

**Tentative Agreement between BMC and 1199SEIU (RNs)**  
**For Successor Collective Bargaining Agreement**

**Article 12 (Wages)**

Year 1: 4% (October 2006 2%, February 2007 1%, August 2007 1%)

Year 2: 3% (October 2007)

Year 3: 2% (October 2008), plus bonus in April 2009 of 1% of base pay for RNs at Step 16 for 12 months or more.

Section 4. Delete this section, which discusses Tenured Steps.

Section 14. (a) in an effort to retain staff within the float pools, the Hospital shall pay an hourly differential of \$3.50, and \$3.55 as of the first pay period in February 2007 and \$3.60 as of the first pay period in February 2009.

**Article 14 (Differentials)**

Section 1. (a) Effective the first full pay period in October 2006, 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 ~~\$3.35~~ \$3.50 per hour for all hours worked between 3:00 p.m. and 11:30 p.m. ~~Effective the first full pay period following October 1, 2004, in February 2007 it shall be increased to \$3.55 and effective the first pay period in February 2009, it shall be increased to \$3.60.~~

(b) Effective the first full pay period in October 2003, 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 \$5.00 per hour for all hours worked between 11:00 p.m. and 7:30 a.m. ~~Effective the first full pay period following October 1, 2004, in February 2007 it shall be increased to \$5.05 and effective the first pay period in February 2009, it shall be increased to \$5.10.~~

Section 2. (a) For evening shifts scheduled to end on or after 7:00 p.m., effective the first full pay period in October 2003, a rotating evening shift differential of \$2.25 per hour for all hours worked between 3:00 p.m. and 11:30 p.m. ~~Effective the first full pay period following October 1, 2004, in February 2007 it shall be increased to \$2.30 and effective the first pay period in February 2009, it shall be increased to \$2.35.~~

(b) For night shifts scheduled to end on or after 3:00 a.m., effective the first full pay period in October 2003, a rotating night shift differential of \$3.50 per hour for all hours worked between 11:00 p.m. and 7:30 a.m. ~~Effective the first full pay period following October 1, 2004, in February 2007 it shall be increased to \$3.55 and effective the first pay period in February 2009, it shall be increased to \$3.60.~~

Section 5. (a) Effective the first full pay period in October 2003, all nurses in the RNI classification, who are assigned by the Hospital to work on-call, shall be paid \$5.00 per hour for

each hour on-call, \$5.00 per hour for weekend hours on call as defined above and \$5.25 per hour for holiday hours on call which are designated time and one-half holidays in Article 21.

Effective the first full pay period in February 2007, the regular and weekend on-call pay shall be increased to \$5.05 and effective the first pay period in February 2009, it shall be increased to \$5.10. [Rest of section remains the same]

Section 6. Effective the first full pay period in October 2006, an RNI who is assigned to work on a unit different from her/his own shall receive a float differential of \$2.00 per hour. Effective the first full pay period in February 2007 it shall be increased to \$2.05 and effective the first pay period in February 2009, it shall be increased to \$2.10. Effective the first full pay period in October 2003, a non-float pool RN who is floated pursuant to Section 4 of Article 37 shall receive a float differential of \$3.50.

Section 9. [Update rates] Nurses in areas other than the Operating Rooms who are assigned by their nurse managers to be the primary preceptor to a nurse or nursing student in a clinical internship will receive a bonus of \$300 upon the completion of a preceptorship of eight weeks or less and will receive an additional bonus of \$300 upon completion of a preceptorship lasting between nine and sixteen weeks. Nurses who are regularly assigned to be an alternate preceptor to a nurse or nursing student in a clinical internship will receive a bonus of \$150 upon the completion of a preceptorship of eight weeks or less and will receive a bonus of \$200 upon completion of a preceptorship lasting between nine and sixteen weeks. 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.

*Replace Section 13 with:* Section 13. REGULAR CHARGE NURSE: 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 two dollars twenty-five cents (\$2.25) 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. [Following moved from Article 14, Section 4] TEMPORARY CHARGE NURSE: 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 \$2.25 per hour for all hours in which he/she works as a charge nurse.

(a) [Moved from Art. 14, §4] If the nurse manager will be off the unit for four (4) or more consecutive hours, he/she will assign a charge nurse.

(b) Any charge nurse who is assigned to another area of the Hospital, but who does not function in the capacity of a charge nurse in h/h assignment shall not receive charge pay for the time worked in this assignment.

Section 14. PERMANENT FLOAT NURSE [change title only]:

## **Introductory Paragraph**

Change to reflect name of Union and date to 2006.

## **Article 1 (Recognition)**

Change to reflect name of Union.

## **Article 2 (Dues Check-Off)**

Add new Section 10: The Employer agrees to provide the Union, in electronic format and within 60 days following ratification and within 30 days following the end of each month thereafter, a list consisting of the following:

- Names of all bargaining unit members;
- The employee's BMC employee number;
- The employee's last known address and telephone number;
- The employee's title and classification;
- The employee's date of hire;
- The employee's weekly dues deduction; and
- The employee's base rate of pay and scheduled hours.

Section 3: A check for the amount of the dues or agency service fee deducted will be sent to the designated union office (1199SEIU United Healthcare Workers East, P.O. Box 2665, New York, NY 10108) within thirty (30) days of the end month in which they are deducted, together with a list of all RN's from whom dues and fees have been deducted.

Section 4: Change "Education" to "Action." Add: "The employer shall provide a list of all employees on whose behalf deductions are being submitted."

Section 5: Replace with: The employer shall deduct such Political Action Fund fee from the pay of employees who request such deduction. The 1199SEIU Massachusetts Political Action Fund remittance shall be made by separate check from any payment made for membership dues, and shall be accompanied by a list of all employees on whose behalf deductions are being submitted. Such list shall include for each Employee, the following information: Institution, Employee's name, home address, home phone number, employee number and amount remitted. Remittance of Political Action Funds shall be made payable to: 1199SEIU Massachusetts Political Action Fund, and mailed to 1199SEIU United Healthcare Workers East; P.O. Box 2665, New York NY 10108."

## **Article 5 (Grievance Procedure)**

Section 3. Step 4 (a). ... A demand for arbitration must be served in writing, by the ~~appropriate~~ union simultaneously upon the Labor Relations Connection and the Hospital's Vice President of Human Resources, or designee by certified mail within this period as a condition for processing the demand and must specify the specific Section(s) and Article(s) allegedly violated.

(d)(iii) The arbitration process shall be administered by the ~~Hospital's office of Labor Relations~~ Labor Relations Connection. Utilization of the Labor Relations Connection to administer arbitrations shall terminate upon the expiration of this Agreement.

## **Article 7 (Seniority)**

Section 4. Seniority shall ~~not~~ accrue for the greater of (a) the first 12 consecutive weeks following a layoff or paid/unpaid leave of absence, consistent with any obligations under the ADA/FMLA or Workers' Compensation or (b) if a nurse is using ET or ESL to cover her regularly scheduled hours during such leave, seniority shall accrue while s/he is using ET or ESL.

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 time off, layoff and recall only by a mutually agreed upon random event (e.g. flip a coin, drawing straws, roll of dice, picking cards, picking number out of a "hat", etc.). For time off only, the random event shall initially be rotated among those nurses on the unit who have the same seniority. The rotation will thereafter be conducted in the decided-upon order each subsequent time. The nurse manager shall initially confirm the order or rotation by e-mail to each of the affected nurses, and the nurse shall be responsible for retaining evidence of the determined rotation.

## **Article 9 (Hours of Work)**

Section 4. All RN's shall be provided with a fifteen (15) minute rest period for each 4 hours of work, scheduled in accordance with the operational needs of the department. Shifts that are six (6) hours or greater shall include a thirty (30) minute unpaid meal period, which may or may not be assigned by Nursing Management. If for any reason it is not operationally feasible for a qualified RN to take his/her 30 minute unpaid meal period, he/she shall notify via page his/her nurse manager/supervisor, as the case may be within his/her shift. The nurse manager/supervisor shall use reasonable efforts to provide relief. In the event a manager is unable to provide relief the RN shall be appropriately compensated for the missed meal break if he/she has provided nurse management with the necessary notice.

Section 8 (c). Delete and revise Section 10 as set forth below.

Section 10. After twelve (12) years of continuous service in an RN/nurse position at Boston Medical Center, as defined in Article 7, Seniority, a registered nurse may work his/her shift of choice as soon as such position becomes available, if operationally feasible, but not to include unit of choice or displacement of other RN's. Former DH&H or BUMCH RN's with less than twelve (12) 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 twelve (12) years of continuous service for purposes of this section only as long as they remain in their current position and unit.

## **Article 13 (Overtime)**

Section 3 (a). . . . If the next scheduled shift after the end of the mandatory overtime is within ten (10) hours, the Hospital will give the affected RN earned time (paid time off) for the next

scheduled shift, or adjust his/her schedule to provide a minimum of ten (10) hours off. The BMC will pay an affected nurse up to two (2) hours toward any hours necessary to make up the ten (10) hours off between shifts. The total of such paid hours shall be capped at 12 hours per calendar year, per person. Mandatory overtime shall not occur greater than four (4) hours beyond the nurse's regular shift.

Section 3 (b). Any circumstance where the supervisor seeks to initiate mandatory overtime shall be considered an instance of an acute staffing situation as provided in Appendix C, and the supervisor along with the charge nurse or affected nurse shall contact the mediator as provided therein in order to explore additional alternatives.

### **Article 17 (Reduction in Force)**

A. When a decision to lay off RN's 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 ~~and severance issues.~~

~~D4. An RN may only bump another RN who is authorized for less hours or the same hours or for up to eight (8) more hours than he/she is;~~

**E (2).** An RN who receives an initial layoff notice shall have the option to fill available vacancies for which he/she is qualified, or, consistent with this Article, may displace: any nurse with less seniority, (any unit, shift, or hours) within the same or lower classification for which h/s 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 h/h 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 h/s may be RIF'd and intentionally absents himself/herself in such a way that h/s cannot be contacted, then h/s shall have lost h/h bumping rights. ~~1) the least senior RN in his/her unit or 2) the least senior RN in a unit in his/her group listed in section K below, if qualified, as defined above, or 3) the least senior RN in a position in a unit where the RN has previous satisfactory experience, if the RN is qualified (as defined above) for the position into which he/she seeks to bump, or 4) an RN from any group other than Group 2 can bump the least senior RN in all of Group 2. If the RN is not qualified to work in one of these units or positions, he/she shall be laid off.~~

~~E (4). An RN displaced under E3 above shall not have displacement rights but may fill a vacancy for which he/she is qualified or, if no vacancy exists for which he/she is qualified, he/she may bump the least senior RN in the bargaining unit if he/she is qualified to fill that position. Otherwise, this RN shall be laid off but subject to recall in accordance with this Article.~~

~~E (6). A full-time RN with rights under this Article may bump the least senior RN in his/her unit as set forth above but, if the least senior RN is part-time, the affected full-time RN may bump the least senior full-time RN in the unit. A full-time RN who wishes to bump the least~~

senior RN in a unit within his/her group under Section K, shall, if the least senior RN in each unit in a group is part time, be able to bump the least senior full time RN in that group if he/she is qualified for that position. If the full time RN bumps a part time RN, the full time RN must assume the part time RN's hours. A part time RN may only displace a part time RN, provided that he/she shall assume those hours.

E (8). With respect to displacements under E(1) and E(2) above, an RN in Group 4(A) may also bump ~~one of the two a less~~ least senior RN's in Unit 2(A)(1), if he/she is qualified for the position; a PICU RN in Group 5(A) may bump a less ~~the least~~ senior MICU RN in Group 1(A) if he/she is qualified for the position; and a Pedi. ED RN in Group 5(A) can bump a less ~~the least~~ senior Adult ED RN in Group 1(A), if he/she is qualified for the position.

Section I. (1). In addition to any other compensation or benefits due under this Article, an RN who is laid off shall receive the following severance:

- 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

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

[Section K. The list in Section K will be updated to reflect current units/floors.]

## **Article 22 (Earned Time and ESL)**

Section 4 (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 off is taken, or (2) be paid out in cash at the time of termination at the RN's rate of pay on June 30, 1996.~~

Section 4 (d)(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 or other documentation acceptable to the Hospital 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 health care provider who is acceptable to the Hospital 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.

## **Article 25 (Military Reserve Duty)**

Add: An RN who serves active duty with the United States Armed Forces or with a Reserve component thereof, may use earned time (but not ESL) to make up the difference between their regular BMC salary and any compensation received from the government for military service.

## Article 26 (Vacation Requests)

First Paragraph: There shall be four (4) vacation periods. Earned time requests for vacation (or vacation requests) must be submitted in writing 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. If on the 20<sup>th</sup> day the nurse manager determines s/he will be unable to comply with the 21-day deadline, s/he will contact his/her director, who will issue the decision by the 21-day deadline.

Last Paragraph: ...The Hospital will make a reasonable effort (which shall include the use of per diems and floats, where appropriate) to enable RN's 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.

## Article 27 (Leaves of Absence)

Section 6. Union Service Leave of Absence. Subject to the operating needs and at the sole discretion of the Hospital, an unpaid leave of absence may be granted to a bargaining unit member for temporary voluntary service in the Union for up to thirty (30) calendar days. Seniority shall be frozen during such leave. Nurses returning from leaves of absence described above within thirty (30) calendar days ~~3 months~~ of its commencement shall be reinstated in his/her former position.

New Section 8. Humanitarian Aid Leave. At the sole discretion of the Hospital, an unpaid leave of absence may be granted to a bargaining unit member for up to 30 days of temporary service for the purpose of administering humanitarian nursing aid within the United States and 60 days for temporary service in a foreign country. A nurse may apply for up to a 30 day extension of Humanitarian Aid Leave.

## Article 28 (Tuition Reimbursement)

Section 3. (a) Delete; Section (b) becomes (a) and (c) becomes (b).

Section 4 (a): each full-time RN may be reimbursed for the first \$350.00 of tuition expense and 75% of the balance of tuition expense up to a total reimbursement of ~~\$2,000~~ \$2,500 through September 30, 2007, and through the period October 1, 2007 through September 30, 2008, and through the period October 1, 2008 through September 30, 2009, on a first come - first served basis; and

(b) The Hospital's total allocation for all tuition reimbursement for all employees covered by contracts between the Hospital and the Unions, excluding the Unified Contract, through October 1, 2006 to September 30, 2007 and October 1, 2007 to September 30, 2008, and through the period October 1, 2008 through September 30, 2009, on a first come - first served basis shall be ~~two~~ one hundred twenty-five thousand dollars (~~\$200~~125,000.00) in each of the ~~two~~ three years.

*[The parties agree that the Tuition Reimbursement form will be revised to eliminate the requirement that nurses receive supervisor approval prior to submitting tuition reimbursement requests.]*

**Article 29 (Training and Education)**

Section 4. All units and floors shall have a reference material library, which shall include both computer and printed reference material. With input from the staff, the nurse manager shall have final authority to select which books to purchase.

Section 5. Change “Clinical Ladder Committee” to “Clinical Advancement Committee.”

**Article 30 (Health and Welfare)**

Section 1. Update List of Health Plans:

- a) Boston Medical Center Preferred
- b) Harvard Pilgrim Health Care Best Buy
- c) Harvard Pilgrim Health Care HMO
- d) Harvard Pilgrim Health Care PPO

Section 2. All regular full-time and regular part-time RN's shall become eligible to enroll in a medical insurance plan ~~set forth in Section 4~~ and in the Flexible Benefit Program described in this Article on the first day of the month in the month following completion of thirty (30) days ~~three (3) months~~ of employment with BMC.

Section 6. RN contributions toward the payment of premiums for health insurance (as well as for dental insurance, life insurance on a pre-tax basis as allowed by law, vision insurance, Flexible Spending Accounts, and long and short term disability premiums under the Hospital's Flexible ~~Spending~~ Benefits Program) shall be made on a pre-tax basis.

Section 7. Medical insurance premium increases during the life of the Agreement will be paid for by the hospital base on the following percentages of the average weekly premium of all medical insurance plans (excluding the highest and the lowest costing plans ~~master Health Plus and the EPO~~).

Section 8. The Hospital’s monthly dental insurance plan premium contribution for Individual, Dual and Family will be as follows:

	<del>Individual</del>	<del>Family</del>
36-40 Hours	\$4.00	<del>—\$4.00</del>
24-35 Hours	\$2.92	<del>—\$2.92</del>
16-23 Hours	\$2.00	<del>—\$2.00</del>

Section 9. The Hospital will make available to eligible RN's, 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~~ Benefits Program.

~~Section 13. (a) Effective January 1, 1998, the Hospital will provide a Flexible Benefits Program to all eligible regular full time and regular part time RN's who are regularly scheduled for sixteen (16) or more hours.~~

Section 13 (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, may change certain elections allowable by regulations 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, 1999, shall be paid for as set forth in Section 7 above. If medical insurance premiums increase prior to October 1, 1999, the Hospital will offer an open enrollment period during which RN's may elect to change medical insurance plans.~~

### **Article 31 (Pension Plans)**

Section 1. RN's 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 had 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. RN's covered by this Section 1 may participate in the plan, if otherwise eligible, regardless of any future change in their schedule or position within an RN BMC bargaining unit, just as RN's from other BMC bargaining units who were formerly BUMCH employees may continue to participate in the pension plan provided in Section 1 of the Pension Article in the MNA contract, if permanently transferred to a the Harrison Avenue site represented by 1199SEIU.

Section 2. (Third Paragraph) 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, before the end of the Plan Year on the employee's anniversary date, request to receive a BMC contribution for that year. Such employee must contribute two percent (2%) of base pay to the BMC 403(b) Retirement Plan for the year in order to receive the Hospital's contribution.

### **Article 33 (Joint Labor Management Committee)**

The Medical Center agrees to establish a Joint Labor Management Committee. The purpose of this Committee is to maintain an open dialogue with all employees and discuss matters of mutual agreement. To this end, up to twelve (12) bargaining unit members in total, from Unified, ~~Guards~~ and Skilled Maintenance Contracts, SEIU LPN's, & RN's, will be afforded the opportunity to participate in these meetings. The meeting will take place every other month and last for one (1) hour unless otherwise indicated.

### **Article 34 (Health and Safety)**

Paragraph 1. The Hospital is committed to providing a safe work environment for its employees. To that end, the Hospital will make available on-line MSDS sheets ~~with the nursing supervisor~~ for 24-hour access. This information is to include, but is not limited to, the generic name of such substances, the components of such substances, the appropriate handling of such substances and any known or suspected side effects of exposure to such substances.

Paragraph 2: After the sentence “The Hospital shall endeavor to provide employees with a latex-safe and powder-safe environment”, add the following: “The Hospital shall establish a Nursing Latex Committee to review, discuss and make recommendations regarding latex issues to the BMC Health and Safety Committee.”

### **Article 37 (Miscellaneous - Parking)**

Section 12. All bargaining unit members parking in a BMC designated parking facility shall pay the following rates through February 2, 2008: Gillette: \$90.00, and 610 Albany Street Garage: \$140. Bargaining unit members who elect not to park in a BMC designated parking facility may be eligible for a ~~30%~~25% T-Pass subsidy by the Office of Parking and Transportation Services (limit one pass per person per month). Payment of parking fees or T-Pass payments will be made via payroll deduction only. The Hospital shall maintain current (as of October 1, 2006) shuttle services. Should the price of monthly parking increase, the Hospital and the Union shall meet to impact bargain regarding the increase.

NEW: Following ratification of the contract, a shuttle will be provided to/from the 610 Albany Garage from 5:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 8:00 p.m. The parties agree to reopen the contract in October 2006 for the sole purpose of negotiating any changes to the shuttle program.

*[The Hospital will post the pick-up/drop-off locations as soon as possible following ratification.]*

### **Article 38 (Legality/Stability Of Agreement)**

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 (Vice President of Human Resources or his or her designee and an authorized representative of the Union).

### **Article 39 (Duration)**

This Agreement is for a period of three (3) years in duration from date of execution to September 30, 2009~~6~~. Except as otherwise stated, this Agreement shall remain in full force and effect and be binding on the parties for the period beginning with the date of ratification until 11:59 p.m. on September 30, 2009~~6~~. Prior to July 1, 2009~~6~~, but no sooner than May 15, 2009~~6~~, 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 July 10, 2009~~6~~.

**Appendix H (MOU re: Weekend Incentive Nurse)**

Add to last paragraph in Section 8: “Weekend shifts’ are defined in Article 14, § 3.” BMC Arbitration No. S-100-06 settled.

*[Other MOAs /appendices will be renewed consistent with previous agreements to amend.]*

*[Dates throughout contract will be refreshed as appropriate.]*

*[The parties agree that all changes identified in this TA also apply to the LPN contract, although the article and section numbers may vary.]*

*[Change references to Local 285 or Local 9 to 1199SEIU as appropriate throughout contract.]*

APPENDIX C  
MEMORANDUM OF AGREEMENT  
STAFFING

In order to address staffing concerns and provide safe and effective nursing care, the Hospital and the Union agree to the following approach:

Section 1 – Staffing Task Force

The Staffing Task Force created in Appendix C of the 1999-2001 contract shall be reconvened within 21 days of contract ratification. The Staffing Task Force shall consist of three (3) members of the Union and three (3) members of Management. Either party shall have the right to invite up to three (3) people to present information relevant to the unit/floor or issue under discussion, while recognizing that the role of making ultimate recommendations is reserved to the Task Force. In order to facilitate this process, the topic(s) or unit(s) to be discussed will be set forth in advance by mutual agreement between the parties. For bargaining unit members serving on this Task Force, or invited to attend the meeting to provide information as provided above, the Hospital will provide paid straight time for time spent in attendance at the Staffing Task Force, but not to exceed eight (8) hours pay for each individual invited to attend. ~~A Union Staff Representative shall be permitted to attend and observe meetings but shall not be considered a member of the committee.~~ The Task Force shall make available their recommendations within ninety (90) days from its re-conception. Neither party shall unreasonably reject the recommendation(s) of the Task Force.

The Task Force shall:

1. Explore immediate steps to address and resolve staffing issues;
2. Review and establish core staffing levels and staffing guidelines for all units, floors and clinics in the bargaining unit;
3. Review the acuity system in use;
4. Review and establish the number of FTE's on a unit by unit basis;
5. Review and monitor position control sheets upon request and postings to correlate with FTEs in #4 above.
6. Review and establish guidelines for the maximum number of patients per nurse in all areas, units and floors;
7. Review and establish any other recommendations related to addressing staffing concerns including but not limited to re-allocation of nursing responsibilities and duties resulting from non-patient care nursing hours and maintenance of patient care nursing responsibilities and duties under the practice of licensed nurses;
8. Review and establish guidelines for the appropriate utilization of float pools, per diems or other supplementary staff, to provide for coverage in all areas;
9. Review the possibility of reducing/eliminating required rotation as set forth in Article 9, Hours of Work, of the contract;
10. Review charge duties and the feasibility of creating additional permanent charge positions; and
11. Review and recommend methodologies to cover staffing needs related to absences;

12. New: 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 a particular unit.

13. New: The Hospital will provide information about short and long term recruitment, staffing plans and FTE's, to the extent required by the National Labor Relations Act.

The core levels developed by the staffing task force under the 1999-2001 contract are incorporated by reference and are subject to revision by the task force as stated above. The core levels referred to therein pertain to the number of nursing staff to be scheduled on each unit/shift by the unit staffing coordinator consistent with Article 11. Pursuant to Article 11, it is the responsibility of each unit staffing coordinator and the nurses, acting collegially, to submit a schedule and accompanying needs list which meets core levels and which complies with the contract. The core numbers are based on factors which include but are not limited to average daily census, acuity, national benchmarks and average nurse/patient ratio for each floor/unit. The Hospital shall provide information as requested by the Task Force that is relevant and reasonably necessary to complete its work as set forth above.

Should the Hospital require significant changes in staffing, it will give notification for the Task Force to be reconvened. The Hospital will forebear from making a final decision until there has been an opportunity for the Task Force to be reconvened and to be concluded within thirty (30) days. The Task Force may include the participation of the mediator(s). Neither the Hospital nor the Union shall unreasonably reject the recommendation of the mediator(s).

Within 12 months of the signing of this agreement, the task force may be reconvened at the request of either party.

In reviewing FTE level guidelines, the Task Force shall be guided by the parties shared goal of ensuring sufficient FTE's to meet core levels, reduce the number of unfilled shifts on the needs list, and provide sufficient coverage for benefit and absences such as ET, etc. The parties recognize the importance of allowing scheduled earned time usage for the retention of nurses.

## Section 2: Resolution of Daily Staffing Issues:

The Hospital will continue to appoint an internal mediator (or mediators) from nursing management. All supervisors will be notified of the appointment of the mediator(s) and of the procedure for contacting mediator(s) at any time. The mediator(s) will be available to resolve disputes between and among staff nurses and/or nursing supervisors and managers over inadequate nurse 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 are not limited to calling nurses, reallocating nurses within agreed floating guidelines, authorizing overtime, closing the floor to admissions or diverting patients with the approval of the Hospital Administrator on-call. The Hospital shall not require nurses to work overtime except as strictly provided for in Article 13, Section 3.

Any nurse believing that an acute staffing situation exists shall notify his/her shift charge nurse. The shift charge nurse must then inform the supervisor. If the supervisor is unable to resolve the staffing situation, then the mediator shall be notified and shall then confer with both

the supervisor and the shift charge nurse. The mediator shall then determine a solution referencing the options above, which shall be communicated to both parties. Neither party shall unreasonably reject the recommendation(s) of the mediator(s).

The mediator shall keep a record of all complaints made, and the resolution offered, and such record may be reviewed by the staffing advisory committee.

Any staffing change will be subject to the other provision(s) of the collective bargaining agreement such as layoff and recall. The Hospital and Union reserve their respective rights regarding any such changes as well as their rights in general surrounding issues of staffing.

### Section 3 – Staffing Advisory Committee

A Staffing Advisory Committee shall be established by the Hospital and shall consist of no more than five (5) bargaining unit LPN's or RN's (and may include a union representative), determined by the Union, and members of Nursing Management, whose total number will not exceed the number of staff nurses on the Committee. The Committee shall be chaired by the Vice President of Nursing or his/her designee. The Committee shall meet monthly for two (2) hours, unless otherwise mutually agreed to. At the first meeting the Committee will establish a regular schedule of future meetings; i.e., every third Wednesday, unless otherwise mutually agreed to. Minutes of the meetings will be kept and made available to staff nurses and nurse management on each unit. ~~A union staff representative shall be permitted to attend and observe the Committee but shall not be considered a member of the Committee.~~

The Hospital will provide paid straight time off (not to be counted for overtime purpose) for time spent in attendance at the Staffing Advisory Committee. Release time will be granted to all union representatives who are scheduled to work.

In the event that at least ~~six (6)~~three (3) of the union representatives cannot be released to attend due to operational needs, the meeting shall be rescheduled for another time in that same month when ~~six (6)~~three (3) or more members will be available.

The purpose of the Committee shall be to review and recommend staffing guidelines and to generate dialogue regarding relevant staffing issues and concerns. Issues to be covered may include, but are not limited to: the appropriate use of per diems, float nurses, agency nurses and “travelers,” and inter-campus patient transfers, patient classification system, non-nursing functions, scheduling and staffing guidelines, earned time usage, overtime, and resolution of staffing issues. The parties shall submit agenda items, identifying the floor/unit and issues to be discussed no later than two (2) weeks prior to the meeting.

Specific recommendations will be presented by the Committee to Nursing Administration, but the Committee shall have no power to modify the terms of this Agreement or to adjust grievances.

### Section 4.

With respect to both Sections 1 and 32, the parties agree to maintain stable and consistent representation. The parties agree to make every reasonable effort not to postpone or cancel

meeting of either the Staffing Task Force or the Staffing Advisory Committee. Once the Task Force is completed, ongoing staffing concerns shall continue to be addressed by the Staffing Advisory Committee. Committee members and guests shall conduct themselves with professionalism and courtesy.

Section 5.

The Hospital will respond in writing within seven (7) days to any short-staffing complaint to the RN or LPN signing the complaint, with a copy of the response to the Union and appropriate Director of Nursing. If the response is unsatisfactory, upon request of the Union representatives the issue will be discussed at the following Staffing Advisory Committee.

APPENDIX F  
SUMMARY OF PENSION AGREEMENTS

1. BMC employees who were formerly employees of DH&H on June 30, 1996, who became employees of BMC on July 1, 1996, and who are 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 the BMC Retirement Plan for Certain Employees (and a Section 403(b) Savings plan) (~~"the Vested Plan" as negotiated between the parties~~) outlined below in Paragraphs 3 and 4 and described in the plan documents in accordance with the requirements of those plans.

3 (d). ~~Eligible to participate upon employment with the new entity provided the employee is at least 21 years old and regularly scheduled to work at least 1000 hours a year. An otherwise eligible employee who is not regularly scheduled to work 1000 hours a year, but who actually works 1000 hours in a year may participate in the defined benefit pension plan for that year upon request on the employee's anniversary date. Those employees named in Attachment A (and no others) who have participated in the State Boston Retirement Plan even though they have not been regularly scheduled to work 1000 hours a year, may participate in the defined benefit plan.~~

(f) Distribution options are retirement allowance for participant's and/or spouse's life (or lump sum payment if the present value of a participant's retirement benefit at time of retirement is \$~~35~~5000 or less):

4. ~~A Section 403(b) Savings Plan~~ BMC Retirement Plan For Certain Employees with the following features:

(b) Eligible to participate upon employment with the new entity provided employee is at least 21 years old and regularly scheduled to work at least 1000 hours a year. An otherwise eligible employee who actually works 1000 hours in a year may request to participate in the ~~Section 403(b) savings plan~~ for that year before the Plan Year end date on the employee's anniversary date. Those employees named in Attachment A (and no others) who have participated in the State-Boston Retirement Plan even though they have not been regularly scheduled to work 1000 hours a year, may participate in the BMC Retirement Plan For Certain Employees ~~Section 403(b) savings plan~~.

(e) An eligible employee may contribute less than 1% of his/her base pay (as defined above) per pay period to the BMC Open Plan a tax-sheltered investment vehicle, although the employer will not make a contribution. An eligible employee, who is not regularly scheduled to work 1000 hours in a year, may contribute to the BMC Open Plan a Tax Sheltered investment vehicle, although the employer will not make a contribution.

(f) An eligible employee may contribute more than one percent (1%) of his/her base pay (as defined above) per pay period to the BMC Open Plan a Tax Sheltered investment vehicle in a year, although the employer match is limited to (c) and (d) above.

**Memorandum of Understanding**

This Agreement is entered into as of \_\_\_\_\_, 2006 between the Boston Medical Center (“BMC”) and 1199SEIU (“SEIU” or “Union”), hereafter referred to as “the parties.”

Whereas, the SEIU has proposed that the Hospital provide a retiree health savings plan to its members age 50 and above, and

Whereas, the Hospital is researching the feasibility of implementing such plan for all of its employees, including SEIU RNs, and

Whereas, the Hospital is not ready to make a decision regarding providing such plan at this time, but wishes to continue discussions with the SEIU regarding the feasibility of such plan,

Whereas, the Hospital will consider the following principles in its determination of whether to offer a retiree health savings plan:

1. The ability of employees who retire prior to Medicare Eligibility to participate in the retiree savings plan through payroll deduction;
2. The ability of bargaining unit members to participate in a Medicare Supplement Plan and
3. The ability of bargaining unit members to purchase health care coverage through a group plan designed for that specific age group.

Therefore, the parties agree as follows:

No later than three (3) months following the ratification of the contract, or January 31, 2007, whichever is earlier, the Hospital will meet with the Union to continue discussion regarding the feasibility of a retiree health savings plan(s) for SEIU/BMC employees. If the BMC concludes that it desires to offer such a plan or plans to SEIU members, the parties will negotiate over implementation of the plan(s), consistent with the NLRA. If a retiree health plan is implemented for any other group of employees, the BMC agrees to negotiate the implementation of that retiree health plan with SEIU for its members.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth above:

For BOSTON MEDICAL CENTER

For SEIU

\_\_\_\_\_  
Patricia Webb  
Vice President, Human Resources

\_\_\_\_\_  
Judith A. Coughlin  
Union Representative

\_\_\_\_\_  
Dennis R. Gorman, Esq.  
Director, Labor Relations

\_\_\_\_\_  
Lorraine Riley, RN  
Chairperson

## Side Agreement

### Flex Nurse

#### 1. EARNED TIME AND ESL ACCRUALS

Flex position employees will accrue ET and ESL based on hours actually worked. Accrual rate is based on years of service. Employees may use up to 40 hours of ET as vacation per week. ET /ESL will otherwise be paid out at a maximum of 24 hours per week.

#### 2. FLEXIBLE BENEFITS PLAN:

Flex position employees will be created with full-time benefit status regardless of actual hours worked. The Flexible Benefits Plan includes medical, dental, vision, life, disability coverage and flexible spending accounts. Enrollment and participation in the Plan will follow the Plan and insurance carrier rules and applicable government regulations.

#### 3. RETIREMENT PLANS:

Eligibility and participation in the retirement plans for Flex position employees will be based on plan rules.

#### 4. TUITION ASSISTANCE

Flex position employees are eligible for tuition assistance under the same terms and conditions for 36-40 hour RNs.

#### 5. REGULAR SCHEDULE

The flex position employees shall be scheduled 36 or 40 hours per week. Flex employees shall be required to work a minimum of 24 hours of their scheduled week and may work a total of 36 or 40 hours during their scheduled week as the case may be. The flex position employees will be required to work weekends and holidays in accordance with Article 7, Section 7.

#### 6. NOTIFICATION OF SCHEDULE CHANGES

The hospital will prepare a monthly schedule for the Flex RN's. The hospital may modify the Flex schedule days with one week's notice to the R.N. The hospital shall also make reasonable efforts to individually notify nurses of changes in the work schedule and nurses should call the unit to check the status of the schedule. The hospital may cancel a flex shift with at least 2 hours notice to the R.N. but in no case shall a Flex RN work less than 24 hours.

#### 7. OVERTIME COMPENSATION

The Flex position employees will be compensated consistent with the overtime rate specified in Article 13 of the Collective Bargaining Agreement.

8. POSTING

The Flex positions will initially be posted on individual units and available only to existing 36 or 40-hour employees (i.e. full time employees) on that unit. The positions offered will be limited to the posted number of positions as assigned for each unit by Nursing. In the event that no 36 or 40-hour employees apply for an available flex position, the Hospital may, at its discretion and based on the individual unit needs, make the position available to 24/32-hour associates on that unit. The Hospital will select the candidates in accordance with the existing language in Article 8 of the Collective Bargaining Agreement.

In the event that the Hospital decides to post a Flex position it will do so according to the provisions of Article 8 of the Collective Bargaining Agreement.

Positions will be filled through a voluntary application process and will not exceed more than 5% of the total bargaining unit FTEs. During the trial period, the Hospital will provide the Union with a list of the Flex Nurse postings, filled positions, hours scheduled and hourly worked on a monthly basis.

8. TRIAL PERIOD

The Flex position will be offered during a trial period, which will continue for six (6) months from commencement of the program. The program will be jointly reviewed at the end of the trial period and, if the Hospital wishes to continue the program, the contract will be reopened for the sole purpose of bargaining over the terms and conditions of continuation of the Flex Program.

9. ROTATION

The Flex position employees will be required to rotate pursuant to the Collective Bargaining Agreement between the parties.

10. BEREAVEMENT

Flex position employees will be provided with bereavement benefits as defined in Article 23.

The Collective Bargaining Agreement will apply as for all other 24 hour per week RN's in every other aspect if not specified above.

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The foregoing 18-page document reflecting changes to the collective bargaining agreement between the SEIU and Boston Medical Center tentatively agreed, subject to ratification by SEIU:

For Boston Medical Center

For 1199SEIU

\_\_\_\_\_  
Dennis R. Gorman, Esq.  
Director, Labor Relations

\_\_\_\_\_  
Ms. Judith A Coughlin  
Union Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_