

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOSTON MEDICAL CENTER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 2020, AFL-CIO

Skilled Maintenance

OCTOBER 24, 2003 -- SEPTEMBER 30, 2006

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AGREEMENT

AGREEMENT entered into this 24th day of October 2003, by and between the Boston Medical Center ("the Hospital") and Local 2020 of the Service Employees International Union, affiliated with the AFL-CIO ("the Union").

ARTICLE 1 – RECOGNITION

The Hospital recognizes the Union as the exclusive bargaining agent for the following categories of employees assigned to 88 East Newton Street: Clinical Engineer, General Services Technician-Licensed, General Services Technician-Unlicensed, General Services Technician Lead, and General Maintenance Helper. The Hospital recognizes the Union as the exclusive bargaining agent for the following categories of employees assigned to 88 East Newton Street for as long as the current incumbents are employed in these positions and said positions shall be eliminated when these positions are vacated, unless the Hospital in its sole discretion decides to maintain any particular position, at which time it shall notify the Union in writing of the position to be maintained: Lead Persons, HVAC-Electrician, HVAC-Mechanic, Electrician, Locksmith-Carpenter, Plumber, Carpenter, General Maintenance Mechanic. All other employees, supervisors, confidential employees and guards are excluded as defined in the National Labor Relations Act.

ARTICLE 2 – UNION SECURITY

Section 1 Upon completion of thirty (30) days of employment, an employee in the bargaining unit shall, as a condition of employment, either become a member of the union which represents him/her or pay to the designated union an agency service fee deduction (amount equal to union dues), as provided by law. Upon completion of thirty (30) days of employment and receipt of an authorization card for union dues or agency service fee deduction, the Hospital shall begin the payroll deduction. An employee may revoke such payroll authorization any time by giving thirty (30) days' written notice to the Hospital. In any event, an employee hired into the bargaining unit must pay either an agency service fee or union dues.

The Medical Center will notify the Union if a dues deduction card and/or an agency fee authorization card is not accepted by the hospital and will state the reason(s) therefore within thirty (30) days.

Section 2 Employees 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 designated union. For purposes of this Article, an employee 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 designated union office within thirty (30) days of the end of the month in which they are deducted, together with a list of all employees 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 union agrees that it will indemnify and hold the Hospital harmless from any claim, action, omission or proceeding by any employee 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 employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 6 An employee who has failed to become a member of the union or pay an agency service fee, 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.

Section 7 The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employee to the Union or should the Union expel an employee from the Union for any reason other than failure to pay his/her regular dues and initiation fees, this Article shall not be in operation so far as such employee is concerned. The Hospital will provide the Union on a monthly basis a full bargaining unit list including the name, date of hire, classification, shift, scheduled hours, hourly rate, department and address. Additionally, the hospital will provide a listing of newly hired and terminated employees and employees on leaves of absence in the above job categories.

Section 8 Effective January 2004, an employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee by giving at least sixty (60) days notice in writing to the employer.

The Employer shall deduct such political fund fee from the pay of employees who request such deduction and shall transmit deductions to the treasurer of the Union

together with a list of employees whose political education fund fees are transmitted at the same time that dues deductions are transmitted.

ARTICLE 3 – PROBATIONARY PERIOD

The Hospital shall have one hundred and twenty (120) calendar days, absent any significant absences, from the commencement of an employee's employment within which to judge the competency of any employee to perform his/her duties. This period shall be considered a probationary period, and the provisions of this Agreement provided under Article 6 - Grievance Procedure shall not apply to the employee during this Probationary Period.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1 - Except to the extent expressly limited to 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 agency, contract and per diem employees; to determine adequate coverage and staffing; to suspend, discipline and discharge employees for just cause; to determine the methods for 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 employee 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 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 6 - Grievance Procedure, unless the Hospital acted arbitrarily and capriciously.

Section 2 - The Union and the Hospital recognize the need for flexibility in a newly merged institution. As a result, there may be instances in which duties which have been traditionally performed by a member of a 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, leave, etc.). Where such instances become the norm and are not covered by other language in the Agreement, the Hospital and the Union agree to negotiate about such situations.

Section 3 - Construction Committee. The Hospital and Union shall meet and confer regarding areas where work being performed by outside contractors could be performed by bargaining unit members. Said meetings shall occur monthly and the meetings may be combined with other construction committee meetings.

ARTICLE 5 – SENIORITY

Section 1 - Seniority means length of continuous employment by the Hospital in a position covered by this Agreement. An employee shall not accumulate seniority during an unpaid leave of absence unless such leave is granted for medical reasons when an employee has exhausted his/her Earned Time.

(a) Except as provided elsewhere in this Article, all employees hired on or after July 1, 1996, shall accrue seniority from their most recent date of hire and will continue to accrue seniority as long as continuously employed by the Hospital.

(b) Employees who were actively employed by BUMCH on July 30, 1996, and who commence employment with the Hospital on July 1, 1996, shall be given seniority credit for continuous service with BUMCH since their most recent date of hire, as adjusted by resignation, leaves of absence and lay-off by these entities.

Section 2 - Seniority shall be lost by:

1. Continuous lay-off for a period of one year;
2. Resignation or voluntary quit;
3. Discharge for just cause;
4. Accepting employment elsewhere while on leave of absence;
5. Overstaying leave of absence without prior approval;
6. Failure to return from lay-off within ten (10) calendar days or written notice to return.

ARTICLE 6 – 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 may only be filed by the adversely affected employee(s) covered by this Agreement and the Union.

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 ten (10) calendar days after the grievant 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 in writing to the designated immediate supervisor within the time period set forth above. The grievance shall state contract provision(s) alleged to have been violated and the specifics of the alleged violation, and shall be on the form attached to this contract. 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 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 seven (7) 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 presented at Step 2.

Step 3: If the grievance is not resolved at Step 2, the grievance must be presented by the grievant in writing to the Vice President for Human Resources within seven (7) calendar days after the Department Head's or designated supervisor's response to the grievance or the date on which that response was due, whichever is earlier. The Vice President for Human Resources or his/her designee shall hold a meeting on the grievance within seven (7) calendar days after receiving it. The Vice President for 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.

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

(b) If the Hospital raises an issue of procedural 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 will 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 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 and no cancellation fees shall be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, then 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 contract Article(s) and Section(s) allegedly violated and involving 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 mutually agreed in writing. Only one grievance may be submitted to and decided during a particular arbitration, unless mutually agreed 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 Union. The cost of the arbitration assessed by the AAA and the fees of the Arbitrator shall be borne equally by the Hospital and the Union.

Section 4 - Failure of an employee or the 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 6 - Grievance Procedure can be mutually waived in writing.

Section 5 - A grievance concerning the interpretation or the application of the Agreement initiated by the Hospital shall be discussed with the 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 6 – Grievance Procedure which 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 7 – FAMILY AND MEDICAL LEAVE ACT
AND MATERNITY/PATERNITY AND ADOPTIVE LEAVE

Section 1 The Hospital shall grant an eligible employee 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 employee 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 employee 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 employee 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 employee's own serious health condition which renders the employee unable to perform an essential function of his/her position.

For purposes of this Article 7 – Family and Medical Leave Act, "son or daughter" shall include biological, adopted or foster children, stepchildren, legal wards, and other persons for whom the employee 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 employee's parents.

Section 2 An employee who has completed the probationary period set forth in Article 3 - 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 employee shall be reinstated to his/her former or substantially equivalent position. An employee 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.

Section 3 An employee shall use accrued Earned Time, with the exception of maternity leave, while on FMLA or maternity/paternity, or adoptive leave. An employee shall, with the exception of maternity leave, use Extended Sick Leave (ESL) while on FMLA leave in accordance with the requirement for ESL. It is understood that if an

employee has exhausted ESL and is not receiving compensation from the hospital through a third party (e.g., STD, LTD) he/she must use accrued ET, with the exception of maternity leave, while on any leave may use accrued Earned Time while on FMLA or maternity/paternity or adoptive leave. An employee may use Extended Sick Leave (ESL) while on FMLA leave in accordance with the requirements for the use of ESL.

Section 4 FMLA leave and leave for which an employee 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.

Section 5 The Medical Center may, in its sole discretion, approve additional medical leave. Such discretion may not be exercised in an arbitrary or capricious manner. The approval or denial of such leave is not subject to grievance or arbitration.

ARTICLE 8 – BEREAVEMENT LEAVE

An employee will be eligible for leave of up to three (3) scheduled days of work without loss of pay in the case of death in the immediate family for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters relating to the death. "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, grandparents, and spousal equivalent (provided that an employee has registered the name of the spousal equivalent with the Human Resources Department on the appropriate form). In addition, effective January 2004 on one (1) occasion per calendar year, a bargaining unit member will be eligible for one (1) day's leave without loss of pay (bereavement), for the purposes of attending the funeral or assisting in the family matters, relating to the death of an aunt, uncle, brother-in-law, sister-in-law, niece or nephew. An employee 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 may not exceed the number of days an employee would normally be scheduled to work in any given week. Regular part-time employees shall be paid under this Article on a pro-rata basis based on their regularly scheduled hours, e.g., all part-time employees will receive 60% of their regular weekly pay. Regular part-time employees can use 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.

ARTICLE 9 – JURY DUTY

Section 1 - If a regular full-time or part-time employee is called for jury duty, the Hospital shall pay the difference between hours regularly paid up to forty (40) hours per week and the amount he/she receives from the court, provided he/she was hired and commenced work before receiving notice of such duty. Should the employee

receive payment from the court they provide proof of payment to the payroll department and the appropriate offset deductions shall be made the week following said payment.

Section 2 – An employee subpoenaed as a witness will be treated the same as for jury duty except if subpoenaed on his/her own behalf.

ARTICLE 10 – HOLIDAYS

Section 1 Full-time employees 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	Labor Day
Martin Luther King, Jr., Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

For those staff with a Monday through Friday schedule, if a holiday falls on Sunday, the holiday will be celebrated on Monday for schedule purposes only; if a holiday falls on Saturday, the holiday will be celebrated on Friday for schedule purposes only. As a continuous operation, the holiday will be celebrated on the actual day on which the holiday falls as it relates to pay. It is understood that, as a health care institution that provides comprehensive care, the Medical Center reserves and retains the right to operate on any or all of the aforementioned holidays and employees may be required to work, consistent with the provisions of this Article.

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 employee who works on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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 employee who works on a holiday may elect to be paid at his/her straight time rate for up to eight (8) hours worked on the holiday, which will be deducted from his/her earned time. There shall be no pyramiding of overtime or holiday pay.

Section 4 Regular part-time employees are eligible for the holidays listed in Section 1 as described in this Agreement and will be paid from accrued and unused Earned Time on a pro-rated basis.

Section 5 Holidays will be rotated as equally as practical to afford each employee a fair share of the holidays off.

Section 6 If scheduled to work on a holiday, in order to be eligible for holiday pay, an employee must work all of the hours assigned by the Hospital on their scheduled day before and after the holiday, as well as the holiday.

ARTICLE 11 – EARNED TIME/ESL

Section 1

(a) Earned Time and Extended Sick Leave are programs to provide eligible employees with time off with pay in lieu of vacation, holidays, sick leave, personal days and other paid time off.

(b) There are two separate components of Earned Time and ESL.

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 Union.

Extended Sick Leave (ESL) is used only for illnesses and injuries which exceed five (5) consecutive scheduled days in length. Hours in the ESL bank have no cash-in value, are not vested and are not paid upon termination.

Section 2

All non-probationary employees covered by this Agreement will participate in the Earned Time program and ESL program. Employees 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:

<u>Years of Completed Service at BMC</u>	<u>Annual Accrual Rate</u>
0 through 4	33 days per year
5 through 14	37 days per year
15 through 19	40 days per year
20 or more years	43 days per year

(b) Employees who are regularly scheduled for less than forty (40) hours per week but more than eight (8) hours per week 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 employee has any unused ET days at the end of the accrual (April 1-March 31) year, he/she may: (1) carry up to one-half of his/her annual accrual (except as otherwise provided in Appendix C); and/or (2) cash in up to two week's worth of his/her regularly scheduled hours in accordance with this Article (if not already cashed in during the accrual 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) Employees will accrue ET as follows:

Less than five (5) years Hospital seniority	One (1) hour for every 7.88 regular hours of paid time
Five (5) or more years of Hospital seniority but less than fifteen (15) years	One (1) hour for every 7.03 regular hours of paid time
Fifteen (15) or more years of Hospital seniority but less than twenty (20) years	One (1) hour for every 6.50 regular hours of paid time
Twenty (20) or more years of seniority	One (1) hour for every 6.05 regular hours of paid time

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 employee due to his/her own illness or accident, except that ESL can be used for up to twenty-five (25) work days for FMLA leave other than illness or injury. An absent employee 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.

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

(c) ET may consist of either an ET day accrued during an accrual 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 employee 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 employee's rate of pay on June 30, 1996.

(e) After an employee 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. 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 employee's physician must be provided to the Hospital. The Hospital has the right to require any employee who has requested ESL to see a health care provider of the Hospital's choice at any time at the Hospital's expense.

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

(g) An employee with an acceptably documented chronic illness or injury, who has already used the required ET to access ESL, shall not be required to use additional Earned Time before accessing ESL in the event of a recurrence or relapse of the illness or injury within 12 months of the date of the original illness/injury or reoccurrence.

Section 5

(a) Once a year an employee with at least two (2) weeks' worth of regularly scheduled hours of Earned Time (eighty (80) hours for a full-time employee) may cash in his/her time in two blocks of one week's worth of regularly scheduled hours. One week's worth of regularly scheduled hours (40 hours for a full-time employee) must remain in Earned Time after a cash-in.

(b) Part-time employees regularly scheduled for more than eight (8) hours or more may avail themselves of this cash-in. For example, those employees 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. For those employees working twenty-four (24) hours per week, they 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) All accrued Earned Time is payable upon termination provided an employee gives three (3) weeks' notice. Three weeks' notice is not required if an employee is

terminated for just cause, is laid off or resigns due to mutual agreement between the Hospital and the employee. 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 employees on permanent evening or night shifts who are terminated for cause or do not provide the three weeks' notice.

ARTICLE 12 – SAFETY

Section 1 – The Hospital shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. If an employee or the Union considers that satisfaction has not been received through bringing a safety condition to the attention of the employee's immediate supervisor or if a dispute arises regarding the safety of moving or handling certain waste materials or if a particular area is unsafe to work in, the situation may be taken up directly with the Chairman of the Safety Committee of the Hospital for prompt resolution.

Section 2 – The Hospital and the Union 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.

ARTICLE 13 – NON-DISCRIMINATION

Section 1 – The Hospital and the Union agree that no employee 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 employee 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 employee 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 6 – Grievance Procedure.

Section 2 – If an employee files a discrimination charge covered by this Article with a state or federal agency, the Hospital and the Union agree that the employee and the Union waive their respective rights to arbitrate any grievance based on a claim of a violation of Section 1 above. If the employee 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 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 14 – MILITARY LEAVE

The Hospital agrees to carry out the applicable federal statutes relating to rehired former employees who have served in any branch of the Armed Services of the United States.

ARTICLE 15 – FEDERAL AND STATE LAWS AND EXECUTIVE ORDERS

If any law or judicial order or administrative or executive order or ruling shall so restrict or affect the performance of this Agreement or any Article(s) thereof in accordance with its terms so as to make it either impossible for such performance or, in the judgment of the Hospital, unduly burdensome, then the Hospital may, at its option, terminate the affected article(s) thereof by written notice to the Union. Thereupon, the Union and the Hospital shall in good faith commence negotiations of a new Article(s) to replace those which were so terminated.

ARTICLE 16 – BULLETIN BOARDS

Section 1 The Hospital shall provide bulletin board spaces and will permit posting of the Union notices and related materials. Vacancies including job title, description and grade shall be posted on appropriate boards for a period of seven (7) calendar days. 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 will release and pay up to a Union steward 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 employee, provided that such employee has requested Union representation and

the Union representative is available. In addition, the Hospital will pay up to one (1) Union steward at his/her base rate of pay for scheduled work hours spent in attendance at grievance hearings which may be held up to Step 3 of the grievance procedure set forth in Article 6, 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 3 Upon approval by the Vice President of Human Resources or designee, the Union may request the use of on site meeting rooms for steward and E-Board meetings through the Conference Center Coordinator. It is understood that rooms will not be made available for general membership meetings. The cost of such rooms shall be twenty-five (\$25.00) dollars per use.

Upon request, the Union shall indicate the times of the meetings, the number of people, campus and duration of the meeting, which will be checked against the Medical Center's availability. Meeting rooms may be requested no more than thirty (30) days in advance. All scheduling is subject to the operating needs of the Medical Center.

The Union agrees that the use of these meeting rooms shall not include rallies and the like. The use of any room shall be subject to the regulations of the Conference Center. Should the meetings become disruptive the Medical Center shall have the right to discontinue the scheduling of rooms.

It is understood that the scheduling of such rooms is subject to the operating needs of the Medical Center, however, use shall not be unreasonably denied. Accordingly, the denial of a request or cancellation of a room shall not be the subject of any challenge to include grievance or arbitration or the NLRB.

ARTICLE 17 – HOURS OF WORK

Section 1 – The “payroll week” is the period from Sunday at 12:01 a.m. through the following Saturday at 12 midnight. Effective January 1, 1997, the Hospital may institute a biweekly payroll period.

Section 2 – For bargaining unit members on the BUMCH payroll as of June 30, 1994, a regular full-time employee's regular hours of work shall be between the hours of 5:00 a.m. and 5:00 p.m., Monday through Friday. For all other bargaining unit members and all General Services Technicians, the Hospital may establish, change and discontinue work times, including hours of work, length of shifts, days of week, work schedules and any other method of determining when employees work. When a schedule needs to be changed the Hospital will solicit volunteers first, and then will fill by inverse seniority. Except in emergency situations, the Hospital will provide 30 days notice of a shift change.

Section 3 – Without restricting the Hospital’s right expressed in Section 2 above, the regular work day for a full-time employee shall consist of eight and one-half (8-1/2) consecutive hours including a one-half hour unpaid meal period.

Section 4 – The Hospital will provide all bargaining unit members a fifteen minute rest paid period during each half work day of eight hours or more, scheduled in accordance with the needs of the department. The parties understand that the rest period may be interrupted should the employee need to respond to an emergency. In such circumstances, the department will endeavor to allow the employee the time remaining on the break at a later time during the day.

Section 5 – Bargaining unit members may be permitted to combine the fifteen (15) minute rest period with the thirty (30) minute unpaid meal period with prior approval of his/her supervisor subject to the operating needs of the Hospital. The provisions of this section shall not be subject to grievance and arbitration.

ARTICLE 18 – OVERTIME

Section 1 – Overtime is defined as actual time worked in excess of forty (40) hours in any payroll week. Scheduled Earned Time (i.e., vacation, holiday and bereavement) shall be considered actual time worked for purposes of overtime, except for Earned Time paid to employees who work on a holiday. An employee shall be paid at a rate of time and one half for all hours actually worked over forty hours.

An employee who is regularly scheduled to work at least eight (8) hours will be paid at the rate of time and one-half (1-1/2) his/her regular base rate of pay if he/she works beyond his/her regularly scheduled daily shift at the Hospital’s request, provided that he/she is: (1) initially requested to work additional hours on the day the overtime request is made; and (2) has no other unscheduled time off or disciplinary suspension during the payroll week in which the overtime falls. It is understood that pre-scheduled Jury Duty shall not count as unscheduled time off for purposes of (2) in the preceding sentence. If not eligible because of (1) or (2) above, an employee will receive straight time for working beyond his/her regularly scheduled shift unless he/she works more than 40 hours in the week.

An employee who works overtime into a shift where, under the contract, a shift differential is paid, shall be paid the applicable differential for all overtime hours which qualify for the differential, provided that the employee works more than four (4) hours into the shift which qualifies for the differential.

Section 2 – No employee may work overtime without the prior approval of his or her supervisor.

Section 3

(a) Planned overtime will be posted two (2) days in advance. Planned overtime not adjacent to an employee's shift will be guaranteed at a minimum of four (4) hours.

(b) Overtime shall be distributed as equitably as practicable consistent with the work to be done among the employees within the unit of the department in which overtime is to be worked. "Unit of the Department" is defined as shops such as the Electrical Shop. A record of overtime hours accepted and rejected by each employee shall be maintained and posted in a convenient location. Overtime hours rejected will be counted as overtime worked (not paid) for purposes of this section only. In the event that overtime assignments cannot be filled, the junior employee by seniority within each shop will be required to fill the assignment.

Section 4 – If a law is enacted which permits the Hospital to grant compensatory time at the rate of one and one-half (1-1/2) times in lieu of paying overtime, the Hospital may do so, provided the employee may choose to be paid overtime in lieu of receiving compensatory time.

ARTICLE 19 – ON CALL PAY

Effective the first full pay period following execution of this Agreement, the Hospital will pay "on call pay" of \$4.00 per hour for bargaining unit members assigned by management to be on call. On call shall not be considered as hours worked for purposes of overtime, and will cease when the employee reports to work.

ARTICLE 20 – WAGES

Section 1 - Effective the first full pay week in October 2003, the hourly wage rates shall be as shown in "Appendix A - Schedule of Wage Rates," attached hereto and made part of this agreement.

ARTICLE 21 – FLEXIBLE BENEFITS

Section 1 – Except as noted below all eligible regular full-time and eligible part-time employees scheduled for twenty (20) 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 7 below.

1. Boston Medical Center Preferred ("EPO")
2. Master Health Plus
3. Blue Choice
4. Harvard/Pilgrim Health Care
5. Neighborhood Health Plan

Section 2 – All regular full-time and regular part-time employees shall become eligible to enroll in a medical insurance plan set forth in Section 1 and in the Flexible Benefits Program described in this Article on the first day of the month in the month following completion of three (3) complete months of employment with BMC.

Section 3 – Dental insurance is offered through the Local 254 Dental Trust. The Hospital will pay \$9.00 per employee, per week for this coverage.

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

Section 5 – The Hospital shall have the right to eliminate or substitute insurance carriers, plans and/or administrators as long as medical insurance is offered and the Union and employees are notified about insurance carrier or plan changes.

Section 6 – Employee 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 Program) shall be made on a pre-tax basis.

Section 7 – Medical insurance premiums during the life of this Agreement will be paid for by the Hospital based on the following percentages of the average weekly premium of all medical insurance plans (excluding Master Health Plus and BMC Preferred)

	<u>Individual</u>	<u>Individual + 1</u>	<u>Family</u>
36-40 Hours	85%	85%	85%
24-35 Hours	65%	65%	65%
20-24 Hours	35%	35%	35%

If the average weekly premium of all medical insurance plans (excluding Master Health Plus and BMC Preferred) decreases during the life of this agreement on January 1 of each year the hospital will maintain its dollar contribution.

Section 8 – The Hospital will make available to eligible employees at no cost to the Hospital a Flexible Spending Account not to exceed the amount allowed by law per employee for child and dependent care and not to exceed the amount allowed by law per employee 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 9 – No grievances may be filed or arbitration demanded regarding coverage or eligibility issues under the Article. All disputes will be resolved in accordance with plan documents which will govern.

Section 10 – The Hospital will provide all eligible regular full-time employees with a core benefit of \$5,000 Group Term Life Insurance at no cost to the employee.

Section 11 – The Hospital is not obligated to provide free care to employees who are otherwise eligible to receive medical benefits from the Hospital. The Union agrees that it will cooperate with the Hospital to eliminate any existing possibilities which may result in bargaining unit employees not paying the Hospital for care rendered.

Section 12

(a) Effective January 1, 1997, the Hospital will provide a Flexible Benefits Program to all eligible regular full-time and regular part-time employees who are regularly scheduled for twenty (20) 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 and providing affected employees with an opportunity to change elections, if possible.

(c) Eligible employees may make elections in accordance with the terms set forth in the Hospital's Flexible Benefits Program.

(d) Employees 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	\$1,080.00
24-35 Hours	810.00
20-23 Hours	540.00

(e) Each eligible employee 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. Employees whose participation in the Program exceeds the value of allotted benefit dollars or credits shall contribute the balance through either pre-tax or post-tax payroll contributions, as allowed for in accordance with the terms of the Hospital's Flexible Benefits Program.

(f) Eligible Hospital employees will have the following supplemental benefit options under the Flexible Benefits Program at no cost to the Hospital:

1. Pre-tax 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

(g) Long Term Disability, Effective the plan year 2004, a bargaining unit member who is scheduled for 36-40 hours may elect at no cost to the employee, during open enrollment, the 50% wage replacement long term disability offered by the hospital. Participation is voluntary. Enrolling or dropping this coverage may only occur as determined in the Hospital's benefit program. This provision is not subject to grievance and arbitration Article of this contract.

(h) Flexible benefit elections may be made once a calendar year during open enrollment (usually during November). In addition, an employee whose "life status" changes by virtue of such events as child birth (or adoption), marriage or divorce, may change elections by submitting written notification to the Hospital's Human Resources Department within thirty (30) days of such change.

Section 13 – Any increase in medical insurance premiums after September 30, 2004, shall be paid for as set forth in Section 7 above. If medical insurance premiums increase prior to October 1, 2004, the Hospital will offer an open enrollment period during which employees may elect to change medical insurance plans.

ARTICLE 22 – MISCELLANEOUS

Section 1 – The Hospital will provide a tuition refund program that will pay the initial \$350 per year and 50 percent of the balance for an unlimited number of courses that are career related. When an employee is required by the Hospital to participate in vocational training or required by the Hospital to obtain a license requiring vocational training, the Hospital shall reimburse the employee for the cost of the training.

Section 2 – Uniforms, where required, shall be furnished and maintained by the Hospital. The Hospital will provide each employee appropriate winter and foul weather gear to be replaced as needed if damaged by normal work. The Hospital will provide each employee a maximum of one pair of steel toed safety shoes per year. The shoe allowance will not exceed \$95.00. Steel toed shoes are mandated for maintenance personnel.

Section 3 – The Hospital will evaluate the performance of each trades helper after he/she reaches the maximum helper's rate of pay. The performance valuation will be documented and communicated to the employee.

Section 4 – In the event that an employee is required by the Hospital to pull a permit, in accordance with the Plumbing Code, the employee will be reimbursed for the cost of the permit.

ARTICLE 23 – CALL-IN PAY

When an employee is required by the Medical Center to assist in fixing a problem via telephone while on call or off duty, he/she shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 ½) his/her regular rate of pay. The parties agree to meet to address issues where abuse is suspected and to correct the same.

ARTICLE 24 – SHIFT DIFFERENTIAL

Section 1 – An employee who is assigned to the evening or night shifts shall be paid a differential as follows:

(a) for shifts scheduled to start between 2:30 p.m. and 10:30 p.m., an evening shift differential for all hours actually worked on that shift - \$2.00 per hour, effective first full pay period October 2003, and effective first full pay period in October 2004 - \$2.25 per hour.

(b) for shifts scheduled to start between 10:30 p.m. and 5:30 a.m., a night shift differential for all hours actually worked after 10:30 p.m. until 7:30 a.m., \$2.75 per hour - effective first full pay period October 2003, and effective first full pay period October 2004 - \$3.00 per hour.

Notwithstanding the above, an employee, who is scheduled to work on a Saturday or Sunday between 5:30 a.m. Saturday and 7:00 a.m. Monday, and the employee actually works those hours, shall be paid a weekend differential as set forth in Section 2 below, and an employee whose regularly scheduled hours of work on a Monday begin between 5:30 a.m. and 7:00 a.m. shall not be paid a weekend differential.

(c) Notwithstanding sections 2(a) and (b) above, permanent evening and night shift employees shall be paid the applicable shift differential when the employee is on pre-approved and pre-scheduled Earned Time. Pre-scheduled is defined as Earned Time request that is approved in advance of its use. In no event will any differentials be paid while an employee is on ESL.

(d) Effective first full pay period following execution of the agreement a minimum of four (4) hours must be worked after 3 p.m. or 11 p.m. for an employee to be eligible for the evening or night differential respectively. If the employee becomes eligible he/she shall be paid the applicable differentials for all hours actually worked

after that time (3 p.m. or 11 p.m.). In no event will an employee receive a night shift differential after the end of the night shift (7:30 a.m.)

Section 2 – The Hospital will pay an additional \$1.50 hour shift differential for the weekend hours actually worked. This is in addition to any evening shift and the night shift stated in Section 1 of this Article for which the employee is eligible. The weekend shall commence at 5:30 a.m. on Saturday and end at 7:00 a.m. on Monday. Effective the first full pay period October 2003 the weekend shift differential shall be \$2.00 for all hours actually worked and effective the first full pay period in October 2004 the weekend differential shall be \$2.25 for all hours actually worked.

Section 3 – Any bargaining unit member assigned by the department as a lead shall be compensated at the lead rate for all hours worked as the lead.

ARTICLE 25 – RETIREMENT

Section 1 – Employees 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 December 5, 1996, levels through September 29, 1997, at which point participants shall continue to advance along the scale as described. Employees 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:

<u>Age + Years of Service</u>	<u>Employee Contribution % of Salary</u>	<u>Hospital Matching % of Salary</u>
Under 30	2%	3%
30-49	2%	6%
50-69	2%	9%
70 Plus	2%	12%

Employees 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

Employees covered by Section 1 may participate in the BUMCH Plan, if otherwise eligible, regardless of any future change in their schedule or position within a BMC bargaining unit, just as employees from 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 and AFSCME, Council 93 contracts if permanently transferred to the East Newton Street site.

Section 2 – Employees, except those employees covered by Section 1 of this Article, shall be eligible in the BMC Section 403(b) plan (“the Hospital Plan”) described in the plan document in accordance with the requirements of that plan. Those employees who are eligible to participate in the Hospital Plan in accordance with the requirements of that plan shall include: (1) employees who formerly were employees of BUMCH on June 30, 1996, who became employees of BMC on July 1, 1996, but who did not have one year of service with BUMCH on June 30, 1996 (which year included at least 1000 hours of work); and (2) all BMC employees hired on or after July 1, 1996, who have one year of service with BMC (which year included at least 1000 hours of work).

ARTICLE 26 – TEMPORARY SERVICE, POSTINGS OF JOB OPENINGS

Section 1 Whenever a regular vacancy in a bargaining unit position occurs which the Hospital has determined will be filled, a notice of posting of the vacancy will be posted on the Human Resource bulletin board for at least 7 calendar days. Any employee interested in applying for such a position shall bid for the position.

Section 2 In filling regular vacancy in the bargaining unit as described in section 1 above, the Hospital will select a candidate on the basis of qualifications and ability. If in the hospital’s determination qualifications and ability are relatively equal then hospital seniority shall prevail. In determining qualifications and ability the Hospital may consider such factors as: education, training, experience, personnel files, skills and ability. The union may challenge the Hospital’s determination as being arbitrary, capricious or unreasonable through the grievance and arbitration process.

Section 3 Any bargaining unit member promoted to a position within the bargaining unit or to a management position shall serve a forty-five (45) calendar day trial period within which the hospital shall judge the competency of the employee to perform his/her duties. If this period is not successfully completed the employee may return to his/her former position provided that it has not been eliminated.

Section 4 When an employee in the bargaining unit is temporarily transferred to positions in a similar classification which is not in the bargaining unit, the employee shall carry his/her wages and benefits set forth in this agreement and shall be subject to this agreement. Upon notification of a reassignment the employee’s supervisor agrees to indicate the duration of the particular reassignment.

Should the assignment be permanent, the Hospital agrees to notify the union and bargaining the impact.

ARTICLE 27 – SCOPE OF CONTRACT

Section 1 – This Agreement constitutes the entire Agreement of the Hospital and the Union arrived at as the result of collective bargaining negotiations. All prior or contemporaneous verbal or written agreements, understandings, or past practices, whether known or unknown, asserted or unasserted, between the Hospital and the Union or the employees shall terminate upon execution of this Agreement.

Section 2 – The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Hospital and the Union voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

Section 3 – No amendment or modification of this Agreement shall be valid unless it is agreed to by the Vice President of Human Resources or his or her designee and the Union and reduced to writing.

Section 4 – The Hospital shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

ARTICLE 28 – NO STRIKES AND NO LOCKOUTS

Section 1 – For the duration of this Agreement, the Union, 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, 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 employee 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 6 - Grievance Procedure, 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, sympathy 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 within twenty-four (24) hours of a request by the Hospital shall:

1. Publicly disavow such action by the employees.

2. Advise the Hospital in writing that such action by the employees has not been called or sanctioned by the Union.
3. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
4. Post notices on the Union bulletin board advising that it disapproves of such action.

Section 2 – In consideration of the no strike pledge by the Union, for the duration of this Agreement, the Hospital shall not lock out its employees.

Section 3 – In the event of an alleged violation of this Article, the aggrieved party shall not be required to adhere to the procedures of Article 6 - Grievance Procedure. 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. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union. 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 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 of competent jurisdiction upon the motion, application, or petition of the aggrieved party.

ARTICLE 29 – DISCIPLINE AND DISCHARGE

Section 1 – The Hospital may discipline and discharge employees who have not completed his/her probationary period as set forth in Article 3 for any reason without recourse by the employee or union to the grievance procedure.

Section 2 – No employee who has completed his/her probationary period as set forth in Article 3 shall be disciplined or discharged except for just cause.

Section 3 – Before warnings are placed in an employee’s personnel file, they shall be communicated to the employee. The Union shall have the right to grieve the substance of the warning.

Section 4 – Upon request of the union, the Hospital will meet and consider a written request on behalf of a bargaining unit member who has received a written warning to remove said warning from the employee’s personnel file provided the warning has been in the file for at least one year.

ARTICLE 30 – REDUCTION IN FORCE

Section 1 – A “layoff” shall be defined as a Hospital initiated separation of an employee from employment, other than suspension or discharge under this Agreement.

Section 2 – When a decision to lay off one or more employees has been made by the Hospital, the Hospital shall notify the affected employee(s) and the Union as soon as possible, but in no event less than two (2) weeks prior to the intended layoff.

Section 3 – (a) The impacted employee(s) may fill a vacant bargaining unit position for which he/she is qualified on his/her same shift. For purposes of this Article “same shift” means the same number of hours per week and with a shift starting time which matches or is within an hour of the employee’s previous shift.

(b) If there are no vacant positions for which the employee is qualified on the employee’s previous shift, the employee may fill a vacant position on another shift and maintain recall rights to a position on his/her previous shift for which he/she is qualified for a period of one year.

(c) In the alternative, if there are no vacant positions for which the employee is qualified on the employee’s previous shift, the employee may bump the least senior person in a position for which the employee is qualified on the employee’s previous shift.

Section 4 – If no bargaining unit position is available for which the employee is qualified and the employee does not exercise his/her rights pursuant to section 3(b) or (c) of this Article, then the employee shall be laid off and will have recall rights to a vacancy for which he/she is qualified for a period of one year. If the employee’s classification no longer exists, the employee shall have recall rights to either a position as “General Services Technician-Licensed,” “General Services Technician-Unlicensed” or “Clinical Engineer,” dependent upon the employee’s qualifications. The employee must be qualified to fill either position in the reasonable judgment of the Hospital based upon his/her ability to perform the functions of the position.

ARTICLE 31 – DURATION

This Agreement shall be effective as of the date of ratification and shall remain in full force and effect until September 30, 2006. Prior to July 1, 2006, but no sooner than May 15, 2006, either party may notify the other of its intent to negotiate a successor Agreement. Should either party give notice of its desire to negotiate a successor Agreement, the parties shall commence bargaining for a successor Agreement on or before July 10, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BOSTON MEDICAL CENTER

SERVICE EMPLOYEES' INTERNATIONAL
UNION, LOCAL 2020, AFL-CIO

Elaine Ullian
CEO

Veronica Turner
Union Representative

Patricia G. Webb
Vice President of Human Resources

Dennis R. Gorman, Esq.
Director of Labor Relations

James A. Canavan, Esq.
Director of Human Resource Operations

APPENDIX A

Title	Wages as of September 30, 2003	Wages effective 1st full pay period October 2003	Wages effective first full pay period October 2004	Wages effective first full pay period March 2005	Wages effective first full pay period October 2005
Clinical Engineer	28.9900	30.9000	32.1360	32.1360	32.6180
Bio-Medical Equipment Technician	22.9306	23.8478	24.5632	24.8089	25.1810
General Service Technician (Lead)	25.8428	27.3500	28.1705	28.4522	28.8790
General Service Technician (Licensed)	23.5022	25.0000	25.7500	26.0075	26.3976
General Service Technician (unlicensed)	21.9528	22.8309	23.5158	23.7510	24.1073
General Service Technician (Grandfathered)	23.1548	24.0809	24.8033	25.0514	25.4271
General Maintenance Helper	12.8100	13.3224	13.7221	13.8593	14.0672
HVAC Electrician	24.3443	25.0746	25.8268	26.0851	26.4764
HVAC Mechanic	23.2746	23.9728	24.6920	24.9389	25.3130
Electrician	23.2746	23.9728	24.6920	24.9389	25.3130
Plumber	22.9306	23.6185	24.3271	24.5703	24.9389
Lead Person	25.6031	26.3711	27.1622	27.4339	27.8454

APPENDIX B

TRANSITION MEMORANDUM GROUP HEALTH AND WELFARE PLANS

This Memorandum, between the Boston Medical Center ("BMC" or "the Hospital") and Local 254, Service Employees International Union ("Local 254"), which is effective on July 1, 1996, is intended to cover terms for the transition of group health and welfare plans, including medical insurance, dental insurance, life insurance and accidental death and dismemberment insurance ("AD&D") from Boston University Medical Center Hospital ("BUMCH") to BMC and the transition of Dental Insurance from New England Health Care Employees' Welfare Fund to BMC for all employees represented by the Union on July 1, 1996.

1. Former BUMCH employees represented by Local 254, who are offered employment by BMC and who were eligible for coverage on July 1, 1996, will be offered the same medical plan currently received effective July 1, 1996 through December 31, 1996. Eligible employees will also be offered dental insurance through Local 254 Dental Trust.
2. Former regular full-time BUMCH employees, 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 employee. Full-time under this paragraph shall mean full-time at BUMCH as of June 30, 1996.
3. For eligible regular full-time and regular part-time employees hired less than three (3) months before July 1, 1996, by BUMCH, eligibility will be determined by combining BUMCH time with BMC time in computing their three (3) month waiting period under Article 21. Employees who complete three (3) months of service prior to December 1, 1996, shall be entitled to the applicable coverage under this Transition Memorandum.

APPENDIX C

TRANSITION MEMORANDUM OF AGREEMENT REGARDING EARNED TIME AND EXTENDED SICK LEAVE

This Memorandum, between the Boston Medical Center ("BMC") and Local 254, Service Employees International Union ("Local 254"), which is effective on July 1, 1996, is intended to cover terms for the transition of sick leave and accrued vacation time from Boston University Medical Center Hospital ("BUMCH") for employees who are offered employment at BMC and are represented by the Union.

1. Up to 1,040 hours of BUMCH accrued sick leave time may be placed in the ESL bank of an employee 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 Union.

2. Former BUMCH Employees who are offered employment by BMC will have 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 Union.

3. In accordance with Sections 1 and 2 above, employees who transferred vacation 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 employee'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 one-half ($\frac{1}{2}$) an employee's annual accrual.

Example: If an employee brings twenty-five (25) days to BMC on July 1, 1996, and accrues thirty-three (33) days for a total of fifty-eight (58) 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 twenty-five (25) days, that lower amount will become the new maximum an employee can carry over. For example, if he/she uses forty (40) days of ET, it will reduce his/her carryover maximum from twenty-five (25) days to eighteen (18) days. This maximum cannot be reduced below sixteen and one-half ($16\frac{1}{2}$) days.

4. Former BUMCH employees offered employment by BMC will begin to accrue ET on July 1, 1996.

APPENDIX D

Should the RN's and/or LPN's not have a sunset provision included in their 1996-1997 collective bargaining agreement with respect to the grandfathering of the former participants in the BUMCH Section 403(b) plan, then the Hospital and the Unions agree to remove the sunset provision from the Pension Article of their 1996-1997 Agreement, provided that any other terms agreed to by the RN's and/or LPN's in connection with such plan shall be included in this contract in lieu of the sunset provision on pensions.

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