. An RN may revoke such payroll authorization any time by giving thirty (30) days’ written notice to the Hospital.

Any RN, who becomes a member of the union during this Agreement, or prior to it, shall remain a member of the union in good standing during the life of this Agreement.

Section 2. RNs who do not sign written authorizations for dues deductions or agency service fee deductions must adhere to the same payment procedure by making such payments directly to the MNA. For purposes of this Article, an RN shall be considered a member of the Union in good standing if he/she tenders the periodic dues and fees uniformly required as a condition of membership.

Section 3. A check for the amount of the dues or agency service fee deducted will be sent to the MNA’s office within thirty (30) days of the end of the month in which they are deducted, together with a list of all RNs from whom dues and fees have been deducted.

Section 4. The Hospital assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the MNA agrees that it will indemnity and hold the Hospital harmless from any claim, action, omission, or proceeding by any RN arising from deductions made by the Hospital under this Article. Once the funds are transmitted to the union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the union.

Section 5. The Hospital shall not be obliged to make dues deductions of any kind from any RN who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 6. An RN who has failed to maintain membership in good standing, as required by this Article, shall, within thirty (30) calendar days following receipt of a written demand to the Hospital from the Union requesting his/her discharge, be
discharged, if during such period, the required dues and/or fees (when appropriate) have not been tendered.

**Article III. Non-Discrimination**

**Section 1.** The Hospital and the Union agree that no RN covered by this Agreement shall be discriminated against on the basis of race, religion, creed, color, age, national origin, ancestry, sex, marital status, parental status or sexual orientation.

The Hospital and the Union further agree that a qualified RN with a disability who is able to perform the essential functions of his or her position or of a specific position for which he or she is being considered, with or without reasonable accommodation, shall not be discriminated against on the basis of his or her disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

The Hospital and the Union also agree that no RN covered by the Agreement shall be discriminated against on the basis of union activity/membership or lack thereof. Any alleged violation of the preceding sentence shall be addressed at the National Labor Relations Board in accordance with its rules and regulations, and not in accordance with the provisions of Article V - Grievance Procedure.

**Section 2.** If an RN files a discrimination charge covered by this Article with a state or federal agency, the Hospital and the Union agree that the RN and the Union waive their respective rights to arbitrate any grievance based on a claim of a violation of Section 1 above. If the RN withdraws his or her charge with prejudice, other than in the case of a mutually agreeable settlement, the grievance shall be arbitrable if otherwise timely and appropriate. If a grievance has already been arbitrated before or at the time the discrimination charge is filed, any remedy already granted is waived.

**Section 3.** The Hospital and the Union(s) shall meet at the request of either party at mutually agreeable times to confer regarding the Hospital’s efforts to achieve a diverse workforce, including, but not limited to, recruitment and advancement opportunities.

**Article IV. Probationary Period**

**Section 1.** Up to one hundred twenty (120) calendar days for a newly hired or rehired RN, discounting any significant absence from scheduled work time, shall be considered a probationary period. The Hospital may extend this probationary period once in a block of up to thirty (30) calendar days. The provisions of the Grievance
Procedure shall not apply to the discipline or discharge of an RN, or anyone on the RN’s behalf, during this probationary period.

Article V. Grievance Procedure

Section 1. For the purposes of the Agreement, a grievance shall mean any complaint or dispute arising out of the interpretation or application of a specific provision of this Agreement during the term of this Agreement or extensions of it.

Section 2. A grievance shall be filed by an RN covered by this Agreement and a signatory to this Agreement or a signatory to this Agreement. If possible, adversely affected RNs shall be identified in the grievance.

Section 3. A grievance shall be considered in accordance with the following grievance procedure, except that no grievance shall be considered which has not been presented at and in accordance with Step 1 of this Grievance Procedure within twenty-one (21) calendar days after the grievant or the union knew or had reason to know of the incident giving rise to the grievance, whichever is sooner.

Step 1: The parties shall attempt to resolve grievances informally prior to putting them in writing. Notwithstanding this, the grievance must be presented by the grievant and the union, or the union, as the case may be, in writing, to the designated immediate supervisor within the time period set forth above. The grievance shall state the contract provision(s) alleged to have been violated and the specifics of the alleged violation, if possible, and shall be on the form attached to this contract the parties then agree to meet at a mutually convenient time, within ten (10) calendar days to discuss the grievance. The designated immediate supervisor shall answer the grievance, in writing, within seven (7) calendar days.

Step 2: If the grievance is not resolved at Step 1, the grievance must be presented by the grievant and the union, or the union, in writing to the appropriate Department Head or designated supervisor within seven (7) calendar days after the designated immediate supervisor’s response to the grievance or the date on which that response was due, whichever is earlier. The Department Head or designated supervisor may hold a meeting on the grievance within ten (10) calendar days after receiving it. The Department Head or designated supervisor shall answer the grievance, in writing, within seven (7) calendar days after a meeting was held or after receipt of the grievance if no meeting was held. Class grievances may be initially presented at Step 2.
Step 3: If the grievance is not resolved at Step 2, the grievance must be presented by the grievant and the union, or the union, in writing, to the Vice President of Human Resources within seven (7) calendar days after the Department Head or designated supervisor’s response to the grievance, or the date on which that response was due, whichever is earlier. The Vice President of Human Resources or his/her designee shall hold a meeting on the grievance within ten (10) calendar days after receiving it. The Vice President of Human Resources or his or her designee shall answer the grievance, in writing, within seven (7) calendar days after a meeting was held, or after receipt of the grievance if no meeting was held. The Union and the Hospital may waive the time limits for holding a meeting, or the holding of a meeting altogether, at this Step by mutual agreement.

Copies of all responses from Management at each step of the grievance procedure will be sent as a courtesy to the MNA Unit Chairperson.

Step 4: (a) If the grievance is not resolved at Step 3, it must be referred to arbitration by the union, and only the union, which represents the grievant, within thirty (30) calendar days after receipt of the Vice President of Human Resources’ response or the date on which that decision was due, whichever is earlier. A demand for arbitration must be served in writing by the appropriate union simultaneously on the American Arbitration Association and the Hospital within this period as a condition for processing the demand and must specify the specific Section(s) and Article(s) allegedly violated.

(b) If the Hospital raises an issue of arbitrability, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. The reason(s) why the grievance is allegedly not arbitrable will be stated in the Step 3 written answer. If an issue of arbitrability arises at Step 4, the Hospital must notify the Union in writing within seven (7) calendar days of receipt of the demand for arbitration, and a separate hearing shall be scheduled as above. Two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties or decided by the Arbitrator. The hearing on arbitrability shall be conducted according to the American Arbitration Association’s rules on expedited arbitration. If the Arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a hearing shall be held for the Arbitrator to consider the merits of the grievance.
(c) The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific section(s) and Article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. The Arbitrator shall have no power to engage in any form of interest arbitration, unless both parties agree in writing. Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Hospital and the appropriate Union. The cost of the arbitration assessed by the American Arbitration Association and the fees of the Arbitrator shall be borne equally by the Hospital and the appropriate Union.

Section 4. Failure of an RN or the appropriate Union to meet any time deadline at any Step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by both parties, in writing. Should the Hospital fail to respond at any step of the grievance procedure with a response at more than twice the applicable time limit, then it will be deemed to have waived any procedural defense, which it may have been able to assert at that, or any prior step. However, in no case may a demand for arbitration be filed more than six (6) months after the incident giving rise to the grievance as a result of the operation of this provision. In addition to the other required filing in this section, all grievances, union appeals and demands for arbitration pursuant to Section 3 of this Article must be faxed to the fax designated by Human Resources office on the dates prescribed for filing in Section 3.

Section 5. A grievance concerning the interpretation or the application of the Agreement initiated by the Hospital shall be discussed with the appropriate Union and may thereafter be submitted to arbitration by the Hospital within thirty (30) days after the Hospital knew or should have known of the grievance. The demand for arbitration shall be in writing and a copy shall be sent to the Union.

Section 6. In the case of any time periods in this Article that are seven (7) days or less, Saturdays, Sundays and/or Hospital holidays will not be counted. If the final day of a time period in this Article falls on a Saturday, Sunday or Hospital holiday, the final day of the time period shall be the next business day.
Article VI. Definitions

A “temporary nurse” is a nurse who is hired for a specific project or for a specific period of time with a definite understanding that his/her employment will end upon completion of the project or at the end of the period. A temporary nurse can be hired for a period up to one hundred twenty (120) days, except when hired to replace an employee on an authorized leave, in which case he/she can continue until the employee returns from leave. A temporary nurse shall have no rights or privileges under the terms of this Agreement. The retention of a temporary nurse is at the sole discretion of the Hospital. At the end of one hundred fifty (150) days or thirty (30) days after the end of authorized leave, a temporary employee shall become covered by the Agreement and be given seniority and benefits retroactive to the date of hire.

A “Per diem nurse” is a nurse who is hired to augment the regular nursing staff. He/she has no guaranteed regularly scheduled hours, but may prebook a maximum of sixty (60) hours in each four (4) week plan, provided that such nurse may work additional hours after the regular nurses have had their schedule requests granted. The Hospital shall require per diem nurses to submit their days of availability on the same monthly deadlines as regular nursing staff. A per diem nurse will not be given schedule preference over a regular staff nurse. The retention of a per diem nurse is at the sole discretion of the Hospital.

A per diem nurse can only grieve and arbitrate issues involving wages, including issues involving differentials and overtime. Per Diem nurses are not entitled to other privileges under this Agreement unless required by law or other privileges under this Agreement, other than as set forth above. With the exception of per diem nurses assigned to the IRTP, per diem nurses are required to work two (2) weekend shifts out of every ten (10) scheduled shifts, one (1) out of three (3) major summer holidays, and one (1) out of three (3) major winter holidays. IRTP per diem nurses are required to work at least four shifts a month if and as requested by the IRTP.

A “float pool nurse” is a nurse who is assigned to the float pool. He/she will be deployed to augment nurse staffing in any clinical areas for which the float pool nurse is qualified, as referenced in Article XXXII, Section 5. Float pool nurses may be utilized in any of the Hospital clinical areas, regardless of the physical location of the patient care service. For an 8-hour shift float pool RN, floating shall be limited to one unit per shift unless mutually agreed. For a 12-hour shift float pool RN, floating shall be limited to two units per shift unless mutually agreed. The Hospital shall endeavor to provide a float pool RN with a 2-hour notice of reassignment. No filled positions
on any floor/unit will be reduced to create or maintain the float pools. The Hospital will endeavor to fulfill staffing tribunal numbers on the Newton Pavilion prior to floating any RN to the Menino Pavilion.

In addition to the float pool described above, and under the conditions set forth above, the Hospital may create unit based specialty float pools (e.g. Emergency, Critical Care, Peri-operative and Hematology/Oncology):

(a) Before any changes are made to the specialty float pool list, the Hospital will provide notice and an opportunity to meet and confer with the Association.

(b) The specialty float pool RNs will be based on a unit/floor. No greater than 15% of the unit/floor RN budgeted FTEs will be float pool positions, except to the extent that such limits have already been exceeded in a unit or on a floor. In the event that the Hospital believes that it is necessary to exceed the 15% limitation for a specialty float pool, the MNA will meet at the Hospital’s request to discuss such concerns. All endoscopy nurses will be considered specialty float pool nurses.

(c) A nurse assigned to either the central float pool or a unit based specialty float pool will be paid an hourly differential of $3.55.

Article VII. Seniority - RNs

Section 1.

(a) Except as provided elsewhere in this Article, all regular full-time and regular part-time registered nurses hired on or after July 1, 1996, shall accrue RN bargaining unit seniority from their most recent date of hire and will continue to accrue RN bargaining unit seniority as long as continuously employed by the Hospital in an RN bargaining unit position, except as provided below in this Article.

(b) Registered nurses who were actively employed by DH&H or TH&H on June 30, 1996, and who commence employment with the Hospital on July 1, 1996, shall be given seniority credit for continuous service with these entities in RN positions in accordance with the DH&H formula since their most recent date of hire but shall accrue seniority on or after July 1, 1996, as described in Section 1(a) above. Registered nurses who were actively employed by BUMCH on June 30, 1996, and who commence employment with the Hospital on July 1, 1996, shall be
given seniority credit for continuous service with this entity in RN positions in accordance with the BUMCH formula since their most recent date of hire but shall accrue seniority on or after July 1, 1996, as described in Section l(a) above.

(c) The seniority credit referenced in section l(c)(1) and Section l(c)(2) above shall be applied for the purposes of scheduling paid time off (i.e. vacation) and reduction in force only.

(d) Notwithstanding any other provision in this Article, no RN shall be able to combine or pyramid seniority from two or more entities.

(e) A regularly scheduled bargaining unit RN who switches to a per diem status and then returns to a regularly scheduled position will have his/her seniority frozen during his/her period of per diem status. His/her seniority will be restored upon their return to a regular position.

Section 2. Regular part-time RNs shall accrue seniority after July 1, 1996, on the same basis as regular full-time registered nurses. There shall be no seniority accrual for per diem or temporary work.

Section 3. An accurate seniority list shall be maintained at all times by the Hospital. This list shall be updated and copies provided to the Union(s) at least twice a year and when there is a layoff.

Section 4. Except for FMLA protected leaves, seniority will not accrue during layoff or unpaid leaves of absence for periods of more than thirty (30) days.

Section 5. In the event that there is more than one registered nurse with the same seniority date as defined above, seniority shall be defined for purposes of layoff and recall only by a mutually agreed upon random event (e.g. flip a coin, drawing straws, roll of dice, etc.).

Section 6.

(a) A bargaining unit RN who voluntarily resigns from the Hospital and is rehired within six (6) months may receive RN seniority credit, for previous RN seniority earned under this agreement, for the purposes of scheduling paid time off
(i.e. vacation), job postings, and reduction in force only. No seniority will be earned for the period of time a nurse was not employed by the Hospital.

(b) A bargaining unit RN who accepts a non-bargaining unit, non-supervisory position with the Hospital will have his/her RN seniority frozen but will have his/her seniority restored if he/she returns to an RN bargaining unit position, provided that there is no interim break in employment with the Hospital. No RN seniority will be earned for the time spent in a non-bargaining unit position unless specified elsewhere in this agreement.

(c) A bargaining unit RN who accepts a regular supervisory position with the Hospital will have his/her RN seniority frozen and will regain his/her seniority one (1) year after returning to a bargaining unit position or after a period of time equal to the time spent in the supervisory position, whichever is longer. An RN will earn additional RN seniority during the time he/she is earning access to frozen RN seniority. At the conclusion of the waiting period, the newly earned seniority will be added to the previously earned seniority. No RN seniority will be earned for the time spent in the non-bargaining unit position.

(d) A bargaining unit RN who accepts a temporary assignment (no longer than one year at a time) as an acting supervisor will remain in the bargaining unit and continue to accrue seniority.

Section 7. Seniority shall be terminated when a registered nurse:

(a) Voluntarily terminates employment, except as noted in Section 6(a) above;

(b) Is discharged during his/her probationary period;

(c) Is discharged for just cause if he/she had completed his/her probationary period;

(d) Retires from the Hospital;

(e) Is laid off and is no longer subject to recall.

Section 8. Unless otherwise stated, seniority references in the following Articles are references to seniority as defined in this Article: Article VI - Definitions; Article VIII Temporary Service, Postings and Job Openings; Article IX - Hours of
Article VIII. Temporary Service, Postings, And Job Openings

Section 1. An RN temporarily assigned to perform the duties of a position in a lower classification shall be compensated at his/her regular rate of pay.

Section 2. An RN who is temporarily assigned in writing by the Hospital to a higher classification in the bargaining unit for more than one (1) week at a time, other than for the purpose of covering for an RN on scheduled time off (i.e., vacation), shall be compensated back to day one at the minimum rate of the higher classification or at five percent (5%) more than their base rate for such coverage, whichever is higher. The Hospital shall not rotate such assignments among RNs for the purpose of avoiding compensation at the higher grade.

Section 3. Whenever a regular vacancy in a bargaining unit position occurs which the Hospital has determined will be filled, a notice of such vacancy will be posted electronically on the unit as well as on the appropriate bulletin boards for a period of at least seven (7) days. If the Hospital alters any substantial aspect of a job posting, after the initial posting, the Hospital will withdraw the posting and re-post the altered position. Thereafter, the Hospital shall make every reasonable effort to notify in writing each applicant for the initial posting. All applicants who meet the minimum qualifications and apply for the position within fourteen (14) days of the initial posting will be contacted by the hiring manager and granted an opportunity for an interview which may be conducted by telephone. Any RN interested in applying for such a position shall bid for the position in accordance with the Hospital’s procedures within this seven (7) day period. The Hospital may extend its search for applicants to sources outside the Hospital or bargaining unit. Preference shall be to bargaining unit members as provided in Section 4 below. Part-time RNs in a unit or clinic shall be given preferential consideration for vacant positions in their unit or clinic for which they are qualified in the reasonable judgment of the Hospital, provided they have bid for the position. Job postings shall set forth a brief description of the duties and minimum qualifications of the position, salary grade, the geographical location or organizational unit where the duties will be performed, and the schedule or shift designation.

Section 4. In filling a regular vacancy in a bargaining unit position as described above in Section 3, the Hospital will select a candidate on the basis of
qualifications, and if the Hospital determines, that qualifications are relatively equal, Hospital seniority as defined in this Agreement shall prevail. In determining qualifications, the Hospital may consider such factors as: personnel files, education, training, experience, performance, skill and ability. The Union may challenge the Hospital’s determination as being arbitrary or capricious through the grievance and arbitration procedures in this Agreement. Without changing the meaning or intent of this Section, the parties agree that an applicant who is junior to the RN selected under this Section shall not be the subject of a grievance or arbitration.

Section 5. An RN who fills a vacancy in a different position as a result of a job posting shall be considered on a trial period for up to thirty (30) calendar days. An RN who fails to satisfactorily complete his/her trial period may return to his/her former position if it is available, or an equal position.

Article IX. Hours Of Work

Section 1. The “payroll week” is the period from Sunday, 12:01 a.m., through the following Saturday at 12:00 midnight. The Hospital and the Union agree to negotiate over possible implementation of a bi-weekly payroll period.

Section 2. The work week for a regular full-time RN will be forty (40) hours per week. Some of the standard shifts include, but are not limited to: 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., 11:00 p.m. to 7:30 a.m., 7:00 a.m. to 7:30 p.m., and 7:00 p.m. to 7:30 a.m. These hours represent the most common existing shift schedules. However, the Unions and the Hospital recognize that the Hospital may make changes in these schedules and create additional schedules in order to meet operational and patient care needs.

Section 3. The Hospital may designate different work schedules from among which RNs may select. The Nurse Manager, with input from the Staff, on a particular nursing unit may designate the different work schedules from among which the RNs on that nursing unit may select. The Hospital may end any flexible schedules if, in its discretion, such schedules are not meeting operational and/or patient care needs, after providing reasonable notice to the affected RNs. The affected RNs shall be returned to their previous shifts, if available.

Section 4. All RNs shall be provided a fifteen (15) minute rest period during each half work day, scheduled in accordance with the operational needs of the department or unit. Shifts that are six (6) hours or greater shall include a thirty (30) minute unpaid meal period.
Section 5. If an RN reports to work when scheduled and is sent home due to an emergency, s/he will be entitled to a half day’s pay.

Section 6. RNs shall be scheduled according to staffing needs determined by the Hospital. The Hospital shall set the work schedules, including lengths of shifts, of RNs and notify the affected RNs of those schedules. RNs will not be scheduled for shifts of four (4) hours or less unless mutually agreed. Prior to changing an RNs shift, the Hospital shall give the RN reasonable notice. Reasonable notice, except in extreme circumstances, shall be thirty (30) calendar days.

Prior to creating a new work shift or new operational hours, the Hospital shall give the appropriate Union advance notice and the opportunity to discuss the change and negotiate the impact for a period of time not to exceed two (2) weeks. In the event the Union(s) and the Hospital cannot agree, the Hospital will implement the change after first seeking volunteers, then assigning the least senior RNs and providing thirty (30) days notice.

No RN is guaranteed any set day of the week off from work.

Section 7.

(a) The weekend begins at 11:00 p.m. on Friday and ends at 11:00 p.m. on Sunday. In any given contract year, an RN shall not be required to work more than fifty percent (50%) of the weekends in that year. For RNs who regularly work every other weekend, the Hospital shall grant one (1) extra weekend off per contract year in conjunction with an RN’s vacation.

Where operationally feasible, the following would apply: all RNs with 25 years of continuous service will not be required to work weekends. All RNs with 20 years of continuous service will not be required to work weekends unless other RNs are adversely affected by having their weekend coverage increased beyond every third weekend. This privilege will be granted according to seniority. Accordingly, the Hospital shall endeavor in good faith to give every two out of three weekends off.

(b) Subject to operating needs, the Hospital will endeavor to limit off-shift rotation to not more than fifty percent (50%) in a four (4) week time period.

(c) When requested, the Hospital will endeavor to schedule rotating night shifts in blocks and will endeavor to schedule at least twenty-four (24) hours of time off before rotating back to days.
(d) Subject to operational needs, the Hospital will endeavor to schedule an RN so that he/she shall regularly rotate to only two (2) shifts (i.e., day/evenings, day/nights, and by mutual consent, evening/nights). The Hospital retains the right to schedule a three (3) shift rotation. When a three (3) shift rotation is required, the Hospital will not rotate an RN to more than two (2) different shifts in a fourteen (14) day period. If a three (3) shift rotation is required, volunteers would be solicited first, then rotated by seniority, least senior first.

(e) No RN will be regularly scheduled with less than ten (10) hours off between shifts, unless at the RN’s request.

(f) Scheduling of RNs to night, evening, weekend and holiday duty shall be equalized as much as practicable and consistent with the operational needs of the Hospital.

(g) The nurse manager on each unit will determine the number of positions available for each rotation. Rotations may initially be chosen on the basis of seniority.

(h) Based on operational feasibility, the Hospital shall endeavor to schedule RNs who regularly work twelve (12) hour shifts on weekends to no more than every third weekend on.

Section 8. After fifteen (15) years of continuous service in an RN position at Boston Medical Center, as defined in Article VII, Seniority, a registered nurse may work his/her shift of choice, if operationally feasible, but not to include unit of choice or displacement of other RNs. BUMCH RNs with less than fifteen (15) years of continuous service who were assigned a shift of choice because of ten (10) year choice of shift language in a prior agreement as of June 30, 1996 shall be treated as having fifteen (15) years of continuous service for purposes of this section only as long as they remain in their current position and unit.

Article X. Staff Implemented Self-Scheduling

Section 1. Staff implemented self-scheduling (SISS) is a process by which nurses, acting collegially, may participate in determining the days that they work. It is the intention of the parties that the implementation of SISS will maximize coverage of staffing needs and health care delivery to patients as well as satisfy personal scheduling preferences.
Section 2.

(a) Participation in the program shall be by nursing unit. A nursing unit is a discrete, identifiable, sub-set of nursing defined and organized by the Nursing Department to deliver nursing care.

(b) Prior to program implementation, nurses shall vote on their willingness to participate. If a majority of nurses in the unit agree to participate, then SISS shall be mandatory on the unit. Any vote for the SISS program shall take place over a workweek and shall be decided by a majority of votes cast.

(c) The program will start, in any unit that agrees to participate, at the end of two (2) monthly schedules following the vote to participate.

(d) The program does not permit nurses to alter their shifts or time unless all of the obligations/staffing needs are met as determined by the Nurse Manager.

(e) The Nursing Department and staff shall continually evaluate the program. If the Nursing Department or a majority of the staff determine at any time that the program is not meeting the operational and patient care needs of the Hospital, the program will be abolished with a 45 day notice before its abolishment.

(f) Any unit, by majority vote, may decide to end its participation in the SISS program. The unit must give the Nursing Department a minimum of forty-five (45) days notice of the decision to end participation in the SISS program.

Section 3.

(a) The Nurse Manager shall receive and approve all requests for scheduled time off, e.g., vacation time, holiday time, military leave, professional/educational leave.

(b) The Hospital shall determine the staffing levels for all days/shifts based upon the mutually agreed recommendations of the staffing tribunal.

(c) The nurses on the unit may, at their discretion, decide to designate a coordinator from the nurses assigned to the unit. The name of the coordinator shall be furnished to the Nurse Manager. The coordinator may be removed by a majority vote by the nurses on the unit. Where a coordinator is utilized, s/he will
be afforded a reasonable amount of time (not performing other duties) within his/her regularly scheduled work week for the purpose of completing the schedule. “Reasonable time” for purposes of this section will be mutually determined by the nurse manager and coordinator, and will not exceed six (6) hours, monthly, unless otherwise mutually agreed.

(d) A planning schedule will be generated seven (7) weeks before the official posting of the time schedule and with the information referenced in (a) and (b) above consistent with Article XXV - Vacation Requests.

(e) The nursing staff shall schedule their time over the following two (2) week period. If a nurse does not complete his/her schedule within the two (2) week period, the staffing coordinator shall schedule the nurse.

(f) No nurse may schedule her/himself in such a way as to be eligible for premium pay.

(g) The Coordinator will review staffing and identify modifications which must occur. The planning schedule will be reposted within one (1) week.

(h) The nursing staff, within one (1) week, will modify the schedule based on identified operational staffing needs. If, at the end of the week, the schedule has not been adjusted to conform with the staffing guidelines, the Nurse Manager and coordinator will make the necessary changes.

(i) The Nurse Manager will approve and post the schedule two (2) weeks prior to its effective date.

(j) If there is a conflict among preferences and such conflict cannot be resolved by the nurses involved, the Nurse Manager shall make the determination, consistent with Article IX - Hours of Work, and then based on seniority.

The Hospital may make any scheduling assignments necessary, in its discretion, to meet operational and patient care needs.

**Article XI. Wages**

**Section 1.** Eligible registered nurses will be placed on the RNI, RNI-A, or RNII schedules by the Hospital. Registered nurses will be classified as RNI, RNI-A, or RN-II. The criteria for these classifications are as follows:
• RNII - Position requires certification, current Massachusetts licensure as an RN with BORN authorization to practice in the expanded role, and a Master’s degree\(^1\) (i.e., Nurse Practitioner, Psychiatric C.N.S., Nurse Midwife, C.R.N.A.) or the position requires a Master’s prepared Certified Clinical Nurse Specialist.

• RNI-A - Position requires current Massachusetts licensure as an RN and a BSN, with a Master’s degree or matriculation in a Master’s program required, and specialty certification required (i.e., Clinical Instructor, Enterostomal Therapy Nurse, Epidemiology Nurse, Nutritional Support Nurse).

• RNI - All other registered nurses in the bargaining unit whose position requires current Massachusetts licensure as an RN.

Rates of pay and service requirements are set forth in Sections 7, 8, and 9 below. Registered nurses who were employed by Boston University Medical Center Hospital on June 30, 1996, and who commence employment with Boston Medical Center on July 1, 1996, will, effective upon ratification or December 5, 1996, whichever is sooner, be red-circled at their rate of pay on that date. Effective on their anniversary date, nurses shall move onto the step closest to their December 5, 1996 rate of pay on their respective RNI, RNI-A or RN-II scale, without loss of pay.

Section 2.

(a) Newly hired RNs will be placed, as determined by the Vice President for Nursing, on the wage schedule at the appropriate step considering their overall experience/skills as a registered nurse.

(b) Initial placement of newly hired RNs on this wage scale is not grievable under the grievance and arbitration article.

Section 3. All registered nurses shall advance on the step scale annually on their anniversary date.

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\(^1\) Includes those advanced practice nurses without a Master’s Degree, who are duly grandfathered and authorized by the Board of Registration in Nursing to practice in an expanded role.
Section 4. When an RNI is promoted into an RNI-A or RNII position, he/she will be placed at one step less than he/she was on at the RNI level, unless he/she was at Step I (e.g., RNI at Step 4 will become RNI-A at Step 3).

Section 5. Registered nurses in the RNI-A or RNII classifications will be paid a guaranteed weekly salary and treated as exempt employees under the Fair Labor Standards Act.

Section 6. Effective April 2009 nurses on step 16 for at least 12 months in April 2009 will receive a 1% bonus.

Section 7. RNI wage rates and service requirements for placement in those rates are set forth below:

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² Effective first pay period October 2010 any RNI on current step 16 for at least twelve (12) months will automatically be advanced to step 17. All other RNI nurses will advance according to section 3 above.
Section 8. RNI-A wage rates and service requirements for placement in those rates are set forth below:

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RNI-All nurses who are regularly scheduled for less than forty (40) hours per week shall receive a pro-rated weekly salary.

³ Effective first pay period October 2010 any RNI-A on current step 16 for at least twelve (12) months will automatically be advanced to step 17. All other RNI-A nurses will advance according to section 3 above.
Section 9. RN II wage rates and service requirements for placements in those rates are set forth below:

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</table>

RN II nurses who are regularly scheduled for less than forty (40) hours per week shall receive a pro-rated weekly salary.

\footnote{Effective first pay period October 2010 any RNII on current step 16 for at least twelve (12) months will automatically be advanced to step 17. All other RNII nurses will advance according to section 3 above.}
Section 10. The parties agree to form a nursing labor/management committee consisting of equal representation by nursing management and staff nurses, for a total of five (5) members appointed by management, four (4) RNs (two appointed from each union), and the chairperson (1) of the staff nurse council. The committee will meet at least monthly prior to October 1st of each year of the contract, to develop and agree upon criteria and the selection process for a merit program based on clinical excellence. The criteria will be distributed to the registered nurses during October of each year of the contract. Up to ten (10) merit awards (equally divided between the two unions) of one thousand dollars ($1000.00) each will be awarded based on the criteria in September of each year of the contract. An individual nurse may only receive one merit award for any twelve-month period. Merit award selections/decisions shall not be subject to the grievance and arbitration procedure.

Section 11. Per Diem Nurses will follow the wage table, but in no case will they fall below the RNI Step 8. After one thousand forty (1,040) hours of work or two (2) years, whichever is less (commencing October 1, 1996), per diem nurses will receive annual step increases on their anniversary date of hire. If the Hospital cancels a per diem nurse less than two (2) hours prior to the start of her/his shift, the nurse will be paid for two hours at his/her regular rate.

Section 12. An RNI who is assigned by the Hospital to a regular shift charge nurse position for more than two (2) consecutive months will receive a one dollar twenty cents ($1.20) per hour or seven percent (7%) increase in his or her base rate of pay, whichever is higher, commencing with his/her ninth (9th) week of assignment. A nurse receiving this differential/increase is not eligible to receive a charge nurse differential. OR Team Leaders shall receive the charge nurse differential for all hours worked.

Section 13. A nurse who is designated and assigned by his/her nurse manager to be the primary preceptor to a nurse that is newly-hired or transferred or to a nursing student for a minimum of 4 weeks will receive a bonus of $150 upon completion of each four week period. A nurse who is designated and assigned by his/her nurse manager to be the secondary preceptor to a nurse that is newly hired or transferred or to a nursing student for a minimum of 4 weeks will receive a bonus of $75 upon completion of each four week period. If two nurses are assigned by their nurse manager to be co-equal preceptors in lieu of primary and secondary preceptors, they shall share the $225 preceptor bonus available. A nurse from one unit who is designated and assigned by his/her nurse manager to precept a nurse who is newly-hired or transferred into a different unit for a shift of 8 hours or greater shall receive a bonus of $10 per day on the completion of the preceptor assignment. For the
purposes of this Article IX, a preceptor is a nurse who is accountable for training another nurse in a particular skill and competency and who must verify in writing that the preceptee nurse has reached the appropriate level of competency. The assignment of a preceptor shall not obviate the responsibility of any nurse to act as a resource for new employees and to assist in the orientation of other nurses and nursing students. Preceptor payments will be made upon completion of the preceptorship and submission of the completed end of orientation documentation.

**Article XII. Overtime**

**Section 1.** Overtime shall be compensated at the rate of one and one-half (1 1/2) times base pay only in the following circumstances:

(a) For all work performed by an RN and per diem RN in excess of forty (40) hours in a week, or

(b) When an RN and per diem RN is initially asked by the Hospital on the same day s/he is already scheduled to work, to work additional hours outside of his/her regularly scheduled shift; or

(c) When a full-time or regular part-time RN is asked to fill an unplanned staffing need (e.g., as a result of a sick call, increase in census, patient acuity) within forty-eight (48) hours or less of the start of the shift she/he is asked to fill; or

(d) When a nurse manager/supervisor contacts a full-time or regular part-time nurse by phone or in person to fill a staffing need in any circumstance not addressed in a, b, or c, above, and the nurse/manager/supervisor or hospital designee offers and the nurse agrees to work at such rate, overtime shall be paid. In this circumstance, the agreement to pay at the overtime rate shall be confirmed in writing or via email. The decision of a nurse manager/supervisor to offer overtime in one circumstance shall not serve as precedent or establish a part practice in connection with the decision of a nurse manager/supervisor to offer or not to offer overtime in any other circumstance.

Except where sections (a) or (b) above apply, a per diem nurse will not receive overtime pay.

**Section 2.** Scheduled earned time (i.e., vacation, holidays) shall be considered time worked for the purpose of computing overtime, except for earned time paid to
RNs who work on a holiday. Overtime shall be distributed equitably, consistent with the operational needs of the Hospital.

Section 3. In order to meet its operational needs, maintain appropriate levels of service, provide satisfactory patient care, and maintain core staffing, the Union and the Hospital recognize that in extenuating circumstances it may be necessary to require RNs to work overtime. Before doing so, the Hospital must solicit volunteers including: 1) The Hospital will make reasonable efforts to contact all RNs on duty to seek volunteers to cover hours; 2) The Hospital will make reasonable efforts to contact all Per Diems on the availability list to see if they are available; 3) The Hospital will make reasonable efforts to contact qualified nurses on the availability list to see if they will come in early or to see if they will work an extra shift; 4) When calls are made based on the availability list, the nurse manager/supervisor shall note the response made on such a list; 5) The nurse manager/supervisor will fill out a mandatory overtime form prior to mandating a shift. A copy of the form will be provided to the Labor-Management Committee.

If it is still necessary for the Hospital to mandate overtime, the nurse manager/supervisor will talk with each RN and consider individual circumstances in designating the nurse to work that mandatory shift. Provided that no nurse will be mandated more than twice per calendar quarter and no more than four (4) times per year. No nurse will be mandated to work more than four (4) hours beyond their scheduled shift. If next scheduled shift after the end of the mandatory overtime is within ten (10) hours, the Hospital will provide the nurse with a minimum of ten (10) hours off without loss of pay.

Section 4. There shall be no pyramiding or duplication of overtime.

Section 5. No RN may work overtime without the prior approval of his/her supervisor.

Section 6. If a law is enacted which permits the Hospital to grant compensatory time in lieu of paying overtime, the Union(s) and the Hospital agree to negotiate over the possibility of implementing such a practice.

Section 7. If the Hospital cancels a nurse who has agreed to work an extra shift less than two (2) hours prior to the start of that shift, the nurse will be paid for two hours at his/her regular rate.
Article XIII. Shift And Weekend Differentials And On-Call Pay

Section 1.

(a) An RN in the RNI classification, who is regularly assigned (i.e., permanent evening assignment) to an evening shift which is scheduled to end on or after 7:00 p.m. and who works that shift, shall be entitled to an evening shift differential of $3.55 per hour, which shall increase to, $3.60 per hour as of the first full pay period in February 2009, for all hours worked between 3:00 p.m. and 11:30 p.m.

(b) An RN in the RNI classification, who is regularly assigned (i.e., permanent night assignment) to a night shift which is scheduled to end on or after 3:00 a.m. and who works that shift, shall be entitled to a night shift differential of $5.15 per hour as of the first full pay period following ratification for all hours worked between 11:00 p.m. and 7:30 a.m.

(c) Permanent off-shift and float pool RNs are eligible for shift or float differentials while using earned time (as opposed to cashing in earned time).

(d) RNIs who are regularly assigned to nights and who work shifts which start before 11:00 p.m. shall receive a permanent evening differential for hours worked between 3:00 p.m. and 11:00 p.m.

Section 2. An RN in the RNI classification, who is regularly assigned to rotate to evening and/or night shifts, shall be paid a differential as follows:

(a) For evening shifts scheduled to end on or after 7:00 p.m., a rotating evening shift differential of $2.30 per hour, which shall increase to, $2.35 per hour as of the first full pay period in February 2009, for all hours worked between 3:00 p.m. and 11:30 p.m.

(b) For night shifts scheduled to end on or after 3:00 a.m., a rotating night shift differential of $3.55 per hour, which shall increase to, $3.60 per hour as of the first full pay period in February 2009, for all hours worked between 11:00 p.m. and 7:30 a.m.

(c) For the purpose of calculating off-shift rotation (Article IX - Hours of Work), a shift must be regularly scheduled to end more than four and one-half (4 ½) hours into an evening or night shift.
(d) A minimum of four (4) or more hours must be worked after 3:00 p.m. or after 11:00 p.m. for an RNI to be eligible for evening or night shift differential.

(e) RNIs who are regularly scheduled to rotate or work permanent day shifts, and who work shifts which overlap evening shifts, and are otherwise entitled to evening differentials as described above in this Section, shall receive a rotating evening differential for eligible hours worked.

Section 3. An RN in the RNI classification, whose shift is scheduled to begin at or after 11:00 p.m. on Friday and whose shift is scheduled to end before or at 11:30 p.m. on Sunday, shall be paid a weekend differential of $2.55 per hour for all hours worked. An RNI who is scheduled to work a twelve (12) hour shift beginning at 7:00 p.m. on a Friday will receive the weekend differential for those hours if worked. The parties have an understanding that if feasible with the computer scheduling system, the hospital will maintain a Friday/Saturday weekend for permanent night (11pm-7am and 7pm-7am) nurses and Saturday/Sunday weekend for day rotators and permanent evening nurses with the weekend differential applied as appropriate.

Weekend Bonus. All full-time and regular part-time nurses shall be paid an hourly differential of $5.00 for full weekend shifts worked after he/she has actually worked three weekend shifts on each schedule. The differential will be paid for all hours actually worked for eight or twelve-hour shifts that begin at or after 7:00 p.m. on Friday and end at or before 11:00 p.m. Sunday. Hours actually worked shall not include any paid time off or paid leave (including, but not limited to, ET, ESL, holidays, or other leaves). This differential is in addition to the other applicable differentials, including shift differentials.

Section 4. An RN in the RNI classification, who is assigned by the Hospital to be in charge of a unit for four (4) or more consecutive hours, shall receive a charge differential of $2.30 per hour for all hours in which he/she works as a charge nurse. If the nurse manager will be off the unit for four (4) or more consecutive hours, he/she will assign a charge nurse. Assignment of Charge will be equitably rotated on all shifts among those nurses deemed qualified to accept charge nurse duties by the nurse manager in her/his discretion, and based on the competency-based charge curriculum. The Hospital will make a reasonable effort, including providing support from supervisors, assistant managers and managers where necessary, to give an RN operating in charge of a unit during his/her shift a lesser patient assignment or fewer charge assignments. Assignments of responsibilities to charge nurses shall remain within the sole discretion of the Hospital.
The nurse manager will evaluate the experienced registered nurse for readiness to be assigned to the charge role. The Hospital will develop a competency-based orientation (CBO) for the charge role not later than six (6) months following ratification of the current collective bargaining agreement. Unless warranted by operational necessity, nurses hired after the creation of the CBO for the charge role created will not be required to assume charge duties until they have successfully completed the Hospital’s competency-based curriculum regarding the charge role. Under normal operations, new hires will not be assigned charge duties before they have completed six (6) months of orientation. However, a nurse who is hired by the Hospital as a newly-licensed nurse (a nurse licensed for less than one year) will not be assigned to charge duties until such nurse has (i) completed the Hospital’s competency-based curriculum on charge and (ii) has been employed by the Hospital for at least fourteen (14) months.

The parties recognize and agree that nurses employed by the Hospital prior to the creation of the Hospital’s CBO and who have past experience in the charge role will continue to be assigned charge responsibilities. The nurse manager will ensure that such nurses are made aware of role expectations as described in the CBO.

Section 5. The Hospital will use on-call for emergent cases only.

(a) All nurses who are assigned by the Hospital to work on-call shall be paid $5.05 per hour for each hour on-call, which shall increase to, $5.10 per hour as of the first full pay period in February 2009. The Hospital will ask for volunteers before assigning a nurse to work on-call duty. On-call time shall not be considered as hours worked for the purposes of computing overtime. An on-call nurse who is called back to work shall be compensated at time and one-half (1 ½) his/her base rate of pay for all hours worked which do not overlap with his/her regularly scheduled shift. On-call pay ceases when a nurse reports to work. In no event shall a nurse who is called in receive less than four (4) hours at time and one-half (1 ½) his/her regular rate of pay. Where operationally feasible, and it does not constitute an undue burden upon less senior nurses, as determined by the Hospital, RNs with twenty-five (25) or more years of service shall not be assigned to work on-call on weekends.

(b) A nurse who is called back, and reports to work, will be afforded at least ten (10) hours off prior to returning to work. The nurse must work his/her full hourly complement for that pay week, or must use an equivalent number of hours from his/her ET bank. If an RN chooses to work to make up his/her full hourly complement for that pay week, but is unable to make up all of those hours because there are insufficient hours remaining to work in the same work week, the BMC will
pay the nurse an amount of hours equal to the number of hours that remain unavailable for the RN to work his/her full complement for that week, up to a maximum of five (5) hours per event. The total of such paid hours shall be capped at 20 hours per calendar year.

(c) Reasonable on-call, of no more than sixteen (16) hours per week, is used only in areas and units not operating twenty-four (24) hours a day, seven (7) days a week. This section (c) shall expire, and have no further force and effect, on the expiration date of this contract.

(d) Notwithstanding the limitations contained in (c) above, a nurse may voluntarily choose to work more than sixteen (16) hours of on-call per week. A voluntary on-call system may be instituted in areas and units staffed twenty-four (24) hours a day, seven (7) days a week.

(e) If the nurse believes that the designation of emergent is arbitrary or capricious, the nurse may refer the matter to the Labor-Management Committee. The Labor-Management Committee shall be responsible for conducting a review of the designation with the appropriate parties. The Labor-Management Committee’s report shall be made available to the nurse and the MNA.

Section 6. An RNI who is not assigned to a float pool and who is assigned to work on a unit different from her/his own shall receive a differential of $2.05 per hour, which shall increase to $2.10 per hour as of the first full pay period in February 2009. Such nurse will not be eligible for a differential or compensation pursuant to Article VI. A non-float pool RN who is floated pursuant to Section 4 of Article XXXII shall receive a float differential of three dollars ($3.00) per hour, which shall increase to $3.50 per hour as of the first full pay period in February 2009.

Section 7. During the life of this contract, should any successor contract between the Hospital and another union representing RNs be changed so as to result in a differential higher than the corresponding differential set forth above, the Hospital and the Union agree that this agreement shall immediately be modified to adopt in full any such differential and the RNs shall receive the benefit of such differential on that same basis. This Section is only intended to maintain parity among the Hospital’s RNs.
Article XIV. Discipline And Discharge

No RN who has completed his/her probationary period shall be disciplined or discharged except for just cause. Upon request of the Association, the Hospital will meet and consider an application of a nurse who has received a disciplinary warning to remove said warning from her/his personnel record. No such request will be considered prior to one (1) year from the issuance of said warning.

Article XV. Management Rights

Section 1. Except to the extent expressly limited by this Agreement, the Hospital retains the exclusive right to manage the business, to direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service methods, patient care procedures, facilities or equipment and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff, and recall employees; to require employees to participate in training; to hire temporary, casual and per diem employees; to determine adequate staffing and coverage; to suspend, discipline and discharge employees for just cause; to determine the methods of investigating alleged employee misconduct; to select and determine the number of its employees; to determine and assign the work duties of employees; to issue and enforce reasonable work rules and policies; to create job descriptions; to determine medical, health care and safety standards; to evaluate RN performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of the Hospital; to discontinue, or reorganize or combine any department or branch of operations; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

The foregoing management rights are expressly reserved to be decided by the Hospital and shall not be subject to the provisions of Article V - Grievance Procedure, unless the Hospital acted arbitrarily and capriciously.

Section 2. The Union(s) and the Hospital recognize the need for flexibility in a newly merged institution. As a result, there may be instances in which duties that have been traditionally performed by a member of the bargaining unit will be performed by a member of another bargaining unit or by non-supervisory personnel
who are not in a bargaining unit (*i.e.*, unexpected vacancies, leaves, etc.). Where such instances become the norm and are not covered by other language in the Agreement, the Hospital and the Union(s) agree to negotiate about such situations.

**Section 3.** The Hospital reserves and retains the right to contract out work or subcontract out work. The Hospital shall give the Union at least thirty (30) days’ notice of its intent to contract out or subcontract out work presently performed by members of the bargaining unit and the parties will meet within this period and investigate alternatives to contracting out or subcontracting out this work and negotiate the impact of any decision to contract out or subcontract out work.

**Article XVI. Reduction In Force - RNs**

In the event that the Hospital determines that a reduction in force is necessary, layoffs shall be conducted by position and unit, as determined by the Hospital. Layoffs will be carried out on the basis of seniority as defined in Article VII - Seniority - RNs, in accordance with the procedure below.

A. When a decision to lay off RNs has been made, the Hospital will notify the Union as soon as possible but in no event less than three (3) weeks from the intended reduction in force and, within ten (10) calendar days, the parties will confer relative to the use of alternative procedures. Nothing herein shall preclude the Hospital from notifying RNs at the same time as the Union. If no alternative procedure is agreed upon within this time period, the reduction in force will proceed as set forth below. Notice shall be sent to the affected RNs by certified mail to the RN’s address as it appears in the Hospital’s personnel records or by actual written notice. All nurses who are laid off and exit the Hospital shall be given three (3) weeks notice or pay in lieu of notice. In addition to these three weeks, nurses who are laid off shall receive severance in accordance with the following schedule:

- Less than five (5) years............One (1) week
- Five (5) to nine (9) years.........Two (2) weeks
- Ten (10) to fourteen (14).........Three (3) weeks
- Fifteen (15) or more years........Five (5) weeks

B. A “reduction in force” shall be defined as a Hospital-initiated separation of an RN from employment, other than suspension or discharge under this
Agreement. A “reduction in force” shall also include a reassignment that results directly from a closure or consolidation of a unit, only if such closure or consolidation results in a change in the start or end time of a shift of more than four (4) hours. The Hospital shall have the option of reducing an RN’s hours as an alternative to a reduction in force, but if any RN’s scheduled hours are involuntarily reduced, then said RN shall be considered laid off under this Article. If the Hospital determines that a specific unit is to be relocated to another campus, any registered nurse assigned to the affected unit may elect a voluntary layoff without the ability to exercise bumping rights in lieu of accepting a transfer.

If a unit is relocated to another campus and the RN would be outside the MNA bargaining unit, the RN may elect a voluntary layoff or exercise bumping rights in lieu of accepting the transfer.

C. The RN with the least seniority, as defined in Article VII, in the unit and position in which the reduction is to be made, will be laid off first.

D. RNs who have completed their probationary period shall have bumping rights as described below, provided that the following criteria are met:

   1. Bumping may occur only to an equal or lower classification.

   2. An RN may bump only an RN with lesser seniority;

   3. An RN must be qualified in the reasonable judgment of the Hospital based upon his/her ability (which may include experience) to perform the functions of the position. Past satisfactory experience (within the last three (3) years) in a unit and/or specialty area will be considered evidence of meeting the qualification requirements to assume that position;

   4. No RN may bump into a unit where more than forty percent (40%) of the unit have been bumped in the current reduction in force;

   5. An RN who bumps another RN shall work those hours, and for a period of one year, may not reduce their hours unless it is operationally feasible to reduce such hours;
6. Any RN who exercises bumping rights will be given normal orientation within the unit into which he/she bumps, provided that this shall not affect a determination as to whether or not the RN is qualified;

E. Bumping will occur as follows:

**Step One** - There shall be a RIF alert notification sent by the Hospital to all members of the bargaining unit. All vacancies will then be posted. An updated vacancy list will be provided to the Union by the Hospital, as well as an updated RIF list by seniority. The Hospital shall also provide an updated seniority list to the Union by the unit, shift and hours. Bargaining unit members may apply for voluntary layoff with severance at the discretion of the Hospital.

**Step Two** - The parties must then meet and settle upon a notification period which assures RIF completion in no more than thirty (30) days from the point that RIF options begin; if by day nine following the initial RIF notice the parties fail to agree, then the period for exercising RIF options may be restricted to not more than one hour for each bargaining unit member subject to the effects of RIF. The exercise of RIF options will commence upon the completion of the above. The first nurse to be affected by RIF shall then be notified in writing of the following options: (1) layoff with bumping rights; (2) choose a vacancy (i.e. one for which the posting period has not elapsed) for which s/he is qualified (subject to Section D); or (3) accept voluntary layoff. However, this provision shall not supplant the seniority rights set forth in Article VII. An RN who receives an initial layoff notice shall have the option to fill available vacancies for which s/he is qualified, or may displace/bump any less senior nurse (any unit, any shift, any hours) within the same or lower classification for which s/he is qualified as defined in Section D. If more than one position exists within the same classification, unit, shift and hours that the affected nurse is choosing to bump, then the least senior nurse in such a position shall be displaced. The displaced nurse will then be placed on the layoff list in order of seniority and will exercise his/her choice in order of seniority (most senior first). The impacted nurse must be available to exercise such choice and if the nurse fails to notify the Hospital of such a choice, then that nurse shall forfeit bumping rights. A nurse who has knowledge, as a result of RIF notification, that s/he may be RIF’d, and
intentionally absents himself/herself in such a way that s/he cannot be contacted, then s/he shall have lost his/her bumping rights.

If that nurse bumps, then the nurse who is displaced by bumping, shall be placed on the impact list by seniority. Thereafter, notification to the second nurse impacted by the reduction in force shall receive the same notification as that given to the first nurse and the same process shall be followed.

An RN who bumps into a position and fails to meet performance standards within thirty (30) calendar days after orientation is complete shall be returned to his/her former position, or equivalent position, provided such a position is available.

F. An RN who chooses not to exercise bumping rights and to take a layoff may apply for unemployment compensation in the same manner as any RN who loses his/her position as a result of a reduction in force.

G. An RN who is laid off shall be entitled to continue to accrue earned time, seniority and other benefits, and to continue to receive Hospital contributions for medical and dental insurance for the period for which he/she is entitled to receive pay in lieu of notice.

H. An RN who is laid off shall be entitled to receive previously approved tuition reimbursement for courses taken at the time of her/his separation.

I. A recall list shall be established which will include all RNs laid off from employment who have provided written notice within ten (10) days of their layoff that they wish to be on the recall list on the form provided by Human Resources. A laid off RN shall have recall rights for one (1) year. Recall shall be accomplished in reverse order of layoff (and within that category by seniority) by certified mail to the RN’s last known address. An RN may be recalled to any position for which he/she is qualified as defined above. Recall notices shall be sent to the Union. An RN who accepts recall must report to work no later than fourteen (14) calendar days from the date of accepting recall. Failure to report within the fourteen (14) days shall result in forfeiture of further recall rights.
J. The Hospital will not fill vacant regular positions in the bargaining unit without giving an RN who is qualified, as defined above, on the recall list an opportunity to apply for a position first.

K. RNs on the recall list may make a request to be placed on a separate list, known as the “layoff pool list.” RNs on the layoff pool list shall notify the Hospital in the prescribed manner on a weekly basis of their availability to work. The burden in this regard is on the RN. Provided that notice is given before the monthly schedule is posted, such RNs will be given an opportunity to fill shifts for which they are qualified, as defined above, before per diem or agency RNs are called.

L. Superseniority for the purpose of a reduction in force shall be granted to the Union Chairperson and Vice Chairperson, or the equivalent position, provided that the Hospital is notified of the identity of such RNs in writing in advance of a layoff announcement and further provided that such officers perform contract administration functions while in office.

**Article XVII. Personnel Files**

An RN shall have access to his or her official personnel file, which shall be kept in the Human Resources office. Access shall be permitted during regular business hours by appointment. A copy of all or part of such file shall be provided to an RN upon request for a nominal fee. A written request for an appointment to review or receive a copy of a personnel file shall be reasonably accommodated based on the operating needs of the Hospital.

An RN shall have the right to place a written rebuttal statement to an evaluation in his or her personnel file. No material other than administrative and payroll records or reference material shall be placed in an RN’s official personnel file without an RN’s knowledge.

**Article XVIII. Union Business**

Section 1. Each Union shall furnish the Human Resources Department with a list of its elected officials and the capacity in which each official serves, and a list of its stewards/delegates. Each union shall furnish the Human Resources Department with an updated list as soon as practicable after a change in any elected official and/or steward/delegate.
Section 2. One (1) Union representative per Union, per bargaining unit, may enter the Hospital’s premises for purposes of administering the Agreement, investigating grievances, attending grievance hearings and handling other matters related to contract administration, provided that at least twenty-four (24) hours prior to such entry, a Union representative who wishes to enter the Hospital premises shall give the Vice President of Human Resources or the Director of Human Resources notice of the date, time and general purpose of his or her visit, unless the Vice President of Human Resources or the Director of Human Resources waives the 24-hour advance notice requirement. Such visits shall not interfere with the operations of the Hospital, any department or Hospital personnel. Entry to the Hospital’s premises shall be limited to the meeting location designated by Human Resources in advance. Entry to patient care areas is not permitted at any time, and entry to work areas is not permitted without the express permission of the Vice President of Human Resources or Director of Human Resources.

Section 3. Except as provided in this Section, a Massachusetts Nurses Association steward/delegate shall not be compensated by the Hospital while performing duties on behalf of the Union, and shall perform such duties only during time when he or she is not scheduled to work for the Hospital. The Hospital shall not be required to recognize any RN as a Union steward, unless the Union has informed Hospital Human Resources, in writing, of the RN’s name, designation as a Union steward, and the expected duration of service.

Section 4. The Hospital will release and pay up to one (1) Union steward/delegate per Union, per bargaining unit, at his/her base rate of pay for scheduled work hours spent in attendance at an investigatory meeting conducted by the Hospital which could result in the discipline or discharge of the RN, provided that such RN has requested Union representation and the Union representative is available. In addition, the Hospital will pay up to one (1) Union steward/delegate per Union, per bargaining unit, at his/her base rate of pay for hours spent in attendance at grievance hearings which may be held up to Step 3 of the grievance procedure set forth in Article V, and for scheduled work hours spent in attendance at the arbitration hearing which may be held at Step 4, provided the steward has participated in Step 1, 2 or 3 of the grievance procedure.

Section 5. Subject to the operating needs of the Hospital, department, clinic or unit, and provided that a union steward/delegate is included on the most recent list provided to the Hospital in accordance with Section 3 above and has given his/her supervisor and the Director of Human Resources at least two (2) weeks’ written notice of the dates requested for leave under this Section 5, said union
steward/delegate shall be eligible for unpaid leave of up to six (6) calendar days through to attend the annual Massachusetts State Labor Council Convention, the appropriate union’s annual International or Local union convention, and to attend union conferences and training programs. In addition, no more than ten (10) union stewards shall be eligible for unpaid leave of up to four (4) hours in any month to attend Executive Board meetings.

Section 6. At the time of hire, the Hospital will advise all new RNs in the unit that the Union is their collective bargaining representative. A union representative may make arrangements through the Director of Human Resources for a union steward/delegate to have the opportunity to talk with the new RN about the union within the first week of employment.

Section 7. Ground rule discussions between the Hospital and the Union will determine any release time for successor contract negotiations.

Article XIX. Bulletin Boards/Union Information

Section 1. The Hospital shall provide bulletin boards of its choosing for use by the unions consistent with the practice in effect on June 30, 1996, at the prior institutions, provided that each bulletin board is located in a non-public area which is accessible to employees. The purpose of the bulletin board is for the posting of official union notices regarding such matters as elections, results of elections, meetings and social activities. Only union stewards or other union officials are permitted to place notices on these bulletin boards. The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or derogatory to the Hospital, its board, administration or any of its supervisors or managers.

Section 2. The Hospital shall, on a monthly basis, provide the appropriate union and unit Chairperson with the following information regarding new RNs who are included in the bargaining unit: name, date of employment, classification, shift, number of regularly scheduled hours of work, department and personal mailing address. In addition, the Hospital shall, on a monthly basis, provide the appropriate union with a list of those RNs included in the bargaining unit who have terminated, resigned or retired, or who are on a leave of absence.

Section 3. The Hospital shall maintain in the Human Resource Department a list of job postings, which may be reviewed by the Union, with copies provided
to the Union if requested, in accordance with the provisions of Sections 2 and 3 of Article XVIII - Union Business.

**Article XX. Holidays**

Section 1. RNs will be eligible for the following holidays with pay from accrued and unused Earned Time on the day celebrated as such under applicable state law:

- New Year’s Day
- Independence Day
- Christmas Day
- Martin Luther King, Jr., Day
- Labor Day
- President’s Day
- Columbus Day
- Patriot’s Day
- Veteran’s Day
- Memorial Day
- Thanksgiving Day

In a Monday through Friday operation, if a holiday falls on Sunday, it will be celebrated on Monday; if a holiday falls on Saturday, it will be celebrated on Friday. In a continuous operation, the holiday will be celebrated on the actual day on which the holiday falls.

Section 2. The holiday period will begin at 11:00 p.m. on the eve of the holiday and extend to 11:00 p.m. on the day of the holiday, except for Christmas Day and New Year’s Day which begin at 3:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the holiday.

Section 3. An RN who works on New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be compensated at the rate of time and one-half for all hours worked. Work on all other holidays shall be paid at straight time. In addition, an RN who works on a holiday will be paid at his/her straight time rate for up to eight (8) hours worked on that holiday. There shall be no pyramiding of overtime or holiday pay.

Section 4. Regular part-time RNs are eligible for the holidays listed in Section 1 as described in this Agreement and pay from accrued and unused Earned Time.

Section 5. Holidays will be rotated equally as practical to afford each RN a fair share of the holidays off.
Article XXI. Earned Time And Extended Sick Leave

Section 1. Earned time is a program to provide eligible RNs with time off with pay in lieu of vacation, holidays, sick leave, personal days and other paid time off.

There are two aspects of earned time:

Earned Time (ET) is used for scheduled and unscheduled absences. Earned Time hours may be used in accordance with this Article and any other written agreements with the unions.

Extended Sick Leave (ESL) is used for illnesses and injuries which exceed an RN’s weekly scheduled hours but no less than 16 hours of illness or injury to access ESL. Hours in the ESL bank have no cash-in value, are not vested and are not paid upon termination.

Section 2. All non-probationary RNs covered by this Agreement will participate in the Earned Time program. RNs begin accruing Earned Time after completion of their Probationary Period. At that time, accrual credit will be given retroactively to their most recent date of hire.

Section 3.

(a) Earned Time is accrued based on actual hours paid (up to 40 hours per week) according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Completed Service at BMC</th>
<th>Annual Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through less than 5</td>
<td>33 days per year</td>
</tr>
<tr>
<td>5 through less than 15</td>
<td>37 days per year</td>
</tr>
<tr>
<td>15 through less than 20</td>
<td>40 days per year</td>
</tr>
<tr>
<td>20 or more years</td>
<td>43 days per year</td>
</tr>
</tbody>
</table>

(b) Regularly scheduled RNs receive pro-rated ET and ESL benefits equal to their regularly scheduled hours worked each week divided by 40, times the applicable benefit set forth above.

(c) If an RN has any unused ET days at the end of the fiscal year, he/she may: (1) carry up to one (1) year of his/her Earned Time accrual into the next fiscal
year; and/or (2) cash in up to one (1) week’s worth of his/her regularly scheduled hours in accordance with this Article (if not already cashed in during the fiscal year); and/or (3) place all remaining days (up to one thousand forty (1040) hours) into his/her ESL bank for usage in accordance with this Article.

(d) ESL will be accrued at the rate of five (5) days per year, regardless of length of service, and can be accumulated up to a maximum of one thousand forty (1040) hours.

(e) RNs will accrue ET as follows:

<table>
<thead>
<tr>
<th>Hospital seniority</th>
<th>ET accrual rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than five (5) years</td>
<td>One (1) hour for every 7.88 regular hours of paid time</td>
</tr>
<tr>
<td>Five (5) or more years</td>
<td>One (1) hour for every 7.03 regular hours of paid time</td>
</tr>
<tr>
<td>but less than fifteen (15) years</td>
<td></td>
</tr>
<tr>
<td>Fifteen (15) or more years</td>
<td>One (1) hour for every 6.50 regular hours of paid time</td>
</tr>
<tr>
<td>but less than twenty (20) years</td>
<td></td>
</tr>
<tr>
<td>Twenty (20) or more years</td>
<td>One (1) hour for every 6.05 regular hours of paid time</td>
</tr>
</tbody>
</table>

Earned Time does not accrue on severance pay or unpaid time off.

Section 4.

(a) ESL is only to be used for the absence of an RN due to his/her own illness or accident, except that ESL can be used for FMLA leave. An absent RN who cannot come to work due to the illness or injury of a family member or loss of child or elder day care or for any other reason, may use ET but not ESL to cover such an absence, except as noted above.

(b) If a holiday occurs during an RN’s probationary period, an RN will be paid for holiday hours, provided that such hours will be deducted from an RN’s Earned Time Bank when accrual begins.

(c) ET may consist of either an ET day accrued during a fiscal year, an ET day carried forward from a prior year or a “banked day” that was covered by the
Earned Time Transition Memorandum. ET days shall be used in the order set forth in the Transition Memorandum between the parties.

(d) If an RN has an ET bank from the transition period, days in such a bank will either: (1) be taken as paid days off at some future point and paid out at the daily rate on the day the day is taken off, or (2) be paid out in cash at the time of termination at the RN’s rate of pay on June 30, 1996.

(e) After an RN is absent for three or more consecutive working days due to illness or injury (or without prior approval), written documentation from a health care provider acceptable to the Hospital may be requested by the Hospital if abuse is suspected. Nothing herein shall preclude the Hospital from asking for medical documentation at any time if abuse is suspected. Before any ESL is taken, or if not possible, as soon thereafter as possible, acceptable written documentation from an RN’s physician must be provided to the Hospital. The Hospital has the right to require any RN who has requested ESL to see a health care provider of the Hospital’s choice at any time at the Hospital’s expense.

(f) RNs may use Earned Time during the first five (5) days while out on Worker’s Compensation. This time will be restored to an RN’s Earned Time Bank if the Commonwealth determines that the applicable illness or injury is compensable.

(g) RNs with an acceptably documented chronic illness or injury shall not be required to use Earned Time before accessing ESL in the event of a recurrence or relapse.

(h) Any RN who is denied his/her first three (3) weekly vacation choices during any vacation period may submit a written request to the Staffing Tribunal to cash in one (1) additional week of earned time per year (subject to the restriction in Article XXI). The Staffing Tribunal will make a recommendation to the Vice President of Nursing on this request. The Vice President of Nursing shall not unreasonably reject this recommendation. Final appeal shall be to the tribunal, the decision of which shall be binding on this issue only.

(i) If a nurse is offered a day off by Management and s/he accepts the offer, the nurse will be off for her/his entire shift and will be paid from her/his earned time bank; provided, however, that a nurse and manager may mutually agree that the nurse can work part of his/her shift and use earned time for the remaining part to fill in known openings in the schedule and not for anticipated sick calls/unscheduled ET. If a nurse and manager mutually agree that the nurse
will work part of her/his scheduled shift, no nurse from her/his unit will be floated as a result.

Section 5.

(a) Cash-In: Once a year an RN with at least two (2) weeks of regularly scheduled hours of Earned Time (eighty (80) hours for a full-time RN) may cash in his/her time. One (1) week of regularly scheduled hours (40 hours for a full-time RN) must remain in Earned Time after a cash-in.

(b) Regularly scheduled part-time RNs may avail themselves of this cash-in on a pro-rata basis. For example, those RNs regularly scheduled to work thirty-two (32) hours per week may cash in when they have accrued sixty-four (64) hours. However, thirty-two (32) hours of Earned Time must remain after a cash-in. Also, for example, RNs working twenty-four (24) hours per week may cash in when they have accrued forty-eight (48) hours or more Earned Time; however, twenty-four (24) hours of Earned Time must remain after a cash-in.

(c) Payment on Termination: All accrued Earned Time is payable upon termination provided an RN gives three (3) weeks notice. Three weeks notice is not required if an RN is terminated for just cause, is laid off or resigns due to mutual agreement between the Hospital and the RN. No time off can be included in the notice period unless the time is no more than one week and has been approved ninety (90) days in advance. Terminal Earned Time pay shall include shift differential for RNs on permanent evening or night shifts.

Article XXII. Leaves

Section 1. On one (1) occasion in any calendar year, a full-time and regular part-time nurse who suffers the death of a member of his/her immediate family shall be permitted days off in connection with bereavement for up to four (4) regularly scheduled days off on which he/she otherwise would have worked within the seven (7) day period following the death, with straight time pay for each of these days. For subsequent deaths within the same calendar year of a member of his/her immediate family, a full-time and regular part-time nurse shall be permitted days off in connection with bereavement for up to three (3) regularly scheduled days off on which he/she otherwise would have worked within the seven (7) day period following the death, with straight time pay for each of these days. The seven (7) day period within which bereavement leave must be taken may be extended, if demonstrable circumstances warrant such extension, at the discretion of the nurse’s supervisor.
“Immediate family” shall include: mother, father, spouse, son or daughter (including foster children and foster parents and stepchildren and stepparents), grandchildren, brother, sister, mother-in-law, father-in-law, legal guardians, and grandparents, and spousal equivalent (provided that an RN has registered the name of the spousal equivalent with the Human Resources office on the appropriate form). A full-time or regular part-time RN who suffers the death of a brother-in-law, sister-in-law, niece, nephew, aunt or uncle shall be eligible for leave up to one (1) scheduled day of work per year, in the aggregate, without loss of pay. An RN shall produce proof of death satisfactory to the Hospital upon request as a condition for receipt of bereavement leave, where the Hospital has reason to believe that there may be misuse of this leave. The number of days paid for bereavement leave shall not exceed the number of days an RN would normally be scheduled to work in any given week. Regular part-time RNs can use vacation pay and earned time to make up any difference in their pay. Requests for additional leave for bereavement purposes may be approved on a case-by-case basis by the Hospital. Approval shall be at the discretion of the Hospital.

Section 2. Educational: The Hospital may, at its discretion, allow a nurse a leave of absence without pay up to twelve (12) months for educational purposes.

Section 3. Other leaves of Absence: Leaves of absence for reasons other than above may be granted at the discretion of the Hospital.

Section 4. RNs under leaves defined under sections 2 and 3 will be maintained at the RN’s current rate under his/her health insurance for the first thirty (30) days of leave. Unless otherwise stated, a nurse not receiving hospital pay on a leave of absence shall not accrue ET or ESL. Continuance of benefits shall be as described within the parties’ agreement and within statutory law.

Article XXIII. Jury Duty

Section 1. An RN who is summoned for jury duty or grand jury duty shall provide the Hospital with a copy of the summons as soon as practicable but not later than one (1) week of actual work after the RN’s receipt of the summons. If the RN requests to serve jury duty on another day, the RN shall advise the Hospital of the requested day within one (1) week of the date on which the request was made. An RN who has received notice that he/she has been selected for grand jury duty shall provide the Hospital with a copy of such notice as soon as practicable but not later than one (1) week of actual work after the RN’s receipt of the summons. Such RN shall also immediately notify the Hospital of the dates on which the grand jury will be convened and any dates on which he/she has been excused from grand jury duty.
Section 2. An RN who is summoned for jury duty or grand jury duty will be eligible to receive his/her regular wages for time lost from scheduled work hours for up to the first three (3) days of jury duty or grand jury duty. In addition, such RN shall also be eligible to receive his/her regular wages for time lost from scheduled work hours for up to the tenth day of jury duty or grand jury duty. The RN shall provide the Hospital a statement of earnings from the government for jury service that applies to any day, or days, for which the RN was paid her/his regular wages. The Hospital shall deduct the amount of such earnings from the RN’s subsequent pay.

Section 3. For RNs who are regularly scheduled to work less than four (4) days or thirty-six (36) hours in a week, the Hospital may schedule such RN to not work on the date(s) of jury duty or grand jury duty, and such RN may not take any action which may result in the RN being scheduled to work on that date(s). RNs who are regularly scheduled to work four (4) or more days or thirty-six (36) or more hours in a week shall not be required to work an extra day in the week in which he/she is required to perform jury duty or grand jury duty.

Article XXIV. Military Reserve Duty

An RN who is required to participate in his/her annual military reserve training or is called to active duty with the United States Armed Forces or with a Reserve component thereof, shall immediately advise the Hospital of the dates of training or in the case of active duty anticipate duration of deployment when possible and provide the Hospital with a copy of his/her orders.

Annual Training: The RN shall be given up to seventeen (17) calendar days off in accordance with the RN’s orders to attend the required annual training. The Hospital shall pay the RN the difference, if any, between his/her regular straight time wages for regularly scheduled work time not worked and any compensation received from the government for annual military reserve training.

Active Duty: An RN who is called to active duty with the United States Armed Forces or with a Reserve component thereof, and who is deployed for more than ninety (90) days, may begin to accrue ET at her/his scheduled base rate on the ninety-first (91st) day of deployment for up to a maximum of two (2) weeks. Upon the request of the RN, the Hospital will maintain the RN’s health insurance for the first thirty (30) days that he/she is on active duty so long as arrangements are made with the Hospital, in advance, for the payment of the RN’s share of the premium cost of such insurance. Such RN shall suffer no loss of seniority and shall be granted such rights of reinstatement and benefits continuation as required by law. Any claim that
an RN’s rights under local, state, or federal military leave laws have been violated shall be pursued before the appropriate local, state or federal agency and shall not be subject to grievance and arbitration.

**Article XXV. Vacation Requests**

There shall be four (4) vacation periods. Earned time requests for vacation (or vacation requests) must be submitted prior to the deadlines set forth below for the indicated time frames. Requests will be approved by the Hospital as quickly as possible, but no later than twenty-one (21) calendar days after the deadline:

<table>
<thead>
<tr>
<th>Submission Deadline</th>
<th>For Vacation During Time Frames Below</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 15 (for Summer vacations)</td>
<td>May 25 to September 6, 2008 - May 24 to September 12, 2009 - May 30 to September 11, 2010</td>
</tr>
<tr>
<td>June 15 (for Fall vacations)</td>
<td>September 7 to November 29, 2008 - September 13 to November 28, 2009 - September 12 to November 27, 2010</td>
</tr>
<tr>
<td>September 15 (for Winter vacations)</td>
<td>November 30, 2008 to February 28, 2009 - November 29, 2009 to February 27, 2010 - November 28, 2010 to February 26, 2011</td>
</tr>
</tbody>
</table>

Written requests submitted as of the deadlines above will be considered on the basis of Hospital seniority as defined in this Agreement, provided that the operational needs of the Hospital, unit or clinic group are capable of being met.

Requests received after the deadlines above will be considered in the order received, provided that the operational needs of the Hospital, unit or clinic group are capable of being met.

The Hospital will make a reasonable effort to enable RNs to take two (2) weeks off by seniority during the Memorial Day through Labor Day period, consistent with a unit’s operational needs and this Article. No RN may have a
second week (or the equivalent) off approved between Memorial Day and Labor Day until all RNs in the unit or clinic group have had an opportunity to have one (1) week off. However, the most senior nurse in the unit or clinic group may have two (2) weeks (or the equivalent) off approved between Memorial Day and Labor Day prior to other nurses in the unit or clinic group having had an opportunity to request one (1) week off.

The Hospital will make a reasonable effort to grant the ET allowances for vacation times for Fall, Winter and Spring periods listed in column A of Appendix G consistent with a unit’s operational needs and this Article, however, at no time will the vacation allowance for the Fall, Winter and Spring periods fall below the amounts listed in column B of Appendix G.

At the request of either party, BMC and MNA representatives will meet and confer at the Staffing Tribunal, no less than sixty (60) days prior to the date vacation requests are due under this Article, regarding any changes or issues of concern. Once Vacation Requests have been granted and posted by the Medical Center as set in this Article, such vacation request grants will not be withdrawn by the Medical Center (provided that the nurse is otherwise eligible to take the vacation time).

**Article XXVI. Family And Medical Leave Act And Maternity/Paternity And Adoptive Leave**

**Section 1.** The Hospital shall grant an eligible RN an unpaid leave of absence consistent with the Family and Medical Leave Act (FMLA). The Hospital shall apply the eligibility requirements set forth in the FMLA.

An eligible RN may take leave under this Article for the following reasons:

(a) the birth of a son or daughter and in order to care for such son or daughter;

(b) the placement of a son or daughter with the RN for adoption or foster care and in order to care for the newly placed son or daughter;

(c) to care for a spouse, spousal equivalent (provided that an RN has registered the name of the spousal equivalent with the Human Resources Department office on the appropriate form), son, daughter, or parent with a serious health condition; or

(d) because of the RN’s own serious health condition which renders the RN unable to perform an essential function of his/her position.
For purposes of this Article XXVI - Family and Medical Leave Act and Maternity/Paternity and Adoptive Leave, “son or daughter” shall include biological, adopted or foster children, stepchildren, legal wards, and other persons for whom the RN acts in the capacity of a parent and who are under 18 years of age or over 18 year of age but incapable of caring for themselves because of a physical or mental disability, and “parent” shall include biological parents and individuals who acted as the RN’s parents.

Section 2. An RN who has completed the probationary period set forth in Article IV - Probationary Period shall be eligible to take an unpaid maternity/paternity or adoptive leave of up to six (6) consecutive months after the date of birth or adoption of a son or daughter as defined in Section 1 above. At the end of a maternity/paternity or adoptive leave the RN shall be reinstated to his/her former or substantially equivalent position. An RN who plans to take an unpaid maternity/paternity or adoptive leave shall give the Hospital written notice of the expected commencement date of that leave at least one (1) month before the expected commencement date. For leaves covered under Article XXVI upon return from a leave not exceeding the length of time equivalent to FMLA, the nurse will be reinstated in her/his former position. If the former position is unavailable, s/he will be placed in a substantially equivalent position and given the first opportunity to return to the former position and department. “Substantially equivalent position” shall mean former job classification, scheduled hours and shift assignment.

Section 3. An RN may use accrued Earned Time while on FMLA or maternity/paternity or adoptive leave. An RN may use Extended Sick Leave (ESL) while on FMLA leave.

Section 4. FMLA leave and leave for which an RN is eligible pursuant to the Massachusetts Maternity Law leave shall run concurrently with leave taken in accordance with Section 1 and Section 2 above, when appropriate.

Article XXVII. Tuition Reimbursement

Section 1. The Hospital shall reimburse an eligible full-time or part-time registered nurse for a portion of the cost of tuition and mandatory fees paid by the registered nurse in accordance with the provisions set forth below.

Section 2. To be eligible to apply for tuition and mandatory fees reimbursement as described in Section 4 below, an RN must have satisfactorily completed one (1) year of employment from his/her most recent date of hire and,
effective October 1, 1996, must not have received a suspension in the six (6) months prior to his/her application for tuition/fees reimbursement. In addition, a part time RN must be regularly scheduled to work at least twenty-four (24) hours a week at the time of his/her application for tuition/fees reimbursement and while taking the course for which tuition reimbursement is requested.

Section 3. In order to be eligible to receive tuition and mandatory fees reimbursement as described in Section 4 below, the following conditions must be met:

(a) an eligible RN must have applied and received approval from his/her supervisor and the Manager of Training before taking any course for which tuition/fees reimbursement is requested;

(b) an eligible RN must have obtained at least a grade of C in an undergraduate course or at least B- in a graduate course; and

(c) the course must have been of semester duration, related to the RN’s position at the Hospital and offered by an accredited educational institution for academic credit.

Section 4. If an RN meets each of the requirements and conditions set forth in Sections 1-3 above, the Hospital shall provide tuition and mandatory fees reimbursement as follows:

(a) Each full-time RN may be reimbursed for the first $350.00 of tuition/fees expense and 75% of the balance of tuition/fees expense up to a total reimbursement of $2,500.00 per year on a first come - first served basis;

(b) The Hospital’s total allocation for all tuition/fees reimbursement for all employees covered by contracts between the Hospital and the Unions on a first come first serve basis shall be one hundred and twenty five thousand dollars ($125,000) in each year of the contract. If this amount is not expended by the expiration of the contract, it shall be accessible thereafter under the terms and conditions set forth herein, until a successor agreement is reached. Eligible part-time RNs shall be reimbursed on a pro rata basis. The Hospital shall endeavor to provide tuition/fees reimbursement in accordance with this Section 4 within four (4) weeks after the RN has provided proof that all requirements and conditions set forth in Sections 1-3 have been met.
Article XXVIII. Health And Welfare

Section 1. Except as noted below, all eligible regular full-time and eligible part-time RNs scheduled for sixteen (16) or more hours of work per week will have the option to be covered by one of the following medical insurance plans, subject to their respective enrollment requirements and plan years, in accordance with the schedule set forth in Section 8 below.

(a) Boston Medical Center Preferred, an Exclusive Provider Organization (“EPO”)
(b) Harvard Pilgrim Health Care HMO
(c) Harvard Pilgrim Health Care PPO
(d) Harvard Pilgrim Health Care Best Buy

Section 2. All regular full-time and regular part-time RNs shall become eligible to enroll in a medical insurance plan set forth in Section 1 and in the Flexible Benefit Program described in this Article on the first day of the month in the month following completion of three (3) months of employment with BMC. Spousal equivalents may be included in the Individual +1 of the BMC EPO Plan at the close of the current open enrollment period.

Section 3. All eligible regular full-time and regular part-time RNs scheduled for sixteen (16) or more hours per week shall have the option of being covered by one dental insurance plan offered by the Hospital.

Section 4. The Medical Center shall contribute to the payment of medical insurance plan premiums for all eligible RNs in fixed amounts as set forth in Section 7 below.

Section 5. Health insurance plans may be deleted or additional health insurance plans may be offered with the approval of the Association. Such approval will not be unreasonably withheld.

Section 6. RN contributions toward the payment of premiums for health insurance (as well as for dental insurance, life insurance on a pretax basis as allowed by law, vision insurance, Flexible Spending Accounts, and long and short term disability premiums under the Hospital’s Flexible Spending Program) shall be made on a pretax basis, provided an election has been made.
Section 7. Medical insurance premium increases during the life of the Agreement will be paid for by the Hospital based on the following percentages of the weekly premium for each medical insurance plan:

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Individual + 1</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-40 Hours</td>
<td>85%</td>
<td>85%</td>
<td>85%</td>
</tr>
<tr>
<td>24-35 Hours</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>16-23 Hours</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

For the 2008 benefit year, the Hospital will agree to price the BMC Preferred at a rate equal to the flex credit as prorated.

Section 8. Effective January 2003, the Hospital will provide dental insurance for individual plus one (1) at premiums determined by the insurance provider. The Hospital’s monthly dental insurance plan premium contribution will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-40 Hours</td>
<td>$4.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>24-35 Hours</td>
<td>$2.92</td>
<td>$2.92</td>
</tr>
<tr>
<td>16-23 Hours</td>
<td>$2.00</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

Section 9. The Hospital will make available to eligible RNs, at no cost to the Hospital, a Flexible Spending Account not to exceed $5,000 per RN for child and dependent care and not to exceed $2,000 per RN for out-of-pocket medical expenses. The account will be administered by the Hospital in accordance with the Internal Revenue Code and its implementing regulations and will be operated within the discretion of the Hospital as part of the Flexible Spending Program.

Section 10. No grievances may be filed or arbitration demanded regarding insurance plan coverage or plan eligibility issues. Plan disputes will be resolved in accordance with plan documents.
Section 11. The Hospital will provide all eligible regular full-time RNs with a core benefit of $5,000 Group Term Life Insurance at no cost to the RN.

Section 12. The Hospital is not obligated to provide free care to RNs who are otherwise eligible to receive medical benefits from the Hospital.

Section 13.

(a) Effective January 1, 2000, the Hospital will provide a Flexible Benefits Program to all eligible regular full-time and regular part-time RNs who are regularly scheduled for sixteen (16) or more hours.

(b) The Hospital reserves the right to modify the Flexible Benefits Program, including, but not limited to, selection of carriers, health care providers, plan administrators and changing, discontinuing, substituting or adding benefits. The Hospital will not exercise these rights without first notifying the union(s) and providing affected employees with an opportunity to change elections, if possible.

(c) Eligible RNs may make elections in accordance with the terms set forth in the Hospital’s flexible benefits program.

(d) RNs who “opt out” of medical insurance coverage and can establish that they have medical insurance elsewhere will receive an annual “cash credit” in accordance with the terms of the Program as set forth below:

- 36-40 Hours $1080.00
- 24-35 Hours $ 810.00
- 16-23 Hours $ 540.00

(e) Each eligible RN who opts out under subsection (d) above shall be allotted individualized weekly benefit dollars or credits to be applied in accordance with the terms of the Program. RNs whose participation in the Program exceeds the value of allotted benefit dollars or credits shall contribute the balance through either pretax or post-tax payroll contributions, as allowed by the terms of the Hospital Flexible Benefits Program.

(f) Eligible Hospital RNs will have the following supplemental benefit options under the Flexible Benefits Program at no cost to the Hospital above the cost of the flexible benefit program:
(1) pretax life insurance (and AD&D) of $45,000;
(2) additional life insurance on a post-tax basis;
(3) dependent life insurance benefit;
(4) vision benefit;
(5) short term disability;
(6) long term disability;
(7) additional AD&D benefit on a post-tax basis; and
(8) dental insurance (*The Hospital will make the contribution set forth in Section 10 above).

(g) Flexible benefit elections may be made once a calendar year during open enrollment (usually during November). In addition, an RN whose “life status” changes by virtue of such events as child birth (or adoption), marriage or divorce, separation in the case of a spousal equivalent may change elections by submitting written notification to the Hospital’s Human Resources office within thirty (30) days of such change.

Section 14. Any increase in medical insurance premiums after September 30, 2000, shall be paid for as set forth in Section 7 above. If medical insurance premiums increase prior to October 1, 2000, the Hospital will offer an open enrollment period during which RNs may elect to change medical insurance plans.

Section 15. All registered nurses who have been continuously employed for three (3) years and for the three (3) years have been regularly scheduled to work thirty-two (32) hours or more per week shall be provided with the 50% Wage Replacement Long Term Disability Plan with the Hospital paying the full premium cost. Registered nurses who have been continuously employed for three (3) years and for the three (3) years have been regularly scheduled to work a minimum of twenty (20) hours or more per week, but do not qualify for the coverage above, will be eligible to participate in the Hospital’s 50% Wage Replacement Disability Plan at a cost of $2.00 per week, payable by payroll deduction. Participation is voluntary. Enrolling or dropping this coverage may only occur during open enrollment periods or at other specifically designated times as determined in the Hospital’s benefits program. This agreement shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

Section 16. All RNs that were regularly scheduled for thirty-two (32) hours a week as of October 1, 1996, and who were enrolled in a Hospital medical
insurance plan (as a full-time employee) as of this date, will be entitled to be treated as full-time for purposes of health insurance until they change from a regular thirty-two (32) hour position.

**Article XXIX. Pension Plans**

Section 1. RNs who were formerly employees of BUMCH on June 30, 1996, and who became employees of BMC on July 1, 1996, and who participated in the former BUMCH Section 403(b) Retirement Plan (“the BUMCH Plan”) by contributing 2% of their weekly pay as of June 30, 1996, shall be eligible to continue participation in the BUMCH Plan, except that each participant’s advancement on the Hospital contribution schedule shall be frozen at October 1, 1996 levels as of the date of ratification or December 5, 1996, whichever occurs sooner, through September 29, 1997, at which point participants shall continue to advance along the scale as described. Nurses who participated in this retirement plan as described above must contribute 2% of their weekly pay in order to receive the Hospital contribution in accordance with the following chart:

<table>
<thead>
<tr>
<th>Age + Years of Service</th>
<th>Employee Contribution (% of Salary)</th>
<th>Hospital Matching (% of Salary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 30</td>
<td>2%</td>
<td>3%</td>
</tr>
<tr>
<td>30-49</td>
<td>2%</td>
<td>6%</td>
</tr>
<tr>
<td>50-69</td>
<td>2%</td>
<td>9%</td>
</tr>
<tr>
<td>70 Plus</td>
<td>2%</td>
<td>12%</td>
</tr>
</tbody>
</table>

Nurses may assign their contributions and those of the Hospital to any of the investment options offered by the Hospital, as part of the Retirement Plan.

RNs covered by Section 1 may participate in the BUMCH Plan, if otherwise eligible, regardless of any future change in their schedule or position within an RN BMC bargaining unit, just as RNs from other BMC bargaining units who were formerly DH&H employees may continue to participate in the pension plan provided in Section 1 of the Pension Plan Article in the Local 285, SEIU contract, if permanently transferred to the East Newton Street site.

Section 2. RNs represented by the MNA, except those RNs covered by Section 1 above, shall be eligible to participate in the BMC Section 403(b) Retirement Plan described in the plan document, in accordance with the requirements of that plan, provided that such RNs have one year of service (including at least 1,000 hours of work) with BMC (counting BUMCH and DH&H service).
Contributions shall be made according to the following chart:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Required Employee Contribution</th>
<th>BMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>1-4</td>
<td>2%</td>
<td>3%</td>
</tr>
<tr>
<td>5-9</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>10-19</td>
<td>2%</td>
<td>7%</td>
</tr>
<tr>
<td>20 or more</td>
<td>2%</td>
<td>8%</td>
</tr>
</tbody>
</table>

An employee is eligible to receive a BMC contribution if the employee has (a) worked for BMC (or its predecessor) for one year, which year included at least one thousand (1000) hours of work; (b) is twenty-one (21) or more years of age; (c) is regularly scheduled to work one thousand (1000) hours a year; and (d) contributes two percent (2%) of his/her base pay to the Section 403(b) plan.

An otherwise eligible employee who is not regularly scheduled to work one thousand (1000) hours a year but does actually work one thousand (1000) hours in a year may, on the employee’s anniversary date, request to receive a BMC contribution for that year. Such an employee must contribute 2% of base pay for the year in order to receive the Hospital’s contribution.

Section 3. RNs who were formerly employees of DH&H on June 30, 1996, who became employees of BMC on July 1, 1996, and who were vested participants in the State Boston Retirement Plan (i.e., General Laws Chapter 32) on June 30, 1996, or who will have ten (10) years of service with BMC (combined with DH&H service) on or before September 30, 1997, shall be eligible to participate in the defined benefit and Section 403(b) plan (“the Vested Plan” as negotiated between the parties) described in the plan document in accordance with the requirements of that plan.

Section 4. Pension plans shall be interpreted in accordance with their respective plan documents.

Article XXX. Union Management Health And Safety Committee

Section 1. The Hospital will endeavor to provide a safe and healthy workplace.

Section 2. The Hospital and the Union(s) agree to establish a health and safety committee composed of one bargaining unit member from each union and an equal number of members from management, including the chair of the Hospital Safety
Committee. The Committee shall meet to consider and develop recommendations on health and safety matters including, but not limited to such topics as: infectious diseases, chemical hazards, security and physical safety, radiation, and any related educational issues associated with these concerns. All conclusions reached by the health and safety committee and recommendations of that committee shall be forwarded to and considered by the Hospital Safety Committee. Paid meeting time will be granted to the appointed representatives of the Association attending these Committee meetings. Time paid shall not count toward overtime.

Section 3. Upon reasonable written request from the Union(s), the Hospital will provide the results of air quality testing it conducts.

Section 4. Complaints with respect to allegedly unsafe or unhealthy working conditions shall be brought to the attention of the RN’s supervisor and/or the Hospital Safety Committee. No RN shall face retribution for reporting health or safety concerns.

Section 5. The Hospital agrees to address technological change by providing bargaining unit members with training, including training on special precautions and safety features during the introduction and implementation of substantive new technology in the workplace.

Section 6. The Hospital and the Association agree to continue the operation of the Joint Latex Allergy Committee and to continue the process of reducing the use of latex in the Hospital environment.

Section 7. The Hospital will provide RNs with escorts and/or rides to Hospital parking lots upon request. In addition, the Hospital will provide RNs with transportation to points where public transportation is available at the end of the evening shift and the beginning of the night shift.

Section 8. In the event the Hospital is approved for the opening of its Level 4 Bio-Lab, the Union and the Hospital will meet as required under the National Labor Relations Act to negotiate any changes in working conditions, which may include mandatory training programs, that result from such opening.

Section 9. Nothing in this Article shall be subject to arbitration.

Section 10. An RN who is injured as a result of a willful or deliberate physical assault while on duty will be excused for the remainder of her/his shift.
without loss of pay. The timing of the nurse’s leaving the unit/floor will be agreed to by the nurse and the nurse manager/designee.

The parties agree that it is in their mutual interest to have nurses return to work as soon as possible following an accident, illness or injury. The parties further agree that, in the event a nurse is unable to return to his/her former position due to a temporary medical condition, it is in their mutual interest to explore means by which the nurse may perform necessary work consistent with his/her abilities. In order to facilitate the nurse’s return to full or modified temporary duty, the parties shall, through the Labor-Management Committee:

- survey the practices of the nursing department, and

- develop guidelines and recommendations to be presented to nursing management relative to short term modified duty assignment.

**Article XXXI. No Strikes And No Lockouts**

**Section 1.** For the duration of this Agreement, the Union(s), its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify, or condone any strike or sympathy strike, sit-down, sit-in, slow-down, cessation, or stoppage of work, boycott, picketing, or other interference with, or interruption of work at any of the Hospital’s operations. Any RN who aids and abets or engages in conduct violating this Article shall be subject to discipline or discharge by the Hospital without recourse to Article V - Grievance and Arbitration, except on the issue of his/her participation in such violation. In addition to any other liability, remedy, or right provided by applicable law or statute, should such a strike, sit-down, sit-in, slow-down, or stoppage of work, boycott, picketing or other interference with, or interruption of the operations of the Hospital occur, the Union(s) within twenty-four (24) hours of a request by the Hospital shall:

(a) Publicly disavow such action by the RNs.

(b) Advise the Hospital in writing that such action by the RNs has not been called or sanctioned by the Union.

(c) Notify RNs of its disapproval of such action and instruct such RNs to cease such action and return to work immediately.

(d) Post notices on the Union bulletin boards advising that it disapproves such action.
Section 2. In consideration of this no strike pledge by the Union, for the duration of this Agreement the Hospital shall not lock out its RNs.

Section 3. In the event of an alleged violation of this Article, the aggrieved party shall not be required to adhere to the grievance and arbitration procedures of Article V of this Agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the American Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after his/her appointment, upon telegraphic notice to the Hospital and the Union(s). The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union(s). The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator but only a written award and order, which shall be issued at the hearing. Such award and order shall be confirmed and specifically enforced by any court and competent jurisdiction upon the motion, application, or petition of the aggrieved party.

Article XXXII. Miscellaneous

Section 1. Liability Insurance

The Hospital shall, without cost to a registered nurse, provide liability insurance coverage for registered nurses in the amount of at least $500,000 (individual)/$1,000,000 (aggregate).

Section 2. In-Service Education

The Hospital shall conduct an in-service education program for all registered nurses on all shifts. It will also offer at least two (2) continuing education programs annually for C.E.U.s. To the extent possible, an education calendar shall be distributed to each clinical area four (4) weeks prior to the posting of the work schedule.
If the job requirements of an RN covered by this Agreement are affected by the introduction of new technology (such as computer systems, medicus, etc.), the nurse will be given sufficient training to achieve operational proficiency in its use on Hospital time with no loss of pay. During the period of training, the nurse will be relieved of patient care responsibility, if necessary, due to the complexity of the technology.

Section 3. Weather Emergency

If a weather emergency is declared by the Hospital, an RN who reports for work no more than two (2) hours after his/her scheduled start time shall be paid for the first two hours of his/her shift, as well as for actual hours worked.

Section 4. Float Pool

Float pool RNs who have been oriented shall be utilized whenever possible for floating between campuses, and RNs who are not regularly assigned to the float pool shall only be used in extreme circumstances after volunteers have been solicited. When RNs from the former Boston City Hospital ("BCH") campus need to be floated to the former Boston University Medical Center ("BUMCH") campus on a temporary basis and vice versa and such RNs are represented by a labor organization, they shall carry with them their wages and benefits and shall continue to accrue seniority, as well as any rights or privileges they may have under their labor agreement.

Section 5. Floating

When it is necessary to float RNs within what was formerly BCH or within what was formerly BUMCH, such floating shall be limited to one unit per shift, unless mutually agreed, except for the RN’s regularly assigned unit and when emergency situations exist. Prior to regular RNs being floated, all qualified float pool RNs on duty will be utilized.

A nurse may only be floated to an area where he/she has the demonstrated competencies, including the competency to assess, evaluate and provide care for the wellness of the patient. The provision of care may include consultation and collaboration with other RNs and/or other health team members. The Hospital will review the current methodology of patient care assignments for nurses who float and
in conjunction with the tribunal make any necessary changes in that methodology. Unresolved issues may be brought to the staffing tribunal for resolution.

No float RN shall be required to cover any LPN’s assignment.

Section 6. Continuing Education Units

The Hospital will set aside $40,000 to reimburse eligible RNs and eligible LPNs for CEU course fees and/or specialty certification/recertification exam fees related to his/her position at the Hospital. A full-time nurse who has successfully completed one (1) year of employment, and who has not received a suspension in the six (6) months prior to his/her application for reimbursement and is not covered by the LPN to RN program is eligible for up to $400 of reimbursement during the life of the Agreement. The nurse must provide satisfactory evidence of payment and successful participation (i.e., CEU certificate or passing exam results). Funds will be paid out on a first come - first served basis for properly submitted requests. Part-time nurses regularly scheduled to work sixteen (16) or more hours per week are eligible for prorated reimbursement (e.g., an RN regularly scheduled to work twenty-four (24) hours per week is eligible for up to $240 during the life of the Agreement) on this same basis.

Section 7. Travel Allowance

The Hospital will reimburse registered nurses for mileage resulting from (1) home visits, (2) screenings at other institutions, and (3) travel by infection control nurses between the Main and River Street campus. The mileage reimbursement rate is thirty-one cents ($.31) per mile.

Section 8. Professional Days

The Hospital will provide two paid professional days off per year for attending workshops, seminars and conferences. Where necessary for an RN to obtain or maintain professional nursing certification, including NP certification, the Hospital will grant a third professional day off. Requests for paid professional days beyond this will be at the Hospital’s discretion. Nurses will be compensated from their professional day allotments for all time actually spent in workshops, seminars,
conferences or other professional development activities. If a nurse is not planning to spend her/his entire shift in such professional development activities, the nurse will make arrangements with her/his manager, prior to the schedule posting where possible, to make up for the time remaining on the nurse’s shift during the pay period in which the professional time was taken or, with the manager’s prior approval, to be compensated out of the RN’s earned time bank.

Section 9. Preceptor Committee

A Joint Labor/Management Committee will be formed for the purpose of developing a Nurse Preceptor Program. Staff nurses appointed by the nurses’ committee will be members of this committee.

Section 10. Clinical Competencies

All RNs will get a paid period of time to complete clinical unit based competencies. As appropriate, patient assignments may or may not be given during this time.

The Hospital and the Association will form an Educational Sub-Committee comprised of not more than three (3) representatives of the Association and not more than three (3) representatives of the Hospital. The objective of the sub-committee will be to design a format for annual educational opportunities.

Such format will include class days, self-learning modules, computer-assisted education and other formats the sub-committee may agree upon.

The sub-committee will meet as mutually agreed and will complete the objectives referenced above within 90 days of ratification.

Each RN will satisfy his/her annual competency requirements from the opportunities offered.

Section 11. Joint Labor Management Committee

In the interest of facilitating communication between nurses represented by the Association and nursing management, and in an ongoing mutual effort to address issues including but not limited to those relating to patient care, the mandation of
overtime, nursing practice, and other related matters excluding those under the
purview of Appendix E, the parties agree to form a Joint Labor Management
Committee within 30 days of the execution of the Agreement and further agree that
the first issue to be dealt with is the creation of a mutually agreeable definition of
“extenuating circumstances” as it pertains to the mandation of overtime. Neither the
Hospital nor the Association will unreasonably reject the
recommendations/resolutions of the committee. Paid meeting time will be granted to
the appointed representatives of the Association attending these committee meetings.
Time paid shall not count toward overtime. Implementation of all
recommendations/resolutions will be made within a mutually agreed time frame. The
parties commit to meet monthly (or otherwise by mutual agreement) and to work in
good faith to explore and resolve issues as set forth above. The committee shall
consist of three representatives appointed by the Association and three from nursing
management of which one will be the VP of Nursing/designee.

Any dispute referred to the Labor-Management Committee will be addressed
and a determination made within 60 days. If an agreement is reached, then a remedy
will be implemented within the agreed-upon timeframe.

**Section 12. Nurse Educators**

BMC will assign a nurse educator for each floor or unit (a nurse educator may
be assigned to more than one unit or floor). The nurse educator’s main focus is to
address the clinical practice issues of that floor or unit. Nurse educators will make
themselves available for all shifts.

In the event that the MNA believes that additional nursing and/or other
resources for IV insertion, stabilization of critically ill patients, and training needs
available during Off-Shifts are insufficient, the Hospital will meet at the MNA’s
request to discuss such concerns. No nurse will insert IVs who is not certified to do
so.

**Section 13. Conference Expenses**

RNs who attend conferences, with the prior approval of the Vice-President of
Nursing or designee, to present or discuss the results of hospital-approved studies and
research will be reimbursed for **authorized** expenses related to such attendance, such
as registration, travel, lodging and presentation of materials.

**Section 14. Parking/T-Passes**
All bargaining unit members parking in a Hospital designated parking facility, without exception, shall pay the prevailing parking rates as shall from time to time be set by the Office of Parking and Transportation Services (OPTS). The Hospital agrees to maintain the agreed upon rate ($140.00 per month) in the 610 Albany Street Garage through September 30, 2010. The Hospital agrees to bargain with the Union over the impact of any subsequent changes in the rates.

In June 2008, offsite (temporary) parking will no longer be available. In October 2008, the rate for evening and night parking will be increased to $50 per month. The daily parking rate shall increase to $16/day effective October 2008.

Bargaining unit members who elect not to park in a Hospital designated parking facility may be eligible for the 30% T-Pass subsidy offered by the OPTS (limit one pass per month for employees regularly scheduled to work 24 hours or more per week). Payment of parking fees or T-Pass payments will be made via payroll deduction only.

Effective October 2008, the T-Pass discount will be increased to 32%. Effective October 2009, the T-Pass discount will be increased to 35%.

Section 15. Workplace Safety.

The Hospital, Union and nurses agree to work together to create a safe environment for all employees.

The nurse manager/designee will follow-up with the nurse within 24 hours of any incident of workplace violence.

Article XXXIII. Legality/Stability Of Agreement

Section 1. If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

Section 2. No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Parties unless made and executed in writing by the Parties.
Section 3. The failure of the Hospital or the Union to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Hospital or of the Union to future performance of any such term or provision, and the obligations of the Union and the Hospital to such future performance shall continue in full force and effect.

Article XXXIV. Successorship

Section 1. If the ownership, operation or control of the Employer is changed through sale, acquisition, merger, or other similar business transaction, and the succeeding entity, whether a public or private enterprise, continues to operate a health care facility of the same general nature as the Employer, the Employer will include as a term of such transaction that the succeeding entity will recognize the Association within the same bargaining unit as existed before the transaction, and be bound by the terms of this Agreement. The employer’s obligation to the Association will be satisfied upon the inclusion of this term in any such transaction.

Section 2. If the transaction, including the Employer’s inclusion of the terms set forth in paragraph 1 above, requires statutory authority, the Employer’s obligation will be satisfied if the employer proposes and in good faith supports statutory language which includes a provision that the succeeding entity will recognize the Association within the same bargaining unit as existed before the transaction, and be bound by the terms of the Agreement.

Article XXXV. Delegation Of Duties

To the extent that 244 CMR has the full force and effect of law, the Hospital agrees to abide by such regulations. Upon request, the Vice President of Nursing (or designee) shall convene a forum as soon as possible but no later than 30 calendar days. The forum shall include the RN(s) bringing the dispute, the Unit Chairperson, the MNA Associate Director (or designee) the Nurse Manager of the unit involved, the Director of Nursing for the area of dispute and one of the following three designated individuals to act as arbitrator:

- Ann White RN
- Gail Douglas RN
- Beth Grady RN
- or other mutually agreed upon person(s)
The choice of nurse arbitrator shall be on an alternating basis. Should any of these individuals not agree to inclusion on this list, the parties shall mutually agree to substitute individual(s).

Should the parties within the forum be unable to reach resolution, the designated arbitrator shall render a decision within ten (10) calendar days of the close of the forum. Such decision shall not constitute a waiver of either party’s rights with respect to redress on such issues outside the Collective Bargaining Agreement. This provision shall be subject to the binding dispute resolution process defined herein in substitute for Article V.

Article XXXVI. Union Status

The hospital agrees that it shall not assign or require bargaining unit nurses to perform any new duties of a supervisory nature. Without prejudice to either party’s position, such agreement shall not require changes to existing practices or job descriptions. Subject to the terms of this Article, this Article shall not preclude the hospital from creating a new position within the bargaining unit. The hospital agrees not to challenge the bargaining unit status of any registered nurse in the bargaining unit on the basis of their supervisory status. Should it be determined through mutual agreement of the parties, or by the National Labor Relations Board that a nurse in an existing bargaining unit position is performing a duty or duties that are supervisory in nature, and that such performance renders the nurse a supervisor within the meaning of the National Labor Relations Act, such duty or duties shall be removed from the scope of such nurse’s job description for as long as necessary to avoid exclusion of the nurse from the bargaining unit. The Association agrees that it shall not assert supervisory status in any proceeding.

Article XXXVII. Scope of Contract

During the life of the Agreement, the parties may enter into agreements to modify the terms of this Agreement, or other terms and conditions of employment. No amendment or modification of this Agreement, or agreement regarding other terms and conditions of employment, shall be valid unless it is reduced to a writing signed by the Vice President of Human Resources, or his or her designee and an authorized representative of the Union.
**Article XXXVIII. Duration**

Except as otherwise stated, this Agreement shall remain in full force and effect and be binding on the parties for the period beginning February 3, 2008, through February 2, 2011, at midnight. Agreements are affective on ratification unless specifically agreed to by BMC and the MNA. Prior to December 4, 2010, but no sooner than October 5, 2010, either party may notify the other of its intent to reopen or terminate the Agreement. Should either party give notice of its desire to reopen the Agreement, the parties shall commence bargaining for a successor Agreement on or before December 13, 2010.

IN WITNESS THEREOF, the Hospital and the Union have caused this Agreement to be executed by their duly authorized representatives.

**BOSTON MEDICAL CENTER**

Elaine Ullian, President and CEO

Stephanie Lovell, Esq.
Vice President, Human Resources

Lisa O’Connor, RN
Vice President, Nursing

Timothy Manning
Director of Human Resources

Heather A. Cook, Esq.
Labor Counsel

**MASS. NURSES ASSOCIATION**

Julie Pinkham, Executive Director

Joe-Ann Fergus, Associate Director
Division of Labor Action

Susannah Hegarty, Associate Director
Division of Labor Action

Ann Driscoll, RN, Chairperson

Nancy Viles, RN, Vice Chairperson
SIDE LETTER OF AGREEMENT

Re: Accretion.

Attach existing agreement to new contract.

(SIDE LETTER IS ONE PAGE LONG)
SIDE LETTER OF AGREEMENT

UNION BUSINESS

Attach existing agreement to new contract.

(SIDE LETTER IS ONE PAGE LONG)
APPENDIX A
TRANSITION MEMORANDUM
GROUP HEALTH AND WELFARE PLANS

This Memorandum, between the Boston Medical Center (“BMC” or “the Hospital”) and Local 285, Service Employees International Union (“SEIU”), Council 93, and the Massachusetts Nurses Association (“MNA”) (the “Unions”), which is effective on July 1, 1996, is intended to cover terms for the transition of group health and welfare plans, including medical insurance, life insurance and accidental death and dismemberment insurance (AD&D) from the Department of Health and Hospitals, City of Boston (DH&H) and the Trustees of Health and Hospitals, City of Boston (TH&H) to BMC and from Boston University Medical Center Hospital (BUMCH) to BMC and the transition of Dental Insurance from BUMCH to BMC for all employees represented by the Unions on July 1, 1996.

Section 1 Former DH&H RNs, who are offered employment by BMC and were eligible for coverage on June 30, 1996, will be offered the medical plan currently provided by the City of Boston effective July 1, 1996, through December 31, 1996. The weekly rates to be contributed by RNs for these plans are set forth in Appendix A-1 to this Memorandum. Former TH&H RNs, represented by the Unions on July 1, 1996, who are offered employment by BMC and who were eligible for coverage on June 30, 1996, will be offered the medical plan currently being provided by the Trustees of Health and Hospitals effective on July 1, 1996, through December 31, 1996. The bi-weekly rates to be contributed by BMC weekly rates are based upon fifty-two (52) weeks a year.

RNs for these plans are set forth in Appendix A-2 to this Memorandum. Enrollment will be on an “Evergreen” basis – that is, all RNs will be continued in the
plan they are in on June 30, 1996, unless the designated official from the BMC Human Resources office is notified in writing (on a form to be provided upon request) of an RN’s desire to change plans between July 15, 1996, and July 31, 1996 (including these dates).

Section 2  The Hospital is not obligated to provide free care to RNs who are otherwise eligible to receive medical benefits from the Hospital.

Section 3  Former BUMCH Registered Nurses represented by the MNA and Licensed Practical Nurses represented by Local 285, SEIU, who are offered employment by BMC and who were eligible for coverage on June 30, 1996, will be offered the choice of a BU Dental DMO or a BU Dental POS plan effective on July 1, 1996, through September 30, 1996, with Hospital monthly contributions set forth below:

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<th></th>
<th>Individual</th>
<th>Family</th>
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<tr>
<td>32-40 hours</td>
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<tr>
<td>24-31 Hours</td>
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Section 3  Former DH&H RNs, who are offered employment, by BMC and who were eligible on June 30, 1996, will be offered the same $5,000 group term life insurance and AD&D policy effective on July 1, 1996, through December 31, 1996, under which they currently receive coverage at a cost to the RN of two dollars and eighty-two cents ($2.82) per month.

Section 4  Former TH&H RNs, who are offered employment by BMC and who were eligible on June 30, 1996, will be offered the same $5,000 group term life insurance policy and AD&D policy effective July 1, 1996, through December 31, 1996, under which they currently receive coverage at no cost to the RN.

4 BMC weekly rates are based upon fifty-two (52) weeks a year.
Section 5    Former regular full-time BUMCH RNs, who are offered employment by BMC and who are eligible, will be offered the same $5,000 group term life insurance policy and AD&D policy effective July 1, 1996, through December 31, 1996, under which they currently receive coverage (John Hancock) at no cost to the RN. Full-time under this paragraph shall mean full-time at BUMCH as of June 30, 1996.

Section 6    For eligible regular full-time and regular part-time RNs hired less than three (3) months before July 1, 1996, by DH&H, TH&H or BUMCH, eligibility will be determined by combining DH&H, TH&H and BUMCH time with BMC time in computing their three (3) month waiting period under Article XXIV. RNs who complete three (3) months of service prior to December 1, 1996, shall be entitled to the applicable coverage under this Transition Memorandum.
# APPENDIX A-1

## FORMER CITY OF BOSTON

<table>
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<th>Plan Name</th>
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APPENDIX B
TRANSITION MEMORANDUM OF AGREEMENT
REGARDING EARNED TIME AND EXTENDED SICK LEAVE

This Memorandum, between the Boston Medical Center (BMC) and Local 285, Service Employees International Union, and the Massachusetts Nurses Association (the “Unions”), which is effective on July 1, 1996, is intended to cover terms for the transition of sick leave from the Department of Health and Hospitals, City of Boston (DH&H) and the Trustees of Health and Hospitals, City of Boston (TH&H) and Earned Time, Extended Sick Leave, and sick time from Boston University Medical Center Hospital (BUMCH) for RNs from these entities who are offered employment at BMC and are represented by the Unions.

Section 1  Up to 1,040 hours of DH&H and TH&H sick leave time which is in an RN’s sick leave bank (other than the five (5) days cashed out by the City of Boston), may be placed in the Extended Sick Leave (ESL) bank of an RN offered employment by BMC for use in accordance with the terms of this Memorandum and the collective bargaining agreement Article on Earned Time between BMC and the Unions.

Section 2  Up to 1,040 hours of BUMCH ESL may be placed in the ESL bank of an RN offered employment by BMC for use in accordance with the terms of this Memorandum and the collective bargaining agreement Article on Earned Time between BMC and the Unions.

Section 3  Former DH&H and TH&H RNs who are offered employment by BMC may transfer their unused accrued vacation time remaining from their employment at DH&H or TH&H into their Earned Time Bank at BMC for use in accordance with the terms of this Memorandum and the Earned Time Article in the collective bargaining agreement between BMC and the Unions. These days will be
segregated and paid out only at the base rate the employee earned on June 30, 1996, at DH&H or TH&H. These days must be used first before any newly accrued Earned Time can be used.

**Section 4** Former BUMCH RNs who are offered employment by BMC will have all accrued Earned Time and all accrued vacation time carried over to BMC on July 1 and placed into their Earned Time Bank at BMC for use in accordance with the terms of this Memorandum and the Earned Time Article in the collective bargaining agreement between BMC and the Unions.

**Section 5** In accordance with Sections 3 and 4 above, RNs who transferred vacation or Earned Time on July 1 may carry over to each subsequent fiscal year beginning on October 1, 1997, a balance equal to the number of days they transfer in on July 1, 1996. Any time an RN’s ET carryover days drop below the number of days that he/she transferred in on July 1, 1996, that lower amount will be the maximum that can be carried over until the number of days equals an RN’s annual accrual.

Example: If an RN brings fifty (50) days to BMC on July 1, 1996, and accrues thirty-three (33) days for a total of eighty-three (83) days, he/she must use at least thirty-three (33) days in the first year of employment (including what is cashed out).

If/when the carryover bank falls below fifty (50) days, that lower amount will become the new maximum an RN can carry over. For example, if he/she uses forty (40) days of ET, it will reduce his/her carryover maximum from fifty (50) days to forty-three (43) days. This maximum cannot be reduced below thirty-three (33) days.

**Section 6** Former DH&H, TH&H and BUMCH RNs offered employment by BMC, who were not covered under an Earned Time system, will begin to accrue ET on July 1, 1996.
APPENDIX C
SENIORITY DATES

Section 1 RNs will be notified of their seniority date with BMC by September 9 by the Hospital.

Section 2 RNs who dispute their seniority date will have an opportunity to challenge their seniority date in writing. They must do so by September 20, 1996, by sending a notice of their dispute to the Human Resources Office.

Section 3 The Hospital will investigate all written challenges prior to September 24.

Section 4 Between September 24 and September 27, an appeal committee consisting of two (2) representatives of the applicable union and up to two (2) representatives of the Hospital per union will meet and attempt to resolve all written claims over disputed seniority dates.

Section 5 Seniority issues existing after the appeal committee meets will be handled as follows: no grievance may be filed over a disputed seniority date unless (1) addressed through collective bargaining; (2) unless either federal or state mediation occurs; and (3) until November 21, 1996, at the earliest.
This Agreement is made between Boston Medical Center and Local 285, Service Employees International Union, AFSCME Council 93, Locals 787, 1489 and 2761, and the Massachusetts Nurses Association.

Section 1  Effective July 1, 1996, the following titles (as of June 30, 1996) and the work performed by the incumbents shall be excluded from the bargaining units represented by the Unions:

- The following positions in the Human Resources Department:
  Administrative Secretary (Evelyn Sutton-Benton), Employee Development Assistant (James Fowkes and Mary Laubenstein), Head Clerk Secretary (Rosa Marrero and Tamara Tumer), HR Receptionist (Esperanza Chavez), Office Manager – Human Resources (Milagros Cruz), Personnel Officer (Charles Credle and Mazie Hughes-Downing)
- Nursing Supervisors (to be known as Patient Care Supervisors on July 1, 1996) Nurse Managers
- Assistant Nurse Managers (Mary Burke, Roseann Lynch and Linda Malone)  
  Head Nurse (Patricia Dowd) (to be known as Assistant Nurse Manager on July 1, 1996)
- Case Manager/Product Line Managers
- Administrative Secretary - Nursing Administration (Janet Drinan)
- Principal Respiratory Therapists (Sishnarine Dianand and Christopher Buchus)
- Supervisors of Central Sterilization (Melvin Aberegg, Claudia Jones and Linda MacPherson)
- Supervisor Medical Technicians - BSRH (Chariene Flowers)
- Team Coordinators - TH&H (Mary Fahey, Cohn Kisor, Jeffrey Loughlin and Amy White)

Section 2  Effective August 1, 1996, the following titles (as of June 30, 1996) and the work performed by the incumbents shall be excluded from the bargaining units represented by the Unions:

Chief X-Ray Technicians
Medical Social Worker Supervisors
Supervisor Medical Technicians - BCH
Case Manager (Deborah Whalen and Carmel Fitzgerald)
Section 3  Effective July 1, 1996, incumbents in the following titles (as of June 30, 1996) and their successors and the work performed by them shall be excluded from the bargaining units represented by the Unions:

- Administrative Assistant - HR (Carmen Bala)
- Administrative Secretary - Radiology (Miriam Bowdre)
- Administrative Secretary - Nursing Administration (Karen Regal)
- Administrative Secretary - Legal Affairs (Janice Robbins)
- Administrative Secretary - Information Desk (Vera Snaden)
- Administrative Assistant Medical Records (John Mills and Heidi Ann Wing)
- Head Administrative Clerk - Medical Records (Donna Doung)
- Head Administrative Clerk - File Room (Arthur Williams)
- Head Clerk Secretary - Nursing Administration (Sheila Dorsey and Duggan)
- Head Clerk Secretary - Human Resources (Rosa Marrero)

Section 4  Incumbents, except Nurse Managers, in the above positions on June 30, 1996, who do not want to continue in those positions may, no later than August 1, 1996, receive special assistance in applying for a vacant, posted position in the same “job series.”

Section 5  Effective with the implementation of the new supervisory classification system, but no later than October 31, 1996, the following titles (as of June 30, 1996) and the work performed by the incumbents shall be excluded from the bargaining units represented by the unions:

- Head Hospital Kitchen Worker (Onalia Adams and Emestine Turner)
- Head Hospital House Worker (Robert Smith)
- Chef - BCH (Thurston Allen)

Section 6  Effective July 1, 1996, the Security Guards shall be represented by AFSCME, Council 93 in Local 2761 separate from any other AFSCME, Council 93 local.

Section 7  Effective July 1, 1996, the title of Nurse Clinician in Utilization Management only (as of June 30, 1996) (to be known as Case Coordinators on July 1, 1996), shall be included in a professional employee bargaining unit. Incumbents in the position (Margaret Christopherson, Susan Gillespie, Elizabeth Keating, Carol Grace Keyes, Eileen Nelson, Judith Maloney, Helen O’Connor, Veronica
Pratolongo, Judith Wheaton, Helen Willis, Hope Dinon-Carlisle) who are employed at DH&H on June 30, 1996, and commence employment at the Hospital on July 1, 1996, will remain in the RN bargaining unit in an RNI classification, but will assume the Case Coordinator title and duties. This section does not apply to the title of Case Coordinator at the former BUMCH campus.

Section 8  This Memorandum of Agreement is concluded on a non-precedent setting basis. It shall not be presented in any forum for any reason except for the purpose of enforcing the terms stated herein.
APPENDIX E

MEMORANDUM OF AGREEMENT STAFFING TRIBUNAL AND STAFFING ADVISORY COMMITTEE

A tribunal consisting of (3) members of the Association and (3) members of management shall review and determine staffing guidelines including targeted core staffing for the purposes of scheduling and patient care as well as for recommendations for resolution of ongoing staffing issues. Within ninety (90) days from ratification, the tribunal shall make such written recommendations as well as recommendations for the naming of ombudsmen. Neither the Hospital nor the Association shall unreasonably reject the written recommendations of the tribunal or the naming of the ombudsmen.

The ombudsmen would be available to resolve disputes between and among, staff nurses and/or nursing supervisors and managers over inadequate RN staffing, and/or over issues of safety of staffing in any particular situation and to act to resolve such issues by exercising options, which will include, but not be limited to, calling in nurses, reallocating RNs, authorizing overtime, and diverting patients with the approval of the hospital administrator on-call, where required. Neither the Hospital nor the Association shall unreasonably reject the recommendations of the ombudsmen.

Should the Hospital require significant changes in staffing it will give notification for the tribunal to be reconvened should the Association so desire. The Hospital will forebear from making a final decision until there has been an opportunity for the tribunal to convene and to be concluded within (30) days. The tribunal may include the participation of the ombudsmen. Neither the Hospital nor the Association shall unreasonably reject the written recommendations of the tribunal. An agreement made on targeted core staffing for the purposes of scheduling and patient care (referred to as the staffing grid) will be included in the scheduling book for the particular unit.

Attached hereto as Appendix E-1 are unit-based float guidelines. The Hospital shall endeavor to adhere to these Guidelines subject to operational feasibility. Unit based float issues that may arise from time to time shall be addressed by the Staffing Tribunal, consistent with this Appendix E.
Any staffing change will be subject to the other provisions of the collective bargaining agreement, such as layoff and recall. The Hospital and Association reserve their respective rights regarding any such changes, as well as their rights in general surrounding issues of staffing.

For staffing issues under this provision, the ombudsmen will be the method for dispute resolution.

Bargaining unit members elected to serve on this Tribunal shall be paid at their regular base rate of pay for attendance at the Tribunal meetings.
APPENDIX F

GRIEVANCE FORM

Name of Aggrieved Employee: __________________________________________

Job Title___________________________________ Shift: ____________________

Department: _________________________________________________________

Work Location:_____________________________  Work Phone:______________

Name of Union: ______________________________________________________

Contract Article(s) Claimed to be Violated:________________________________
____________________________________________________________________

Nature of Grievance (Describe Incident or Problem):_________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Date of Claimed Violation:______________________________________________

Remedy Requested:___________________________________________________
____________________________________________________________________

Date:____________________  Signature of Employee:_______________________

Union Representative: ________________________
First Step Response: The grievance was presented to me on____________________
and remains Unsettled_____ has been Adjusted____________________(date).
Signed: _______________________________ Title: ________________________
Date: _________________________________

**********************************************************************************

WAIVER FORM

The time limits for submission to Step #1 have been extended until: ________

Signed: _______________________________ Title: ________________________

Second Step Response: The grievance was presented to me on__________________
and remains Unsettled______ has been Adjusted____________________(date).
Signed: _______________________________ Title: ________________________
Date: _________________________________

**********************************************************************************

WAIVER FORM

The time limits for submission to Step #2 have been extended until: ________

Signed: _______________________________ Title: ________________________

**********************************************************************************
Third Step Response: The grievance was presented to me on ________________
and remains Unsettled______ has been Adjusted______________________(date).
Signed:______________________________ Title:____________________________
Date: ______________________________

*****************************************************************************

WAIVER FORM

The time limits for submission to Step #3 have been extended until: _____________
Signed:______________________________ Title:____________________________
### APPENDIX G

Appendix to Article XXV (Vacation Requests)

<table>
<thead>
<tr>
<th>Unit</th>
<th>Column A: Vacation allowances Hospital will target consistent with Art. XXV*</th>
<th>Column B: Minimum vacation allowances, consistent with Art. XXV*</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCU – 6 East</td>
<td>200 (for so long as there are 16 beds in the unit)</td>
<td>160</td>
</tr>
<tr>
<td>SICU – 3 East</td>
<td>200</td>
<td>160</td>
</tr>
<tr>
<td>OR (RN only)</td>
<td>120</td>
<td>80</td>
</tr>
<tr>
<td>6 North</td>
<td>100</td>
<td>80</td>
</tr>
<tr>
<td>6 West</td>
<td>100</td>
<td>80</td>
</tr>
<tr>
<td>ED</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>7 East</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>7 West</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>7 North</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>8 West</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>PACU</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>8 East</td>
<td>90</td>
<td>80</td>
</tr>
<tr>
<td>Case Management</td>
<td>50</td>
<td>40</td>
</tr>
<tr>
<td>Cardio Rehab</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Cath Lab</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Echo</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Educators</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Endo</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>EP Lab</td>
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<td>40</td>
</tr>
<tr>
<td>Float Pool</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Infectious Disease</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>IV</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Med. Short Stay</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Moakley PACU</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Moakley OR (RN Only)</td>
<td>80</td>
<td>40</td>
</tr>
<tr>
<td>Moakley Multi D/Onc.</td>
<td>80 (the Multi D nurse may not take vacation at the same time as the triage nurse)</td>
<td>80</td>
</tr>
<tr>
<td>X-Ray</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Rad/Onc</td>
<td>32-40 (depending upon the regular schedule of the nurse(s) seeking vacation during any given week)</td>
<td>32</td>
</tr>
<tr>
<td>IRTP</td>
<td>16-40 (Depending on the regular schedule of the nurse(s) seeking vacation during any given week)</td>
<td>16</td>
</tr>
</tbody>
</table>

*During Holiday weeks, Holiday ET granted may be included, consistent with a method on a unit, when calculating the number of ET hours made available pursuant to this Appendix.
EARNED TIME CASH-IN

Attach existing agreement to new contract.

(MOA IS 1 PAGE LONG)
MEMORANDUM OF AGREEMENT

PYXIS

Attach existing agreement to new contract.

( MOA IS 2 PAGES LONG)
( MOA IS 2 PAGES LONG)
Memorandum of Understanding (re: Moakley)

Attach existing agreement to new contract

(MOU IS 1 PAGE LONG)
MEMORANDUM OF AGREEMENT

EARNED TIME CASH-IN

(MOU IS 1 PAGE LONG)
SIDE LETTER OF AGREEMENT

BMC will withdraw its proposal to eliminate side letter on page 55 of the 2005-2008 collective bargaining agreement (release time for negotiations). BMC will make its position on the side letter known to the MNA in writing six months in advance of the parties' initiating negotiations for their successor agreement and agrees to utilize expedited arbitration for the resolution of any dispute on this matter.

MASS. NURSES ASSOCIATION

____________________________
Ann Driscoll, RN
MNA Chairperson

BOSTON MEDICAL CENTER

____________________________
Timothy Manning
Director of Human Resources

____________________________
Susannah Hegarty, Esq.
Associate Director
Division of Labor Action

____________________________
Heather A. Cook, Esq.
Labor Counsel