

UMassMemoria

AGREEMENT

between

K# 9797

Massachusetts Nurses Association

&

**UMMMC: Memorial, Hahnemann,
Home Health & Hospice**



January 1, 2012 – June 10, 2015



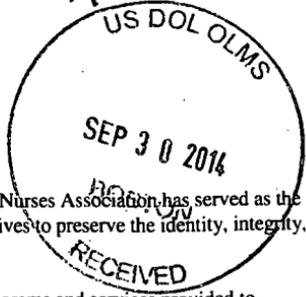
ANNUAL DUES PAYMENT INFORMATION

1. Upon completion of thirty (30) days of employment, any registered nurse or health care professional in the bargaining unit who has not joined MNA as a Member of the Association/Labor Program Member shall, as a condition of employment, pay to the Association a service fee (Agency Fee) in an amount certified by the Association which is proportionately commensurate with the cost of collective bargaining and contract administration.
2. Subject to verification, labor program members who qualify for one of the following categories: (a) members who have 988 or fewer hours paid in the preceding calendar year – applications accepted between January 1 thru April 1 of each year; (b) non-RN health care professionals; (c) registered nurses or health care professional on unpaid leave or on disability (unemployed); (d) member who is totally disabled; (e) students in full-time study (minimum 12 credits undergrad); (f) new grads from a basic nursing or health care professional program – who apply within 6 months of graduation; (g) members 62 years of age or over not earning more than the social security system allows; and (h) members 62 years of age or over and not employed, may elect to pay reduced dues. To apply or for more information contact MNA Division of Membership at 781-821-4625 or 800-882-2056.
3. Bargaining unit employees who go out on a paid or unpaid leave of absence are obligated to pay membership dues or agency fees subject to relevant MNA policies. Bargaining unit employees who are unemployed, i.e., out on unpaid leave or worker's compensation, may qualify for reduced dues while on leave. For more information, contact the MNA Division of Membership at 781-821-4625 or 800-882-2056.
4. Both labor program members and agency fee payers who choose to pay their dues by payroll deduction will be billed for the weeks when a deduction is not received from their employer. The individual is responsible for making any missed dues payments. *Per diems are encouraged to select direct payment options.*
5. Returns from banks or credit card companies for insufficient funds, refusal of payments, closed or changed accounts etc. will result in an administrative fee which will be passed on and billed to the member/agency fee payer.
6. Labor program members and agency fee payers who are delinquent in their dues will be billed for the balance of dues owed, and any applicable fees incurred. Lapses in dues payment by bargaining unit members shall be cause for immediate cessation of MNA membership.
7. Failure to maintain membership in good standing (keep dues current) will result in a loss of access to member benefits and privileges including but not limited to scholarships and free CEs as well as voting privileges. The member will be made a member in good standing when the back dues are paid. When the individual settles outstanding dues balances/ reestablishes good standing, access to member privileges and benefits will be restored.
8. Failure to keep payments current will result in the individual's employer being notified that the bargain unit employee's employment must be terminated.
9. It is the responsibility of each bargaining unit member/agency fee payer to notify MNA of changes in status, employment status, leave status, name, address, etc. within 30 days of the change, to assure proper credit and continuation of services. No refunds will be issued if the member fails to fulfill this requirement. Any changes which may result in refunds will be processed accordingly at the time of notification and will be retroactive, when appropriate, for a 30-day period only.
10. If a member of a collective bargaining unit switches from program members to agency fee or agency fee to program member, an administrative fee of fifty dollars (\$50.00) will be charged for more than one change of status in a twelve month period.

These policies of the MNA revised and approved by the membership as of 10/4/07.

Document reviewed and updated 4/12.

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Serving the Nurse and the Profession of Nursing

From its founding in 1903 to the present, the Massachusetts Nurses Association has served as the organization of nursing in Massachusetts and continually strives to preserve the identity, integrity, and continuity of the profession of nursing.

MNA is active in all facets of the profession of nursing. Programs and services provided to members include:

Legislation

MNA initiates and promotes sound legislation to improve health care for Massachusetts' residents and to advance nurses and the nursing profession. The Division of Legislation and the Congress on Health Policy and Legislation work directly with legislators and take a proactive stand on the development of bills that have a potential impact on nursing and health care. MNA continually monitors legislation introduced both in Massachusetts and in Washington, DC. Through its legislative network and full-time lobbyists, MNA promotes legislation and advances the interests of nurses, nursing and better health care. Mass Nurses PAC, the political action committee of MNA, promotes nursing's interests by endorsing and helping to elect candidates who are supportive of our issues.

Continuing Education

Recognizing that continuing education is not just a privilege for nurses, but a responsibility, the MNA is an accredited provider of continuing education by the American Nurses Credentialing Center Commission on Accreditation. The Continuing Education Program is a major component of the Divisions of Nursing and Health and Safety. The Continuing Education syllabus is planned biannually (Fall and Spring) with the Education Committee and is based not only on needs assessment from previous program evaluations, but also needs raised by members of the MNA staff who represent and interact with a membership involving 23,000 nurses. Programs incorporate current practice topics that affect current nursing practice. Many of the programs offered are core programs which have excellent attendance such as Cardiac and Pulmonary disease, Diabetes, Oncology, Medication Errors and Telemetry, a dynamic program. Nurses attending MNA programs receive contact hours which meet the ANCC criteria. The Continuing Education Committee is always developing innovative programs to meet members' needs. Finally, the MNA offers free online continuing education for members through the MNA website – www.massnurses.org.

Nursing Practice

MNA provides a forum to help its members cope with the changing concepts and new technologies of modern nursing practice. MNA's Congress on Nursing Practice works to promote the implementation of Standards of Nursing Practice; offers consultation on current individual practice problems; acts as an advocate in maintaining the scope and integrity of nursing practice; and offers leadership and information on such current concerns as the prevention of medial errors and information for nurses on how to accept, reject or delegate a nursing assignment. And a new program on Mentoring: A Guide to Professional Development. These programs are offered to Regions, Bargaining Units, Schools of Nursing and through the NorthEast Nurses Association (NENA) as a planned event or upon request.

Labor Action

MNA represents nurses whenever nurses, themselves, decide to engage in collective bargaining with their employers. Thousands of nurses in Massachusetts have already chosen MNA to represent them. MNA believes that professional nurses must be able to practice under terms and conditions which enable them to deliver the best possible patient care, as well as terms which provide them the best possible rewards for delivering it. To nurses who want to achieve that goal, MNA offers a full range of professional support services: from advice on exercising their legal employment rights to negotiating and enforcing employment contracts. For nurses who want to achieve that goal, an elected Board of Directors assists with support services statewide and provides the information, education and training which nurses need to effectively achieve it.

For nurses already organized in a local MNA bargaining unit, the MNA provides ongoing labor education and a labor school to provide nurses with all the information they need to be effective union leaders and members.

For members who experience employment-related problems, but who cannot engage in collective bargaining, MNA provides support services such as advice on appropriate problem solving procedures and referral to legal counsel. In addition, all MNA members receive the benefits of the Board of Directors' support of a broad range of economic and employment research, as well as its support of the publication of pertinent research findings. The program also makes its technical experts available to all groups of MNA members who want information or advice on matters ranging from sex discrimination in employment to health care economics.

Health and Safety

The MNA Health and Safety Division in the Division of Nursing provides information, education and advocacy on issues related to exposure to occupational hazards and workplace injuries and illnesses. When requested, Health and Safety Division staff work with MNA units to advocate onsite in labor/management meetings, provide input on contract negotiations or present educational program for members. Health and Safety Division staff also works directly with members, when requested, to provide information and advocacy on all types of work related injuries and illnesses. Issues that are frequently addressed include latex allergy, indoor air quality, workplace violence and abuse, back and other musculoskeletal injuries, workers compensation issues and assistance with filing OSHA complaints.

MNA members provide direction and input to the Health and Safety Division as elected members of the Congress on Health and Safety and or by volunteering as participants in specific issue related task forces such as the Workplace Violence and Abuse Prevention Task Force or the Emergency Preparedness Task Force and the Safe Patient Handling Task Force.

Public Communications

The MNA Division of Public Communications works to raise public awareness and support of nursing issues by making nurses and nursing the front-page news throughout the state. The Division trains nurses in talking to the media, organizes letters to the editor campaigns and places advertisements to support nursing and union issues. The Communication Division also operates and updates the MNA web site, www.massnurses.org and works with local MNA bargaining units to produce local newsletters, flyers, posters and any other communication tool our members might need to improve or defend their practice and workplace rights.

Nursing Education

Through the Congress on Nursing Practice and Staff Development Committee, MNA provides leadership in recommending standards for nursing education in Massachusetts. MNA provides career information to prospective nursing students and to registered nurses interested in furthering their education. The Congress is responsible for addressing major issues such as minority recruitment into nursing, educational preparation for nursing and financial support for nursing education.

Convention

Each year MNA provides a forum for nurses across the state to participate in the governance of their association. MNA's annual convention offers members the opportunity to voice their opinions and add input which shapes the Association's directorial force. Business sessions and forums provide insight into the policies and procedures of the Association. Among the annual highlights are the exhibition program which offers members the newest equipment, career opportunities and information concerning nursing, and MNA's awards banquet to pay tribute to outstanding nurses. There are also continuing education opportunities during the convention schedule.

Publications

MNA members receive many regular and special publications which keep them up to date on their profession. The Massachusetts Nurse, published monthly, contains information important to Massachusetts registered nurses, as well as information about MNA. Members also receive additional information through special mailings.

Group Programs

As an MNA member, you have the advantage of exclusive access to many member-only discounts, while also having the unique opportunity to network and mobilize with nursing colleagues. Our members' only discount program can help aid in improving the quality of your personal and professional life, as well as provide you with great cost savings. MNA discounts fall under three different categories, personal and financial: product and service; and travel and leisure. Combined, these savings directly off-set the cost of your membership.

Other Services

MNA members have all of MNA's resources available when needed. MNA's staff can provide professional counseling and consultative services for practice problems or service and education questions. Members requiring information on any aspect of nursing can find assistance through MNA. Members receive reduced rates for certification, continuing education programs, convention registration, and for other MNA sponsored programs.

The 23,000 members of MNA represent all areas of nursing, from staff members to nursing administrators, from educators to nurse practitioners, as well as other areas of health care. Through participation in nursing's professional association, MNA members support a strong voice for the profession of nursing, and acknowledge their career commitment to professionalism.

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Preamble

The UMass Memorial Medical Center and the Massachusetts Nurses Association agree to cooperate with one another in an effort to achieve understanding and harmony, to serve the needs of the community, to assure proper dignity and respect for patients and everyone who works at the Memorial Campus, Hahnemann Campus, and Home Health and Hospice and to meet the highest standards possible in the service provided.

Recognition

Article 1

Section 1 – General Recognition: The Employer recognizes the Association as the exclusive collective-bargaining agent for the purposes of establishing wages, hours, and other terms and conditions of employment for regular full-time, regular part-time and per diem bargaining unit registered nurses employed at the:

- a) Memorial Campus
- b) Hahnemann Campus
- c) Home Health and Hospice
- d) RN First Assist
- e) Clinical Nurse, Breast Clinic
- f) RN's employed in CT Radiology

but excluding clinical nurse specialists, nurse practitioners, infection control practitioners, and all other employees including so-called leased employees in registered nurse titles, office clerical employees, managerial employees, guards, and supervisors.

Section 2 – New Titles: Should any new registered nurse position title(s) be added to the workforce at Memorial, Hahnemann or Home Health and Hospice, the Employer and the Association shall confer to determine if such new position title(s) shall be added to the bargaining unit. If the parties cannot agree on the bargaining unit status of nurses in the new position title(s), the Association may exercise any rights it may have to seek a determination by the National Labor Relations Board (NLRB).

Section 3 – Notification: The Employer will advise all new bargaining unit RNs at the time of employment that the Association is their bargaining representative. The Employer will notify the Association, in writing or by electronic mail attachment, on a monthly basis, of the name, address, rate of pay/step, unit and date of hire or transfer of each bargaining unit RN, and the name and address of any bargaining unit member who submits a change of address form, or who ceases to be a bargaining unit employee. The Employer will provide to the Association, in writing or by electronic attachment, on a quarterly basis, the name, address, phone number, pay rate/step, date of hire or transfer, unit and budgeted hours of all bargaining unit members.

Section 4 – Changes in the System for Delivery of Care

In the event the UMMMC plans to implement any change in the working conditions of bargaining unit nurses, notice shall be provided to the Association. Prior to implementation, during the planning and development stages, the parties shall meet and negotiate with regard to the impact any such change would have on the working conditions of the bargaining unit nurses, including any changes in the unit based skill mix.

The UMMMC shall provide the Association with all relevant information necessary to evaluate the impact of any proposed change being considered and to make any recommendations relating thereto.

Association Business

Article 2

Section 1

Access to Premises – Association staff representatives or officers shall be permitted access at reasonable times to the premises of the UMMMC for the performance of official Association business, provided there is not disruption of operations and provided that such Association business is conducted in non-patient care areas and that the bargaining unit employees with whom such business is conducted are on break time, meal time, or off shift.

Section 2

Bulletin Board – The Association may post notices on a locked bulletin board provided by the Employer at each of the Memorial, Hahnemann and Home Health and Hospice Campuses. All notices posted shall be signed by an official of the Association or officer of the local unit and shall only be used to notify bargaining unit employees of matters pertaining to Association or professional nursing affairs. No material shall be posted which is inflammatory, profane, obscene, or defamatory of the UMMMC, or their representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. A copy of any notices/material shall be furnished to the Hospital CEO and the Director of Labor Relations prior to posting.

Section 3

Employee Orientation – An Association representative will be given the opportunity to speak with new unit members during one-half hour of each RN orientation session provided by the Employer. The name and phone number of the Association representative shall be furnished to the Employer in advance of the orientation session. If the Association representative is working at the time of the orientation, the Employer shall make every effort to release the representative from his/her duties for a period of one (1) hour.

Section 4

Association Representatives – A complete list of all Association representatives and officers, including addresses and phone numbers, will be furnished on a yearly basis, updated as necessary, to the Director of Labor Relations.

Section 5

The Association shall be permitted reasonable use of meeting rooms on the premises of the Employer. Space must be requested and approved in advance.

Section 6

For the term of the contract, UMMC will provide office space for MNA business.

Section 7

The Hospital will release 19 bargaining committee members to attend negotiations. A nurse's attendance on a day of bargaining will be considered one of the nurse's regular work shifts for that work week and will be considered time worked for eligibility for overtime. The bargaining committee members will be paid for five (5) hours, including applicable differentials, for each bargaining session. No overtime will be paid for time spent in bargaining in excess of eight hours. The bargaining committee member can choose to replace the rest of the shift with earned time or can choose to accept no pay for the remainder of the shift. Nothing in this agreement shall prevent a nurse from working her/his regularly scheduled hours outside of negotiations, on a voluntary basis, with the understanding that any of these additional hours that would be paid at the overtime rate (Article 38) would need to be approved in advance. In the event that fewer than 19 bargaining committee members attend a specific negotiation session, (i.e. due to vacation, illness, etc.), 96 hours in pay will be equally distributed among the members in attendance. Efforts will be made by the MNA to limit the number of members from each unit so as not to adversely effect staffing during negotiations.

Section 8

Leaves of absence without loss of wages, benefits or other privileges will be granted to four (4) Association officers, unit chairpersons, representatives or elected delegates of the Association to attend meetings and conventions related to collective bargaining or Association business of the state and parent organizations. Additional Association officers, unit chairpersons, representatives or elected delegates will be granted time off without pay, and will be eligible to utilize earned time, to attend meetings and conventions of the state and parent organizations. Requests for such time off shall not be unreasonably denied. In cases where the meeting is scheduled more than two (2) weeks in advance, a minimum of two (2) weeks notice will be given to the Nurse Manager/designee.

Section 9

Nurses attending any joint Hospital/Union meetings shall be paid for such attendance at a straight time rate. This time shall not count towards calculation of overtime pay.

Bereavement Leave

Article 3

Upon evidence satisfactory to the Employer of the death of a spouse, child, parent, brother, sister, grandparent, great grandparent, grandchild, parent of a spouse or person living in the household, a regular part-time or regular full-time bargaining unit member shall be entitled to leave without loss of pay a maximum of four (4) work shifts within a period of seven (7) consecutive days beginning with the date of death.

Upon evidence satisfactory to the Employer of the death of a brother-in-law, sister-in-law, spouse's brother, spouse's sister, spouse's grandparent, spouse's great-grandparent, or spouse's grandchild, a regular part-time or regular full-time bargaining unit member shall be entitled to leave without loss of pay for a maximum of two (2) work shifts within a period of seven (7) consecutive days beginning with the date of death.

Upon evidence satisfactory to the Employer of the death of an uncle or aunt, a regular part-time or full-time bargaining unit member shall be entitled to use a maximum of two (2) earned time days, which will not be counted as a sick occurrence.

Requests for an additional leave for bereavement purposes may be approved on a case-by-case basis.

Certification

Article 4

Nurses who have or attain a certification in a professional nursing specialty shall receive \$500 to be paid for original certification and \$500 for recertification. The certification must be in a professional nursing specialty where the RN is currently working or the RN must obtain a position in the area of the certification within three (3) months.

Certifications eligible for the payment must be recognized by a professional nursing organization, and are subject to approval by the employer.

Charge Nurse

Article 5

Section 1

The Employer may choose to assign unit members to the duties of charge nurse. Each bargaining unit RN will be evaluated by the Nurse Manager within one year of hire to determine readiness and capability to assume the charge nurse role. Those who are determined ready and capable will be given an orientation to the role of charger nurse. Charge duty will be equitably distributed among those eligible and oriented.

- A. make patient care assignments and assignments of other tasks as appropriate and required;
- B. assign admissions to coordinate patient flow;
- C. readjust assignments when needed;
- D. assist the Nurse Manager in maintaining staffing according to the needs of the unit/area/floor;
- E. report on and document any serious incidents to the Nurse Manager or Nursing Supervisor;
- F. give overview of unit climate including any significant patient issues to the on-coming charge nurse or Nurse Manager.

Charge duty shall not include evaluation of unit members, discipline of unit members, or the hiring or firing of unit members. The Employer agrees not to use the charge duties as described above to challenge the bargaining unit status of a nurse.

Section 2

Bargaining unit nurses assigned to perform duties as described herein shall receive a differential of \$3.00 per hour.

Section 3

The parties agree to the creation of a surgical resource position(s) for use in the OR. This position may be used at the discretion of Management. Nurses who are assigned the role of surgical resource will be compensated for all hours worked in the role at the rate of \$1.00 per hour.

Section 4

The employer is committed to a decreased patient assignment for the Charge RN. To that end, the budgeted FTEs in all areas shall be reviewed annually based upon 1) census data, 2) new programs, 3) changes in acuity, and 4) changes in the model of delivery of care. This review process is to ensure appropriate staffing levels to accommodate the ability to provide a reduced assignment for the charge RN. Other information identified in determining the reduced patient assignment will include additional resources, such as 1) currently performed charge tasks and responsibilities, 2) specialty areas considerations, 3) clinical assignments. This information will facilitate recommendations for the role of the charge nurse for individual units(s) and specific shift(s), if necessary.

The above information shall be reviewed at the Staffing Advisory Committee for analysis and recommendations. Representatives from the Staffing Advisory Committee will work with individual managers to reach the goal of a reduced charge nurse assignment. Reasonable attempts will be made for the resource nurse to enter the shift with the assignment noted below.

Charge Nurse Assignment

Med/Surg/Tele:

West 1, West 3, South 2, South 3, South 5 and South 6

- Charge Nurse will have no more than 2 patients on days and evenings.
- Charge Nurses on the night shift will take up to a full patient assignment at his or her discretion.

ICUs:

- NICU: No assignment
- CCU and SICU: Charge Nurse will start the shift with no assignment and ultimately will have no more than 1 patient at the discretion of the Charge Nurse.

Emergency Department:

- Days and Evenings: No assignment
- Nights: Reduced assignment at discretion of Charge Nurse

Maternity:

- Days/Evenings/Nights: No assignment

OR (Memorial):

- When there is a Charge Nurse (normal OR operating hours), the Charge Nurse will have no patient assignment.

PACU (Memorial):

- Days: No assignment
- Evenings: Reduced assignment at discretion of Charge Nurse

SACU (Memorial):

- Days and Evenings: No assignment

Hahnemann – OR/PACU/SACU:

- No assignment

Court Leave

Article 6

Section 1

Bargaining unit RNs summoned for jury duty will be granted leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the bargaining unit RN.

Section 2

A bargaining unit RN who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:

- retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed her/his regular rate of compensation for the period involved,
- or
- remit to the UMMC the jury fees if less than her/his regular rate of compensation of the period involved.

Section 3

Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms or incidentals.

Section 4

A bargaining unit RN summoned as a witness in court due to work related issues or on behalf of UMMMC, the Commonwealth of Massachusetts or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with her/his department head, except that this Section shall not apply to a bargaining unit RN who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government and who is summoned on a matter arising from that employment.

Section 5

All fees for court service, except jury fees, paid for services rendered during office hours must be paid to UMMMC if the RN is receiving her/his regular salary during the time being served. Any fees paid to a bargaining unit RN for court service performed during a vacation period may be retained by the bargaining unit RN. The bargaining unit RN shall retain expenses for travel, meals, room, etc.

Section 6

A bargaining unit RN on court leave who has been excused by the proper court authority shall report to her/his official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

Section 7

No court leave shall be granted when the bargaining unit RN is the defendant in a matter that does not arise out of her/his employment or is engaged in personal litigation.

Differentials

Article 7

A Hospice RN assigned to telephone triage will be paid a differential of \$10.00 per hour for each hour assigned to telephone triage.

Effective upon ratification a weekend shift is defined as beginning at 2300 on Friday through 2259 on Sunday unless the shift begins between 1900 on Friday to 2259 on Friday, then it will extend for 48 hours from the start of the shift. The 12 hour weekend shift(s) that begins at 1500 and 1600 on Sunday shall end at 0259 and 0359 on Monday. The parties agree that weekend differentials for any and all newly created shifts that are not encompassed in the

above will be negotiated. The intent is to pay the weekend differential for the RN's weekend commitment.

Weekend differential will be \$3.00 per hour.

A RN working an evening shift or a shift that begins or ends within one hour of the evening shift will be paid a differential of \$3.00 per hour for all hours worked on that shift. A RN working an evening shift that begins more than one hour prior to the evening shift will receive the evening differential for hours worked from 3PM to 11PM.

A RN working a night shift will receive a differential of \$5.00 per hour for each hour worked on that shift.

A RN in Home Health & Hospice will receive an evening differential of \$4.00 per hour for each hour worked on that shift.

A RN working a day shift will be eligible for evening (from 3:00PM) differential if they worked beyond 6:59PM or a night (until 7:00AM) differential if they start a shift more than one hour before the end of the night shift.

Charge Nurse – Increase by \$0.50 per hour effective no later than two payroll periods from ratification of the contract dated January 1, 2010.

On Call – Increase to \$4.50 per hour effective on the first full shift beginning on or after 11:00 p.m. on 1/2/10. Increase to \$5.00 per hour on the first full shift beginning on or after 11:00 p.m. on 1/1/11.

Shift Definitions:

A day shift is any work schedule finishing before 6:59PM where a majority of hours worked are after 7AM.

An evening shift is any work schedule, not included in the definition of day shift, during the hours between 3PM and 11PM.

A night shift is any work schedule, not included in the definition of a day shift, during the hours between 11PM and 7AM.

Policy #4005 Payment of Evening, Night, and Weekend Shift Differentials (approved 6-5-01) is incorporated herein.

Discipline and Discharge

Article 8

Section 1

No bargaining unit employee who has completed his/her probationary period, as defined in this Agreement, will be disciplined or discharged except for just cause. The provisions of the Grievance Procedure will not apply to the discipline or discharge of an employee during his/her probationary period.

Section 2

One member of the Grievance Committee will be released with pay, or will be paid at straight time if not on duty, to attend all investigatory meetings involving bargaining unit members. This time shall not count towards the calculation of overtime. If an RN is released from duty pending an investigatory meeting, the RN will be paid until a determination has been made regarding a return to duty.

Dues/Agency Fee

Article 9

Section 1

A bargaining unit RN may consent in writing to the deduction from his/her wages the normal periodic Association dues, and may designate the Association as the recipient thereof. The Employer will deduct dues from each regular paycheck of a bargaining unit RN who requests such deduction, and transmit said dues to the Association each month, along with a list of bargaining unit RNs whose dues are so transmitted. A bargaining unit RN may choose to pay Association dues by check, electronic fund transfer or credit card directly to the Association. The Association will provide the employer notification of RNs paying dues directly and forward to the Employer authorization by the RN to cease dues deduction. A change to the elected form of payment (payroll deduction or direct payment) can only be made once per year between October 1 and October 31.

Section 2

Each bargaining unit RN who elects not to join or maintain membership in the Association shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of her/his employment or the execution of the initial collective bargaining agreement, whichever is later, a service fee to the Association subject only to the rights of the unit member under the National Labor Relations Act. A bargaining unit RN may consent in writing to the deduction from her/his wages of the agency fee as determined by

the Association, and may designate the Association as the recipient thereof. The Employer will deduct the agency fee from each regular paycheck of a bargaining unit RN who requests such deduction, and transmit said agency fee to the Association each month along with a list of bargaining unit RNs whose agency fee is so deducted. A bargaining unit RN may choose to pay the agency fee by check, electronic fund transfer, or credit card directly to the Association. The Association will provide the Employer notification of RNs paying the fee directly and forward to the Employer authorization by the RN to cease fee deduction. A change to the elected form of payment (payroll deduction or direct payment) can be made only once per year between October 1 and October 31.

Section 3

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding sections, and the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder. The Association shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate a bargaining unit RN terminated at the request of the Association for not paying the agency fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation, the Employer shall have no obligation to defend the termination.

Section 4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this agreement.

Section 5

Upon authorization of a bargaining unit RN, the Employer agrees to deduct \$13.00 from the paycheck of the RN during the second pay period of January each year for local unit dues. The amount collected will be sent directly to the local unit treasurer. RNs may choose to pay their local unit dues directly to the Association by check, electronic funds transfer, or credit card.

Earned Time

Article 10

Section 1

Earned time provides accrued time off to be used by full-time and regular part-time employees with the approval of their supervisor for absences due to vacation, personal

illness or personal time. Eligible employees shall accrue earned time for each hour worked in a week up to a maximum of 40 hours in accordance with their years of service as indicated:

For Nurses hired before June 10, 2015

<u>Years of Service</u>	<u>Hourly Accrual</u>	<u>For 40 hrs.</u>	<u>Hours/yr for 40 hrs.</u>
0-4	0.10770	4.3100	225
5+	0.12700	5.0800	265

For Nurses hired on or after June 10, 2015

<u>Years of Service</u>	<u>Hourly Accrual</u>	<u>For 40 hrs.</u>	<u>Hours/yr for 40 hrs.</u>
0-4	TBD	TBD	217
5+	TBD	TBD	257

Section 2

In addition, regular full-time and regular part-time employees who have completed 15 or more years of continuous service receive "longevity" days calculated at 1/5 of the employee's budgeted weekly hours, based on the following schedule:

<u>Years of Service</u>	<u>#Days</u>
15 - 17	1
18 - 19	2
20+	3

Longevity days will be credited to the employee's earned time accrual on the Sunday following the employee's employment anniversary.

Section 3

Existing time banks (i.e., sick leave, personal leave) in addition to earned time which are available to some bargaining unit members will remain in place until exhausted.

Section 4

Earned time may be requested during any week of each year. Earned time will be granted 52 weeks of the year.

Section 5

In cases of personal illness of the bargaining unit nurse, access to accumulated time will occur as follows: the first week of budgeted hours will be drawn from the earned time bank on a 1:1 basis; thereafter, time will be drawn from sick bank, if any, on a 1:1 basis until exhausted, then personal bank, if any, on a 2:1 basis until exhausted, then earned time on a 2:1 basis.

Nurses who are eligible for maternity leave may access accumulated paid time off as follows; the first week of budgeted hours will be drawn from the earned time bank on a 1:1 basis; for the following seven weeks, time will be drawn 2:1 from the nurse's personal time bank, if any, or earned time bank on a 2:1 basis, or the nurse's sick bank, if any on a 1:1 basis. For the next four weeks, if the nurse is still disabled as evidenced by medical certification, it will be drawn 2:1 from the nurse's personal time or earned time, or from the nurse's sick bank on a 1:1 basis; if the nurse is not disabled, it will be drawn on a 1:1 basis from earned time or personal time, if any.

In cases of leave pursuant to the Family Medical Leave Act (FMLA) for reasons other than personal illness, a regular full or part-time employee may access the various leave banks as referenced above except that all time will used on a 1:1 basis.

If two bargaining unit nurses are eligible for adoptive or paternity leave each will be entitled to use the balance of their individual FMLA yearly entitlement, not to exceed twelve (12) weeks, for such leave.

Nurses with illness or injury will not be required to use earned time before accessing other time banks in the event of a recurrence of the same illness or injury within two (2) weeks of their return to work.

A bargaining unit nurse may carry up to two (2) times his/her annual accrual of earned time. Earned time accrued in the current year, as well as any earned time carried forward from a prior year is available to the nurse.

Twice per calendar year (once on the nurse's anniversary date and one other date designated by the nurse so long as the designated date is not within thirty (30) days of the anniversary date) bargaining unit nurses will be offered the opportunity to cash out one (1) week of budgeted hours worth of earned time. Any earned time or personal time remaining in the nurse's bank will be payable upon termination of employment.

Education Leave

Article 11

Each regular full-time and part-time bargaining unit nurse will be granted two (2) paid days per calendar year to attend conferences or trainings that are approved in advance by the nurse manager and designed to update the skill and professional ability of the nurse. The day will be granted based on the anticipated staffing level of the unit, on the date of the request. The nurse is expected to share with the unit, in a manner agreed upon with the manager at the time the day is approved, the knowledge gained at the conference or training. The nurse shall not suffer any loss of seniority or benefits as a result of this leave. Nurses shall not be charged education leave for attendance at mandatory in-service training sessions or competencies, which will continue to be paid by the hospital. The UMMMC and the Association recognize that the comprehensive application of ACLS and PALS offer lifesaving benefits to all of our patients consistent with the mission, vision and values of the organization. UMMMC will grant time for the certification/recertification classes (without loss of pay) to any nurse who elects to pursue the certification. Attendance at ACLS and PALS shall not be considered as part of the 16 hours provided in the above paragraph. Priority for slots in the classes shall be given to nurses for whom either or both is a job requirement.

Employee Rights

Article 12

Every nurse has the right to be treated with dignity and respect in the workplace. To this end, the UMMMC, will investigate and take appropriate action in response to any reports of abusive behavior, harassment, intimidation or unsafe working conditions. All counseling or disciplinary meetings will be conducted privately, outside of patient care areas.

Filling of Vacancies

Article 13

Section 1

For positions greater than twelve (12) hours, this Section applies. Bargaining unit positions will be posted on the unit and posted internally (Memorial, Hahnemann, and Home Health and Hospice) for a period of ten (10) calendar days. The most senior on-unit qualified regular full or part-time nurse will be given preference. In cases where the position amounts only to a change in hours or shift, all nurses on the unit will be considered qualified.

If there are no qualified regular full or part-time on-unit applicants, then the preference will go to the qualified per diem assigned to the unit (a per diem will only be assigned to one unit) who has completed their commitment. If there are more than one (1) per diem applicant, the preference will go to the qualified per diem with the earliest date of hire.

If there are no qualified on-unit applicants, management will review internal applicants. Among qualified internal applicants, preference will go to the most senior regular full or part-time nurse, then preference will go to the per diem with the earliest date of hire.

If there are no qualified internal applicants, the position will be advertised outside the Memorial, Hahnemann, and Home Health and Hospice campuses.

In selecting the most qualified internal and/or external applicants, the applicants' relative qualifications shall be determined by the Employer taking into account all of the following; the applicants' ability to perform the duties of the position, prior work experience, prior work history and performance, relative education and training, and the Employer's affirmative action goals. Selected applicants will receive an appropriate orientation to the unit.

Section 2

Bargaining unit nurses may request an increase or decrease in their scheduled hours. This request will be submitted to the nurse manager in writing and dated. Requests will be granted based on the following:

- 1) Accommodating the request will not increase rotation for the regular staff.
- 2) There are not any requests during the prior six (6) months for the same increase or decrease in hours by another staff member.
- 3) Requests submitted on the same date will be considered and granted based on seniority.

Requests that are not accommodated will remain active for six (6) months from the date of submission.

For transfer of positions from one shift to another, see Section 1.

All increases and decreases in budgeted hours will be processed by the nurse manager.

Section 3 – Staffing Sufficiency

A regular full time or regular part time RN who works at least one additional 4, 8, 10 or 12-hour shift for ten (10) weeks in a period of twelve (12) weeks, shall have the option of upgrading their position to the next hour increment (e.g., an RN in a twenty-four (24) hour position who works eight (8) hours additional shall have the option of moving up to a thirty-two (32) hour position).

RNs who work additional hours as identified above will only be offered the opportunity, if additional hours were not caused by leaves of absence (LOA) of less than six (6) months, or posted position vacancies of less than six (60) days, hours in excess of such excluded hours shall count towards staffing sufficiency eligibility. (For example: If there are 84 hours of weekly posted needs and there is one 24-hour posted RN vacancy and one RN who is out on a 32-hour LOA; 56 hours of the 84 hours may not be counted towards staffing sufficiency; the remaining 28 hours shall be counted towards staffing sufficiency eligibility.) Time changes arranged between individual nurses shall not be counted towards minimum hours required. For the period of January 1 through June 30 the RN must petition his/her manager prior to July 15 and for the period of July 1 through December 31 the RN must petition his/her manager prior to July 15 and for the period of July 1 through December 31 the petition must be in by January 15 for consideration or lose the opportunity for the review. It is understood that a twelve (12) week period may overlap into the next 6 month request period and in those cases the petition will be considered at the next deadline date either January 15 or July 15 whichever comes first. The petition will be documented on a form mutually agreed upon by the Association and UMMMC.

Unless by mutual agreement at the review, a nurse may not change her/his weekend or holiday commitment. In no event will a nurse be allowed to change her/his existing shift status (days, evenings, nights) through the staffing sufficiency process.

Section 4

If the Employer creates or transfers a new bargaining unit job or bargaining unit classification on their campus, or any campus covered by this bargaining unit, it will notify and meet with the Association to review the duties and qualifications prior to posting the position. Units/departments being transferred with employees intact will be exempt from posting, after meeting all bargaining obligations.

Section 5

Newly hired or transferred RNs must complete six (6) months in that position before they may transfer to another position without the consent of the manager. Any RN who is the selected candidate for a unit job posting will not be held in their current position for more than eight (8) weeks.

Section 6

The Employer will make available to the Association a copy of all bargaining unit postings and a copy of all bargaining unit job descriptions. Each posting will include the minimum qualifications required for the job.

Floating

Article 14

The Employer will make every effort to minimize the floating of bargaining unit RNs from one unit to another, and in so doing, may develop a float pool to compliment permanently assigned RNs. The composition and size of the float pool will be determined by the Employer.

The Employer will make every effort to utilize nurses assigned to the float pool and/or per diem nurses prior to floating a regular full or part-time RN. When this is not possible and when there are insufficient nurses in the float pool to meet the needs of a particular unit, the Employer may, after the nurse manager/designee has acclimated a nurse to the floor/unit, require floating in accordance with the following:

- Assignments will be made consistent with the nurse's competencies taking into account patient care needs as well as the specific training and experience of the nurse floated.
- Any permanently assigned nurse will receive only one full assignment on one unit for their scheduled shift.
- Neither permanently assigned nurses working an extra shift nor any nurse working on that unit and shift, shall be required to float, on a voluntary basis.

There will be no floating on July 4th, Thanksgiving, Christmas, or New Year's Day unless there is a critical need.

However, there may be floating between the SICU and CCU on the above listed holidays.

For the purpose of this Article, the parties recognize that nurses in Home Health and Hospice do not float; rather they may be assigned certain patients that are normally part of the case load of another nurse. As a consequence, the provisions listed above do not apply to those nurses.

For the purposes of this Article, the parties recognize that nurses in Care Coordination do not float; rather they may be assigned certain patients that are normally part of the case load of another nurse. The Employer will make every effort not to float Care Coordinators from the NICU to cover the Medical Surgical floors, and not to float Care Coordinators covering Medical Surgical floors to cover the NICU.

There will be no involuntary intercampus floating (Memorial, Hahnemann, or Home Health and Hospice).

Grievance Procedure

Article 15

Section 1

The parties recognize that day to day problems affecting nurses shall normally be adjusted informally between a nurse and her/his immediate supervisor. Such matters shall not be deemed to be grievances. For the purpose of this Article, a grievance is defined as an allegation that a specific provision of this Agreement has been violated in its application to an identified member or members of the bargaining unit.

Section 2

Failure of a grievant or the Association to comply with the required time limits of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant or the Association to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time prescribed herein may be extended in any specific instance by written agreement of the parties made within the original time limits. Failure of the Employer to respond to a grievance within the time limits contained herein shall enable, but not require, the grievant/Association to assume that the grievance is denied, and move the grievance to the next step in the process except that only the Association may request arbitration.

For Steps 1 through 3 below, the Employer shall make efforts to schedule the meetings when the grievant and the grievance committee representatives are not scheduled to work. If that cannot be accommodated, then the Employer will provide release time for the grievant and one grievance committee representative. The Employer will also release from work, with pay, the grievant and one grievance committee representative for purposes of arbitration.

Step 1

The unit member, or the Association on behalf of an identified unit member or members, must reduce the grievance to writing, signed by the aggrieved nurse(s) or the Association within fifteen (15) business days after any aggrieved nurse or the Association knew or had reason to know of the grievance to the attention of the appropriate unit Manager, and/or Director, or Supervisor. The Unit Manager, and/or Director, or Supervisor will give a response within ten (10) calendar days of receiving the grievance.

Step 2

If no resolution is reached at Step 1, the grievance in writing, signed by the aggrieved nurse(s) or the Association along with all supporting documentation available to the Association, within ten (10) business days of the receipt of the Step 1 answer, shall be filed with the Chief Nursing Officer (CNO) or his/her designee. In the case of Home Health & Hospice, a Step 2 grievance shall be filed with the senior director or his/her designee. In the case of Care Coordination, a Step 2 grievance shall be filed with the director of Care Coordination. The statement of the grievance shall include the specific action or inaction giving rise to the grievance, the specific provisions of the collective bargaining agreement which are alleged to have been violated, and the remedy requested. The CNO/designee will meet with the grievant and a representative of the Association at a mutually agreeable time and date to discuss the grievance and to attempt a resolution. The CNO will give a written answer to any such grievance within ten (10) calendar days of the meeting.

The Association may file a class action grievance at Step 2 within fifteen (15) business days of the event or knowledge of the event. The Step 2 process will continue as above.

Step 3

If the grievance is not resolved pursuant to Step 2, a copy of the grievance, along with all supporting documentation available to the Association, may be filed with the Director of Labor Relations or his/her designee within ten (10) calendar days of the written response at Step 2. The Director/designee will meet with the grievant, a nurse representative of the local unit, and a staff member of the Association at a mutually agreeable time and date to discuss the grievance and to attempt a resolution. A written response to the grievance will be issued within ten (10) business days of the Step 3 hearing.

Step 4

If the grievance is not resolved pursuant to Step 3 above, the Association may refer such grievance to arbitration pursuant to the Voluntary Arbitration Rules of the American Arbitration Association or the Labor Relations Connection provided that the Association will have filed with the AAA and served upon the Director of Labor Relations a written demand for arbitration within thirty (30) calendar days of the Association's receipt of the written answer to the grievance at Step 3 in this process.

Section 3

The resolution of any grievance occurring at Steps 1 and 2 shall not serve as precedent for any later grievance, and shall in no respect serve to vary or modify the terms of the collective bargaining agreement.

Section 4

The arbitrator shall have no authority to add to, alter or amend any term or provision of this Agreement or any subsequent amendment of this Agreement, nor shall he/she have authority to inquire into or arbitrate any issue not specifically presented in the grievance at Step 1, 2, and/or 3. The decision of the arbitrator in any grievance duly submitted to him or her will be final and binding upon the parties. Each party shall bear expenses incurred by it, but the expenses of arbitration will be borne equally by the Employer and the Association.

Health & Safety

Article 16

Section 1

UMMMC acknowledges its responsibility to provide a safe and clean environment for all employees. UMMMC will adhere to all applicable state and federal laws and safety policies and procedures defined by OSHA and/or the Department of Environmental Health and Safety. Bargaining unit RNs shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health and/or safety of themselves or their patients as described by OSHA and/or the Department of Environmental Health and Safety. Management agrees to provide designated well-lighted parking areas. Upon request, a UMMMC Police/Security Officer will be provided to escort a bargaining unit RN to her/his car. It is understood that a bargaining unit RN may have to wait a reasonable amount of time for such escort.

Section 2 Exposure to Communicable or Contagious

Recognizing that bargaining unit RNs risk exposure to communicable disease in the ordinary course of performing their duties, the UMMMC agrees to provide all possible preventive measures to safeguard the health and welfare of all bargaining unit RNs. This shall include, but not be limited to: providing the safest equipment available; following those policies, practices and procedures which provide the most effective safety measures; providing each bargaining unit RN the option of receiving, at the UMMMC's expense, any available vaccinations; and providing, at no cost to a bargaining unit RN, prompt testing in the event a

bargaining unit RN believes that she/he has been exposed to a communicable or contagious disease.

Section 3 HIV Insurance

A. Presumptions: In the event a Registered Nurse becomes infected with HIV, the UMMMC shall presume that the HIV infection/disease resulted from a work-related exposure and pay benefits in accordance with this Article, provided the bargaining unit RN has complied with each of the following:

- Document and report the work-related incident within forty-eight (48) hours which may result in HIV infection in accordance with the UMMMC's policies, i.e., Infection Control/Employee Health (BUGS);
- Within 96 hours of the incident, have a blood test which produces a negative result;
- Within one year of the incident, have another blood test which produces a positive result;
- File a claim for benefits under the plan and release all test results to a designated person in the Human Resources Department who will maintain confidentiality in accordance with the UMMMC's HIV policy and any applicable federal and state laws.

The UMMMC agrees not to challenge any Worker's Compensation claim made by an infected bargaining unit RN and to supplement the Worker's Compensation benefits received by the infected bargaining unit RN in such an amount that she/he shall continue to receive an amount equal to her/his regular weekly base pay.

B. Right to Work: The UMMMC will permit an HIV infected bargaining unit RN, as contemplated under this Article, to continue to work for so long as the bargaining unit RN and her/his personal physician reasonably believe the bargaining unit RN poses no direct threat to the health of the patients. The UMMMC will make reasonable accommodations regarding the HIV infected bargaining unit RN's work assignments.

The UMMMC shall continue to provide medical insurance and to pay its share of the premium as outlined in the Agreement.

C. Insurance: The UMMMC shall provide to each bargaining unit RN, at no cost to the individual, a \$100,000 HIV insurance policy. The UMMMC will explore a policy which offers the bargaining unit RN the option to pay an additional premium to increase the policy amount.

Section 4 Latex Sensitivity

If a nurse requires an accommodation for a skin or other sensitivity to latex, the employer is committed to make every reasonable effort to provide that accommodation.

Section 5 Workplace Violence

"Workplace Violence" is defined as physical assault, threatening behavior or verbal abuse occurring in the work setting (NIOSH). The UMMMC recognizes the potential for workplace violence and recognizes its responsibility to provide a safe environment for employees, patients, medical staff and visitors. To meet this responsibility, the UMMMC will adopt a zero tolerance policy. All occurrences of violence will be fully investigated in a timely fashion and dealt with appropriately. In this regard, UMMMC agrees to add one MNA leadership position to the existing Safety Committee and Violence Prevention Committee in which matters concerning workplace violence are identified, assessed and plans are formulated to eradicate its existence.

Section 6

The Hospital agrees to provide Violence Behavior Management (VBM) education to all MNA members. This educational program will be initiated within the highest risk areas and disseminated to the lower risk area of the institution through a mutually agreed upon implementation strategy. At any time, should a staff member wish to have VBM education, accommodations will be made. The Hospital agrees to post crisis intervention to include immediate medical and emotional treatment. Further, the UMMMC recognizes and supports the individual nurses right to notify the police if he/she has been assaulted as well as the UMMMC's obligation to work collaboratively with outside agencies as appropriate.

Section 7

A bargaining unit RN who while in the performance of her/his duty, receives bodily injuries resulting from acts of violence of patients in her/his care may be eligible for assault pay. The definition of assault shall be the willful act of a patient towards the staff nurse with intent to cause injury. The employee's assault pay shall be calculated using the difference between the worker's compensation weekly benefit and 100% of their calculated weekly pay based on the worker's compensation calculation. If the employee is absent from work for five days or less and utilizes eared time, said time shall be returned to the appropriate bank. Assault pay benefits will terminate when worker's compensation benefits terminate.

Holidays

Article 17

Section 1

The following are holidays for bargaining unit members:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

A bargaining unit nurse who works a listed holiday will have the number of holiday hours actually worked placed in their earned time bank. A full-time or regular part-time nurse who works on a holiday will have the number of holiday hours worked, or his/her budgeted hours, whichever is greater, placed in their earned time bank.

Nurses working on Thanksgiving, Christmas, New Year's Day, Memorial Day, July 4th or Labor Day shall be paid at the rate of time and one-half. Nurses working the evening shift, as defined in Article 7, on Christmas Eve shall be paid at the rate of time and one-half. For example, a nurse working 1100 to 2300 on Christmas Eve shall be paid at the rate of time and one-half from 1500 to 2300. Conversely, a nurse working 0900 to 1730 on Christmas Eve shall be paid at straight time.

For nurses scheduled to work 12 hour shifts, a holiday begins between 7 p.m. on the eve of the holiday and 3 p.m. on the day of the holiday and lasts until the end of that shift. For example:

A nurse who works from 7 p.m. on the eve of the holiday through 7 a.m. on the day of the holiday will receive holiday pay for the entire shift.

A nurse who works from 11 a.m. to 11 p.m. on the day of the holiday will receive holiday pay for the entire shift.

A nurse who works from 3 p.m. on the day of the holiday through 3 a.m. on the day after the holiday will receive holiday pay for the entire shift.

The parties agree that holiday pay for any and all newly created shifts that are not encompassed in the above will be negotiated. The intent is to pay holiday pay for the nurse's holiday commitment.

In order to grant more equitable time off during the six major holidays: Preference for the day off before or the day after the holiday will be distributed by seniority first among RNs who work the holiday (or on-call on the holiday) and who request such time off, provided that the weekend rotation shall not be changed to accommodate this. All other requests for the day off before or the day after the holiday shall be granted in accordance with applicable contract language.

Section 2

When a holiday occurs on the regular scheduled workday of a bargaining unit nurse, she/he, if not required to work that day, will be paid earned time for the day if requested by the nurse.

Section 3

During a week that includes a holiday, a bargaining unit RN will have the option to receive payout for the holiday. The payout will be at straight time.

Humanitarian Leave

Article 18

Requests for time off for humanitarian missions not to exceed seven (7) calendar days per year, will not be unreasonably denied provided requests are submitted a minimum of six (6) weeks prior to the posting of the schedule, and provided that the granting of time off will not negatively impact patient care. Nurses granted humanitarian leave shall use their accumulated earned time provided that the time off may be without pay if the nurse so requests and if the Employer determines that such will not negatively impact staffing.

Insurance

Article 19

Section 1 Medical Insurance

The Hospital currently offers three HMO Medical Insurance Plans, CIGNA, Fallon and HMO Blue. For eligible full-time and part-time RNs with individual or family coverage, the Hospital will pay 85% of the applicable premium for the lowest cost HMO plan and the RN will pay

15% of the applicable premium. The Hospital will pay toward the higher cost HMO plan(s) the same dollar amount that it pays for the lowest cost plan and the RN will pay the balance.

Effective January 1, 2008, for eligible full-time and part-time RNs, with individual or family coverage, the Hospital will pay 80% of the applicable premium for the lowest cost HMO plan and the RN will pay 20% of the applicable premium. The Hospital will pay toward the higher cost HMO plan(s) the same dollar amount that it pays for the lowest cost plan and the RN will pay the balance.

The Hospital also currently offers a PPO Plan. The Hospital and the RN will share the premium on the following basis:

<u>Status</u>	<u>Coverage</u>	<u>Hospital%</u>	<u>Nurse%</u>
Full-time	Individual	66%	34%
	Family	62%	38%
Part-time	Individual	59%	41%
	Family	56%	44%

Hospital Co-Pay Proposal

	2010	2011	2012
*Full Time Weekly Cost Share	80/20	80/20	80/20
**Part Time Weekly Cost Share	80/20	80/20	80/20
***Prescription Center RX Co-Pay	4, 15, 30	4, 10, 25	4, 10, 25
Retail RX Co-Pay	8, 20, 40	10, 25, 40	15, 25, 40
Mail Order Co-Pay	16, 40, 80	20, 40, 80	20, 40, 80
HMO-Office Visit Primary Care	15	20	20
HMO-Office Visit Specialty	20	25	25
PPO-Office Visit	15	15	15
ER Co-Pay	75	75	100
Outpatient Surgery Co-Pay	75	100	100
Inpatient	0	0	0
Key:	*** 90 day supply for one co-pay, if doctor writes a prescription for 90 days. Specialty drugs through Prescription Center only (drop-shipment if medically appropriate). Specialty drugs 30 days only. Retail prescriptions limited to 30 days. Mail Order limited to 3 months.		
*Full Time = 32 to 40 budgeted hours per week			
**Part Time = 20 to 31 budgeted hours per week			

Note: Full Time and Part Time definitions apply to medical and dental.

Section 2 Dental Insurance

The Hospital currently offers two dental options under Delta Dental Insurance: Delta Dental Broad Access and Delta Dental High Option. The Hospital and the nurses share the premium on the following basis:

Broad Access

<u>Status</u>	<u>Coverage</u>	<u>Hospital%</u>	<u>Nurse%</u>
Full-time	Individual	85%	15%
	Family	80%	20%
Part-time	Individual	75%	25%
	Family	70%	30%

High Option

<u>Status</u>	<u>Coverage</u>	<u>Hospital%</u>	<u>Nurse%</u>
Full-time	Individual	56%	44%
	Family	49%	51%
Part-time	Individual	49%	51%
	Family	43%	57%

Section 3

During the term of the 2007-2009 Agreement, the Employer will continue to offer, in its current form, the orthodontic reimbursement program.

Section 4

The Hospital retains the right to make changes with respect to the carrier, eligibility, coverage, benefits or costs of the Medical and Dental Insurance Programs, provided that any changes introduced by the Hospital will provide a program which is substantially equivalent to the program which is in effect on the date of this Agreement. The parties recognize that the insurer(s) may make changes in insurance programs which are made available to the

employer. Should the insurer make changes which result in a program which is not substantially equivalent to the program in effect on the date of this Agreement, the Hospital will so advise the Association and, if requested, will meet with the Association regarding what steps should be taken. If all carriers cease to offer the same or a substantially equivalent product, the Employer will use its best efforts to secure a product that is substantially equivalent to a product no longer offered.

For purposes of the section, the term "substantially equivalent" means that the overall benefits have not been reduced and overall eligibility requirements have not been increased. No change will be made with regard to the premium sharing between the Hospital and the nurses as set forth above.

The bargaining unit RN's contribution will be deducted from her/his periodic pay check.

In the event that any listed plan is not longer available, the Employer will provide the Association with ninety (90) days notice of termination and replacement. The Association may review the replacement plan to assure that it is substantially equivalent.

Section 5

Same sex spouse family coverage will be offered to those employees who live in States that allow marriage between members of the same sex, and who in fact do marry a member of the same sex. In the event that a State that allows marriage between members of the same sex repeals the right to marry, then same sex domestic partner family coverage will be offered to those employees provided they attest to the following eight (8) items listed immediately below.

Same sex domestic partner family coverage will be offered to those employees who live in States that do not allow marriage between members of the same sex in that State, provided they attest to the following:

1. We live together and are of the same sex;
2. We have lived together for 12 months;
3. We are not related by blood to a degree of closeness which would prohibit legal marriage in the State in which we reside;
4. We are each other's sole spousal equivalent and intend to maintain so indefinitely;
5. Neither one of us is married;
6. Both of us are at least 18 years of age;
7. We are competent to contract;
8. We are jointly responsible for our common welfare and financial obligations and are willing to provide documentation as evidence thereof, if required.

Labor/Management Committee

Article 20

In an effort to provide further means for productive employee relations and to facilitate discussion and resolution of issues that may arise during the life of this Agreement, the parties agree to the establishment of a Labor/Management Committee. This Committee shall consist of no more than six (6) representatives designated by the Employer, including the Chief Nursing Officer or designee, and seven (7) representatives designated by the Association. The seven (7) representatives designated by the Association shall be released with pay, or paid straight time if not on duty to attend these meetings. This time shall not count towards the calculation of overtime. Either party may invite others to attend, if needed, for specific issues. Both parties shall submit proposed agenda items at least ten calendar days in advance of the meeting. A copy of the completed agenda will then be given to each party and shall include the time frame designated for the meeting. No issues will be placed on the agenda by the Association without there having been prior discussion with Management to attempt to problem solve the issue prior to it being heard at Labor Management Committee. The Committee shall be scheduled to meet every month, and may meet more frequently upon mutual agreement. The Committee may discuss the general application of this Agreement and other matters of mutual concern, but shall have no authority to amend or modify the terms of this Agreement.

The Association Chairperson will be notified within twenty-four (24) hours when premium pay is offered. Such notice shall include the unit or department, date(s), the hours and shift(s), the employees who accepted the offer, and the name of the person authorizing premium pay.

Leaves

Article 21

Military Leave:

A bargaining unit nurse shall be entitled to all rights under Federal and State law to military leave.

Disaster Medical Assistance Team:

A bargaining unit nurse who is a member of a Disaster Medical Assistance Team (DMAT) shall be entitled to all rights under Federal and State law.

Legality/Stability of the Agreement

Article 22

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

Management Rights

Article 23

The Employer, except as otherwise limited by a specific provision of this Agreement, shall have the right to determine and direct the policies and methods of providing patient care, to modify, extend or limit any or all of its operations, and to exercise the rights traditionally recognized as within the purview of management. It is agreed that this Agreement sets forth all restrictions on the functions and rights reserved exclusively to the Employer, and no implied restrictions or obligations exist or may be relied upon in interpreting or applying this Agreement.

These reserved rights include, but are not limited to; the right to determine levels of service and standards of productivity and performance of its employees; to determine the size and composition of its work force; to determine the quantity and type of equipment to be used in its operations; to determine the content of job classifications and the qualifications therefore; to select, hire, discipline, layoff and discharge employees; to require overtime; to determine staffing patterns and work areas; to determine and schedule work shifts, work breaks, and time off; to determine whether work shall be performed by bargaining unit employees or others, whether or not they are employed by the Employer; to make assignments; and to adopt, add to, change or rescind any work rule or policy existing on the effective date of this Agreement following the exercise of any bargaining rights under the National Labor Relations Act.

Mandatory Overtime

Article 24

Section 1

The Hospital shall exercise its best efforts to maintain full staffing in order that overtime work be kept to a minimum. Where overtime work is necessary on any unit the Hospital will use its best efforts to fill such needs with volunteers from on or off the unit where such work is needed and from on-duty and off-duty nurses. If there are insufficient volunteers, the Hospital shall request coverage from its per diem nurses and nursing agencies.

Section 2

If after following the process outlined in Section 1 additional help is still needed to cover patient care, the Hospital may require a nurse to perform a reasonable amount of overtime work, provided that no nurse be required to work more than twelve (12) hours. A nurse will be provided with one and one-half hours' notice in the event that he/she is mandated to work overtime under this Article.

Section 3

An overtime list consisting of staff nurses shall be maintained for each unit. The list initially shall be set in order of reverse seniority unless otherwise agreed by the nurse on the unit. Overtime shall be assigned to an off going shift nurse in accordance with the unit list.

Section 4

Any nurse may refuse overtime for personal fatigue or personal illness. If overtime is refused, the overtime will be assigned to the next nurse on the unit list. A nurse who refuses an overtime assignment shall be placed on the top of the unit list.

Section 5

No nurse shall be required to work overtime more than eight (8) times per calendar year.

Section 6

Following every occurrence of overtime worked under Section 2 above, an occurrence report documenting the time of calls and responses and the details of all other efforts made by the Hospital to cover the overtime at issue, shall be filed by the Nurse Manager on whose unit the overtime was worked and be sent to the Chief Nursing Officer and the Association Chairperson. The Nurse Manager and the nurses affected by the overtime will meet with the Labor Management Committee at the next scheduled Labor Management Committee meeting to review the conditions leading to such overtime.

Section 7

Any Grievance under this Section shall be processed under the AAA rules for expedited arbitration rather than the procedure set forth in the Grievance and Arbitration provisions of the Agreement.

No Strike

Article 25

During the life of this Agreement, neither the Association nor any bargaining unit member shall engage in, induce, support, encourage or condone a strike, work stoppage, work slowdown, sickout, or similar withholding of service by employees, or other actions which interfere with the operation of the Employer's facilities and the delivery of medical services. During the life of this Agreement, the Employer agrees not to lock out bargaining unit members.

Nurse Preceptor

Article 26

Each bargaining unit RN will be evaluated by the Nurse Manager within one (1) year of hire to determine readiness and capability to assume the nurse preceptor role. The need for the preceptor role will be determined by the Nurse Manager. Overall conditions on the unit, as well as the preceptor's assignment, will be considered when assigning the RN to the preceptor role. The assignment as preceptor will be equitably distributed among those nurses determined ready and capable of performing the role. The preceptor role is appropriate to cover students as well as regular staff, except when faculty are available to the student and staff is only acting as "buddy". Orientation to the role of preceptor will be considered hours worked, and an orientation preceptor check list will be provided to the preceptor. No RN will be assigned to the role of preceptor until he/she has attended preceptor class. A bargaining unit RN assigned the duties of the preceptor will receive \$2.50 per hour worked as assigned.

Nurses Relocated Into Bargaining Unit

Article 27

In the event that a service, program or function is relocated to the Medical Center's Memorial, Hahnemann or Home Health and Hospice campuses from a facility or location other than the Medical Center's campuses covered by this Agreement, the nurses relocated with that service, program or function will become employees of the Medical Center and members of the bargaining unit and covered by this Agreement.

Nurses Relocated Out of Bargaining Unit

Article 28

In the event that a service, program or function is relocated from the Medical Center's Memorial, Hahnemann, or Home Health and Hospice campuses to a facility or location other than the Medical Center's campuses covered by this Agreement, the nurses assigned to that service, program, or function will be relocated, subject to the following paragraph, and will cease to be employees of the Medical Center at Memorial, Hahnemann, Home Health and Hospice campuses and will not be members of this bargaining unit.

In the event a nurse declines to accept relocation, said relocation will be deemed to be a reduction in force and the affected nurse may elect to exercise her/his rights under the Article 15 of this Agreement dealing with Reduction in Force.

Nursing Practice

Article 29

Section 1

The Employer and bargaining unit nurses are in agreement that nurses should exercise the reasonable judgment of a prudent nurse when performing their duties, including delegating activities to other personnel, and such actions shall be in accordance with the Massachusetts Nurse Practice Act, the Code of Massachusetts Regulations, 244 CMR, the standards of the Board of Registration in Nursing, the standards of the Joint Commission on accreditation of Health Care Organizations, and the Code of Ethics of the Institution.

Section 2

It is agreed by the Employer and bargaining unit nurses that management personnel will not be assigned to perform work assignments regularly and customarily performed by bargaining unit nurses, and that bargaining unit nurses will not be assigned duties which are not appropriate to their profession. This will not prevent managers from performing bargaining unit work in emergency circumstances.

Section 3

The individual bargaining unit nurse has the autonomy to delegate (or not delegate) those aspects of nursing care the bargaining unit nurse determines appropriate, based on her/his assessment of the patient's needs or condition(s) and the skill level of the LPN or unlicensed personnel. General competency models, job descriptions and orientation checklists of LPN's

and unlicensed personnel will be kept current and maintained in an area readily available to the bargaining unit nurse in each of the nursing care areas.

On-Call

Article 30

Section 1

On-call status will be for a defined period of time during which the nurse must be able to be contacted by beeper or by telephone, and at the employer's request, must be able to report to work within a reasonable amount of time. Beepers will be made available to nurses who take call. It is not the intent of the Employer to use on-call RNs on a routine basis to cover non-emergent cases.

Section 2

Nurses' on-call will receive a rate of \$4.00 per hour for each hour they are on-call, until they are called in, and report to work. In those cases, payment is governed by Sections (3) and (4). On-call hours are not considered hours worked for purposes of overtime calculations or benefit accruals.

A bargaining unit RN who, after working a full shift, is on call immediately following the shift and must remain past the end of the shift for up to 45 minutes in order to continue activity which began during the shift; such time shall be considered an extended day and paid as time and one-half worked. However, if the activity extends beyond 45 minutes, such bargaining unit RN shall receive call-back pay which shall commence at the end of the full shift. In addition, a bargaining unit RN who is scheduled to be on call immediately following the shift, and is informed by the UMMC that she/he should remain on duty due to an imminent patient arrival will receive call back pay.

Section 3

On-call pay ceases when the shift ends, or when the nurse reports to work. A nurse who is called in to work will be paid at the rate of time and one-half for hours worked once he/she reports to work for a minimum of three (3) hours plus applicable differentials. Nurses choosing to remain in call status after being released during periods of reduced patient censuses and/or reduced workload who are subsequently called in to work, will be paid at their regular straight time hourly rate (or overtime rate, if applicable) for hours worked once he/she reports to work.

Section 4

Each successive time a nurse on-call is required to report to work he/she will receive at least an additional four (4) hours of pay.

Section 5

Nurses who are called in to work during the 11:00 p.m. – 7:00 a.m. shift, and are scheduled to work on the immediately following day shift are excused from working, without loss of pay, the equal number of hours that they worked after being called between 11:00 p.m. and 7:00 a.m. For purposes of this Article, the day shift is any work schedule finishing before 6:59 p.m. where a majority of the hours are worked after 7:00 a.m. These hours may be taken either at the start or at the end of the scheduled day shift at the discretion of the nurse manager/designee after discussion with the nurse.

Section 6

Nurses who are called in to work during the 11:00 p.m. – 7:00 a.m. shift, and who are also scheduled to work the immediately following evening shift will have at least ten (10) hours off between the completion of on-call event and return to her/his next shift without loss of pay. For the purposes of this Article, an evening shift is any shift in which a majority of hours are worked between 3:00pm and 11:00pm.

Section 7

To ensure the safety and well being of employees and patients, when continuous work is forecasted or projected to extend beyond 16 hours, the nurse must consult with the nurse manager/designee to determine appropriate action.

Section 8

A nurse will not be scheduled for on-call duty on his/her day(s) off unless it is at the nurse's request.

Section 9

The units in which call is currently utilized are: Endoscopy, OR, PACU, Dialysis, Home Health, NICU – transport team. If the Employer determines that on-call should be expanded to any additional units(s), then a voluntary system may be implemented after review by the Labor Management Committee.

Section 10

discharged, suspended or demoted except for just cause. A nurse who voluntarily transfers to a position in the other MNA/UMMMC bargaining unit shall be subject to a three-month probationary period.

Section 2

A probationary employee will be evaluated mid-way through the probationary period to indicate their progress toward successful completion of the probationary period. A probationary employee will not be required to float, mandated to work overtime, be released during periods of reduced census or rotated to other shifts.

Reduction in Force

Article 33

When the Employer has determined that a reduction in force involving bargaining unit positions is necessary, the following provisions will apply:

Section 1 Definition

A reduction-in-force shall be defined as a Hospital initiated reduction in an RNs committed scheduled hours or separation of an RN from employment, other than for a suspension or discharge under this Agreement. A reduction-in-force shall also include a reassignment that results directly from a closure of a unit, relocation, integration of a unit or elimination of an RNs position.

Notwithstanding the forgoing:

- a) The relocation of a nursing unit within the bargaining unit without a change in the nurses' hours, shift or patient population shall not constitute a RIF hereunder; and
- b) The temporary floating of a nurse pursuant to existing practices shall not constitute a RIF hereunder.

Section 2 Notice

The Employer shall notify the Association and the initially affected nurses as well as other members of the bargaining unit that there will be a reduction in force as soon as is practicable, and no less than four (4) weeks prior to the effective date of the reduction in force. The notice to the bargaining unit shall also seek volunteers to be laid off, or to reduce their hours. At that time the Hospital will provide a sufficient number of copies of; the list of the initially affected nurses, a master seniority list and a seniority list for each nursing unit. The list of initially affected nurses shall include, name, bargaining unit seniority date, unit, shift and number of hours per week. Should any nurse who is laid off not receive the full four

If either the SICU or the CCU is scheduled to be closed, then SICU/CCU will be considered a combined unit. RNs will be released from this combined unit based upon a rotating seniority list by unit; new hires will be placed on the bottom of the list, transfers retain their seniority. In the event of a closure, CCU will be offered release time, followed by SICU in rotation. At least one (1) RN from each unit will be placed on-call and compensated pursuant to the call provisions of this Agreement.

Section 11

A new Memorial main operating room employee (including transfers) will not work on call, holidays, or weekends for the first six (6) months of employment unless it is approved by the manager and the new employee. New Memorial main operating room employees (including transfers) must personally fulfill their on call requirement for the first eighteen (18) months of employment.

Paycheck Discrepancy

Article 31

Any nurse who has a discrepancy in her/his paycheck must complete and submit to her/his manager a check discrepancy form by 9:00 a.m. on Friday.

If the paycheck is a discrepancy of more than two (2) hours straight time including any applicable shift differentials, then a check will be available on Friday of the actual paycheck week. It will be delivered to the appropriate campus by 2:00 p.m., if the RN requests and completes the check discrepancy form. If the paycheck discrepancy is less than two (2) hours straight time including any applicable differentials, the discrepancy will be corrected in the next payroll period's check.

In addition to the weekly accrual amounts, all accrued benefit time totals including earned time and holiday time will be listed on the weekly pay record for each nurse.

Probationary Period

Article 32

Section 1

The probationary period for an employee hired into the bargaining unit shall be six (6) months commencing with the employee's first date of employment in the bargaining unit.

A nurse whose position is transferred to a position in the other MNA/UMMMC bargaining unit will not be subject to the six-month probationary period and shall not be disciplined,

(4) weeks prior notice referred to in the first sentence of this Section, he/she will be entitled to any pay in lieu of notice for the omitted period of notice. Within five (5) calendar days of the notice, the Employer and the Association shall confer relative to any alternative procedure to be used to affect the layoff of unit members. In the absence of any agreement being reached within the notice period on any such alternative procedure, the following procedure shall apply.

Section 3 Process for Selection of Employees

At the time of the notice provided for in Section 2 above, the Employer shall solicit volunteers to be laid off, or to be reduced in hours, from the affected nursing units, that is, the nursing units in which positions are being eliminated. Any voluntary layoff or reduction in hours shall be limited to the number of hours to be reduced in the affected nursing unit. Employees selected for lay off shall be the least senior, as defined in Article within the title, nursing unit and shift in which the reduction in force is taking place.

Section 4 Options for Nurses Selected for Layoff

Any non-probationary regular full-time or regular part-time bargaining unit member who has received notice that his/her position will be eliminated or whose committed hours will be reduced may choose from among the following options within ten (10) calendar days of notice:

- (1) Accept the layoff and receive severance pay as defined below;
- (2) Choose to transfer to any bargaining unit vacancy;
- (3) Displace any less senior probationary regular full-time or regular part-time bargaining unit member and fill that position with the same hours and shift as the probationary employee displaced provided that the orientation referenced in Section 7 below will occur on a full-time basis on the appropriate shift;
- (4) Displace any less senior non-probationary regular full-time or regular part-time employee, and fill that position with the same hours and shift as the displaced employee, provided that the employee seeking to displace another is competent for the position, and provided that the orientation referenced in Section 7 below will occur on a full-time basis on the appropriate shift;
- (5) Displacement of staff in any particular unit shall be subject to the following restrictions as to the maximum number of FTEs who may be displaced; a unit of 1 FTE or less – no displacement; a unit of more than 1 but not more than 5 FTEs – 1 FTE; a unit of at least 6 but not more than 10 FTEs – 2 FTEs; a unit of at least 11 FTEs but not more than 15 FTEs – 3 FTEs; a unit of at least 16 but not more than 20 FTEs – 4 FTEs; units of more than 20 FTEs – 40% of the FTE complement;

- (6) Any nurse considering displacing another nurse may speak with the MNA representative of the nursing unit as well as the Nurse Manager or Director of the nursing unit prior to making a decision on exercising this option;
- (7) Any non-probationary nurse displaced under this section shall be able to choose from among the options in subsections (1)-(4), provided that those rights are exercised within 24 hours of being displaced;
- (8) Any nurse who does not make a selection among available options within the periods specified in this Section (4) will lose his/her place in line; if the displacement process has not been completed, the nurse will be afforded the opportunity to be next on the list upon his/her request, but may not displace any nurse who preceded his/her selection.

Section 5 Benefits

Any bargaining unit RN who chooses to accept the layoff, who volunteers for layoff, or who, as a probationary employee, has no option to layoff, shall receive the following benefits:

- (1) Severance pay equal to one (1) week of pay for each year of service, but in any event no more than ten (10) weeks, and no less than two (2) weeks;
- (2) Continued payment of Employer's share of medical and dental insurance premiums for the length of the severance period;
- (3) Previously approved tuition reimbursement for courses being taken at the time of layoff;
- (4) Employer will not challenge unemployment compensation claims made by RNs who are laid off as the result of a reduction in force.

Section 6 Recall

1. An employee who is laid off shall have recall rights for a period not exceeding one (1) year from the date of layoff. Failure to accept recall to a position in the same unit with the same number of hours and shift within five (5) calendar days will cause the employee to forfeit further recall rights. Nurses on the recall list will also be notified of other vacancies in his/her job title. Nurses on the recall list may apply and the most senior competent nurse will be selected. To be eligible for recall rights, the employee will be responsible for providing up to date contact information including address and telephone number(s) at the time of, and following the date of layoff. Reemployment in a bargaining unit position will result in removing the employee from the recall list;

An RN is eligible to receive a UMMHC contribution if the employee contributes two percent (2%) of his/her base pay to the 401(k) Plan.

Defined Benefit Retirement Program:

RNs hired on or after February 1, 2007, who chooses not to participate in the UMMHC 401(k) plan as outlined above, will be eligible to participate on the first of the month following their date of hire in the UMASS Memorial Health Care Pension Plan, and also the UMMHC 401(k) plan which was in place on December 31, 2006.

The employer shall provide summary plan descriptions and copies of the pension plan(s) for new hires during their Hospital orientation. New employees shall then have thirty (30) days to choose which plan they are selecting.

No RN may convert from Defined Contribution Retirement Program to the Defined Benefit Retirement Program, or vice versa, at any time.

Employees of the Hospital who are represented by MNAMHH will be eligible to participate in the UMass Memorial Health Care 401(k) Plan, as outlined below.

UMass Memorial Health Care 401(k) Plan

Through the 401(k) plan, RNs may save on a pre-tax basis by contributing from 1% to 50% of salary up to the annual IRS dollar limit. The Hospital provides an employer match of 25 cents on every dollar contributed up to 4% of deferred compensation.

The Retirement Choice program will be discontinued effective November 16, 2010. Any RN who was hired between January 1, 2007 and November 16, 2010, and who elected retirement benefits through the Retirement Choice program will not be affected, and their retirement election, if any, will remain in effect. All elections under Retirement Choice are irrevocable. No RN may convert from the Defined Contribution Retirement Program to the Defined Benefit Retirement Program, or vice versa, at any time.

Employees of the Hospital who are represented by MNAMHH will be eligible to participate in the UMass Memorial Health Care Pension Plan.

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

Effective January 1, 2017, the defined benefit pension plan will be amended as follows:

DEFINED BENEFIT PENSION PLAN

2. Previously accrued seniority will be reinstated (adjusted for the period of layoff) for any employee who returns to a regular full-time or regular part-time bargaining unit position within two (2) years of layoff.
3. Any nurse displaced from a position which again becomes available prior to one (1) full year after the implementation of the RIF shall have preference for said position.

Section 7 Definition of Competent

For the purpose of this Article of the collective bargaining agreement, a nurse shall be deemed "competent" if, in the reasonable judgment of the Hospital, the nurse is qualified to perform the duties of the position with an orientation of eight (8) weeks. The nurse will be provided with educational and certification opportunities (i.e. chemotherapy, PALS, ACLS, etc.) afforded by the Hospital. A nurse applying for a vacancy will be afforded the normal orientation period.

Retirement and 401K

Article 34

The Employer currently offers both a retirement plan and a 401K plan. The Employer retains the right to make changes with respect to the eligibility, coverage, benefits, or costs of the retirement plan and/or 401K plan, provided that any changes introduced by the Employer will provide a program which is substantially equivalent to the programs in effect on the effective date of this Agreement. For purposes of this Article, the term "substantially equivalent" means that the overall benefits have not been reduced and overall eligibility requirements have not been increased.

Defined Contribution Retirement Program:

RNs hired on or after February 1, 2007 will be eligible to participate from their date of hire in the UMASS Memorial Health Care 401(k) Plan, as outlined below and described in the 401(k) plan document, in accordance with the requirements of that plan. Contributions will be made according to the following schedule:

Years of Service Contribution	Required Employee Contribution	Employer Contribution
Less Than 5	2%	2%
5-9	2%	4%
10-19	2%	6%
20 or More	2%	8%

MONTHLY PENSION AT AGE 65 EARNED AFTER DECEMBER 31, 2016

- 1.25% of each year's pay divided by 12, not subject to any cap on years of credited service
- Pensionable earnings include base rate of pay plus shift differentials for actual ours paid in the plan year
- 3 year vesting for all RNs

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

Also effective January 1, 2017:

401(K) PLAN

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

Scheduling of Earned Time

Article 35

Earned time taken as scheduled time off must be scheduled in advance at times approved by the appropriate manager. The number of bargaining unit employees approved for time off at any one time will be determined by the manager and will be in accordance with the following:

Section 1

The employee must have accumulated a balance of earned time sufficient to cover the period of leave at the time the leave is taken; there will be no advanced time.

Section 2

Leave requests must be submitted in accordance with the chart on the next page. Any such adjustments will be agreed to in the Labor Management Committee. ANSOS chart dates will be updated for life of contract.

Section 3

The Employer will grant to each RN who requests leave during the June 15 to Labor Day period, one (1) week, provided the request is received within the dates on the chart referenced in the new Section described below. Nothing prevents a RN from taking more than one (1) week provided time is available. There will be no limit to staff covering other staff of equivalent skill for time off purposes, provided this is not an overtime shift for the nurse covering the shift and there is advance notification to the manager. Once per diem nurses have scheduled their monthly commitment, they will be available to cover staff for time off purposes. In the event that a nurse seeks coverage from a nurse who is not of equivalent skill, the request must be submitted and approved in advance by the manager.

Section 4

Leave requests will be approved based upon preference given to the employee with the greatest seniority.

Section 5

Additional requests for time off during any of the periods referenced in the chart incorporated in Section 2 may be made after the deadline and will be considered on a first come first serve basis by the date of the request.

Section 6

If an employee is scheduled to work on a holiday which falls during the employee's approved leave period, the employee must arrange for a swap so that the holiday is covered in his/her absence.

Section 7

The vacation week will be the week beginning at 11:00 p.m. on Saturday and ending at 10:59 p.m. on Saturday. Earned time will be granted 52 weeks of the year.

Section 8 Unscheduled Earned Time

A regular full-time or regular part-time bargaining unit nurse may take unscheduled earned time up to a maximum of the nurse's daily scheduled hours twice per calendar year in the case of unforeseen personal emergencies that prevent the nurse from working. These two (2) absences shall not be counted as occurrences for purposes of the attendance policy.

Section 9 Scheduling of Guaranteed Earned Time

The UMMC agrees to a bi-annual earned time selection process. The earned time calendar will be maintained from the first week following Labor Day week through Labor Day week in the following calendar year.

Each year at the March and the July Staffing Board meetings, the Hospital and the Union will review the process(s) for selecting guaranteed earned time. This review will also set out guidelines for the guaranteed earned time selection process(s) none of which will contradict the provisions of this Agreement. This process shall include a full discussion of FTE allocations for all time off for each RN unit. The parties agree that they will attempt to come to an agreement on said FTE time off allocations.

On every unit, the nurse manager or designee will identify the amount of time off available and will post the earned time calendar by October 1 and by April 1. The minimum amount of available time identified for each unit will be based on the current staff's guaranteed time according to the chart below, plus additional time for all vacancies on the unit. The calendar will be posted for requests from October 1 through October 31 for time off beginning March 1 through Labor Day week. The calendar will be posted from April 1 through April 30 for time off beginning the week following Labor Day through February 28 or 29.

Full and part time bargaining unit RN's will then sign up in order of seniority for their requested time. For those staff with the same bargaining unit seniority date, selection of time will be decided by date of hire. If the date of hire is the same, selection of time will be decided by date of job offer, if available. If this date is not available, selection of time will be decided by application date.

The amount of earned time to be selected during this guaranteed process includes time allocated to vacation time and holiday time and is based on the following schedule:

<u>Years of Service</u>	<u>Time</u>
Less than 5 years	3 weeks
5 years but less than 10 years	4 weeks
10 years but less than 15 years	5 weeks
15 years or more.	6 weeks

Two weeks before the selection process, the Manager will post the number of vacation hours per week that are available. The Manager will also post a seniority list with the numbers of weeks already granted to the nurse and the number of guaranteed weeks left for that individual nurse. The Manager will also announce to the staff the method that will be used for selection. (i.e. Selection will begin at 8:00am on October 2, by seniority, calling nurses in ½ intervals). If the nurse is unavailable to meet or call in, the nurse may designate another nurse to submit their request. The nurse may also submit their request to the Manager in advance. If the nurse is not available and has made no arrangements at the designated time, the Manager will move to the next nurse on the list. The Manager will accept the missed

nurses' request when the nurse contacts the Manager, however, no nurse will be displaced who has already made his/her selection.

Guaranteed time requests must be made for one payroll week (relative to the RN's FTE status.) If a partial week is available, the RN may request this week, with the understanding that the partial time is the only time available.

Once the least senior bargaining unit RN has made her/his selection, the nurse manager/designee will finalize and post the schedules on December 1 and June 1. Any concerns or disputes will be referred to the next Labor/Management meeting.

If the RN does not have enough earned time accrued by the time off, the time off will be cancelled. If the RN is lacking 8 hours or less of accrued earned time, the matter shall be resolved by a meeting including the nurse manager/designee, the affected RN and a MNA representative.

Time may be traded in any manner the nurse chooses. Unrestricted trading of time must be done prior to the development of the monthly schedule and include notification to the Manager. Nurses trading vacation time after the monthly schedule is posted might be subject to shift coverage. The Nurse Manager will make every possible attempt to honor previously granted time for those nurses transferring into the unit.

Cancelled vacation time must have a serious and valid reason. Any cancelled guaranteed vacation time will be posted for all nurses to see as soon as the time is cancelled. This time will be available and will be allocated in accordance with Section 2 of this Article or with Article 41, Section 2.

Incidental time is all remaining unscheduled guaranteed vacation hours after the October and April selection processes. This time will be posed and will be allocated in accordance with Section 2 of this Article or with Article 41, Section 2.

Time off for a life event in accordance with Section 8 of this Article during prime time is considered time off for purposes of Section 3 of this Article.

Seniority

Article 36

Section 1

A. If employed as a regular full-time or regular part-time bargaining unit RN on or before June 21, 2001:

1. Seniority for earned time accrual, benefit eligibility, and scheduling of earned time is defined as continuous years employed by UMMC at the Memorial, Hahnemann, or Home Health and Hospice campuses;
2. Seniority for the purposes of filling vacancies (Articles 25), and reduction in force (Article 14) is defined as years continuously employed as a RN at the Memorial, Hahnemann, or Home Health and Hospice campuses plus one (1) year of seniority for every two (2) years of continuous employment as a LPN at the Memorial, Hahnemann, or Home Health and Hospice campuses immediately prior to their appointment to a bargaining unit RN position.

B. If employed as a regular full-time or regular part-time bargaining unit RN after June 21, 2001, seniority is defined for all purposes as years continuously employed as a bargaining unit RN at the Memorial, Hahnemann, or Home Health campuses.

C. Seniority dovetail MOA April 2010

Section 2

A. Effective December 20, 2002, seniority will be frozen with the appointment of a regular full-time or regular part-time bargaining unit RN to a non-bargaining unit position at the Memorial, Hahnemann or Home Health and Hospice campuses. Upon reappointment to a regular full or part-time bargaining unit position within one year and one day, the RN will regain seniority accrued at the time they left the bargaining unit. Individuals appointed to an acting position will continue to accumulate bargaining unit seniority for up to six (6) months after said appointment.

B. Effective December 20, 2002, seniority will be frozen with the appointment of a regular full-time or regular part-time bargaining unit RN to a per diem position. Upon reappointment to a regular full or part-time bargaining unit position, the RN will regain benefit seniority (Section 1, A (1)) immediately. The RN will regain competitive seniority (Section 1, A (2)) after one (1) year of service in a regular full or regular part-time bargaining unit position.

Section 3

Seniority will be terminated for the following reasons:

- Discharge for cause;
- Resignation from Memorial, Hahnemann or Home Health and Hospice campuses
- Retirement
- Layoff for a continuous period of two (2) years.

Section 4

A seniority list will be generated as soon as practicable following the execution date of this Agreement. Each bargaining unit RN will have thirty (30) days following distribution of the list to the Association to challenge the recorded seniority date(s).

Section 5

Super seniority will be granted to the local unit co-chairs. Neither will be laid-off. This Super Seniority protection will expire with the expiration date of this Agreement.

Section 6

If a nurse employed in the bargaining unit at the University campus transfers into a bargaining unit position at the Memorial, Hahnemann or Home Health and Hospice campuses, she/he will retain her/his original hire date, or current date for step raise increases, whichever is applicable, for the sole purpose of step raises in the Memorial, Hahnemann, Home Health and Hospice bargaining unit.

All issues relating to the bargaining unit seniority for the nurse in the Memorial, Hahnemann, Home Health and Hospice bargaining unit will be governed by this collective bargaining agreement.

If a nurse employed in the bargaining unit at the Memorial, Hahnemann or Home Health and Hospice campuses transfers into a bargaining unit position at the University campus, she/he will retain her/his original hire date, or current date for step raise increases, whichever is applicable, for the sole purpose of step raises in the University bargaining unit.

All issues relating to the bargaining unit seniority for the nurse in the University bargaining unit will be governed by the collective bargaining agreement between the MNA and the UMMMC at the University campus.

Section 7

Notwithstanding any other provision of this Agreement to the contrary, on and after April 21, 2010, the following provisions will define the seniority rights of any nurse transferring from the campus of the MNA/UMMMC MHHHH bargaining unit to the MNA/UMMC University bargaining unit and/or from the MNA/UMMMC University bargaining unit to the MNA/UMMMC MHHHH.

- (a) Any nurse whose position is transferred from one MNA/UMMMC bargaining unit to the other, and who elects to move to such other bargaining unit to retain her/his position, will also retain her/his original seniority date as established under the contract covering his/her position at the former bargaining unit, provided that transferring nurses whose seniority dates are earlier than January 11, 1976 will be

deemed to have a seniority date of January 11, 1976 in the facility to which they are transferring, with ties to be resolved by resort to the nurses' actual dates of hire. If a transferring nurse with a seniority date earlier than January 11, 1976 in her/his original bargaining unit transfers back into her/his original unit, her/his actual seniority date will be restored in such original unit.

- (b) The seniority date of any nurse whose position was an employer initiated transfer from one MNA/UMMMC bargaining unit to another MNA/UMMMC bargaining unit, between the effective date of the merger and the effective date of this Section will, upon the effective date of this Section, be restored to the original seniority date held by the nurse within the bargaining unit covering her position prior to the transfer.
- (c) Effective April 21, 2010, a nurse from either MNA/UMMMC bargaining unit who voluntarily transfers to a position in the other MNA/UMMMC bargaining unit will retain his/her original seniority date held by her/him within the bargaining unit from which she/he is transferring.
- (d) If no qualified nurses apply for vacancies from the MNA/UMMMC bargaining unit in which the vacancies occur, qualified nurses from the other MNA/UMMMC bargaining unit may apply for such vacancies and will have preference over all other applicants.

Staffing

Article 37

The Hospital will ensure safe, Registered Nurse staffing levels on all shifts within each patient care area. The Hospital will provide adequate and appropriate ancillary staff in all patient care areas on all shifts. The nurse manager will be responsible and accountable for filling all pre-existing, scheduled shift vacancies on her/his unit.

The assignment of critical care patients (adult and neonatal) will be based on acuity. Acuity will be measured by pre-established criteria based on national patient care standards (i.e. AACN, AWOHHN, NANN, etc.) with input from nursing staff and leadership. Critical care patients will receive the same level of care regardless of their location in the Medical Center.

If a situation arises where a charge nurse identifies a situation where (s)he feels that the staffing cannot meet the standard, the administrative chain of command is to be followed. The nurse should inform the manager or nursing supervisor of the situation for immediate evaluation and resolution. The nurse can fill out a Staffing Report Form.

Staffing levels will be reviewed regularly at the Staffing Advisory Committee meeting for issues and patterns. Recommendations for resolution are sent to the Labor Management Committee. If the issue cannot be resolved, it will be placed on the Labor Management

agenda. Issues unresolved at Labor Management can be forwarded to the Senior Management Team of the Medical Center.

A staffing board will be established and will meet as necessary, but no less than monthly. The board shall consist of three (3) members of the Association and three (3) members of Management. The Association shall determine its members. Three (3) representatives designated by the Association shall be released with pay, or paid at straight time if not on duty, to attend these meetings. This time shall not count towards calculation of overtime pay. The board shall review current staffing and staffing issues. Recommendations approved by the staffing board will be presented at the Labor Management Committee meeting and will be posted on all units.

The staffing board shall review all unsafe staffing forms and develop strategies to resolve unsafe staffing issues. The plan of action shall be reported back to the unit managers involved, the Labor/Management committee and the nurse(s) who filed the report.

The staffing board does not have the authority to modify the provisions of the Collective Bargaining Agreement. The Association does not waive its rights to grieve any provision of the Collective Bargaining Agreement. Should the Hospital require significant changes in RN staffing, it will give notification for the board to convene should the Association desire. The board must meet within 7 calendar days of notification. Recommendations must be finalized within 21 calendar days thereafter.

Any staffing changes will be subject to other provisions of the collective bargaining agreement, such as layoff and recall. The Hospital and the Association reserve their respective rights regarding any such change.

- Day shift assignments will include a mix of 4:1 and 5:1 patient assignments on inpatient med/surg units, excluding dedicated observation units. No nurse will have more than a 5 patient assignment on inpatient units, excluding dedicated observation units, within twelve weeks of ratification (June 10, 2013).
- An average of 5:1 patient assignments, excluding dedicated observation units, shall be maintained on the evening shift in inpatient areas within twelve weeks of ratification.
- All seven patient assignments on the night shift will be phased out within twelve weeks of ratification excluding dedicated observation units. There will be sufficient nurses on the night shift to allow for some nurses to have a 5 patient assignment when the charge nurse takes a 5 patient assignment.
- The new charge nurse assignments are not intended to result in an increase in current patient assignments.

- Stat RN: No later than six (6) months after ratification, add one critical care stat RN (24/7) to assist with ED and ICUs.
- Maternity: No later than six (6) months after ratification, we will follow AWHONN standards for mother-baby couplets.
- NICU: No later than six (6) months after ratification, increase staffing in the NICU by approximately 9 FTEs.

Successorship

Article 38

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

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

Technology

Article 39

In the event the Employer purchases, leases or otherwise plans to implement a change in technology which requires training for nurses, the Employer will provide such training prior to requiring a bargaining unit nurse to work with that new technology in providing patient care. The parties acknowledge their mutual obligations to impact bargain over certain technological changes as may be required by the National Labor Relations Act.

Tuition Reimbursement

Article 40

Effective with the Fall Semester, 2005, full-time employees who occupy positions budgeted for 30-40 hours per week will receive tuition reimbursement benefits of 80% of the course tuition and fees for eligible courses, up to a maximum of \$2000 per academic year.

Regular part-time employees who occupy positions budgeted for 20-29 hours per week will receive tuition reimbursement benefits of 50% of the course tuition and fees for eligible courses, up to a maximum of \$1000 per academic year.

Reimbursement will apply only toward the cost of tuition, application fees, registration fees, lab fees, graduation fees, books, and any other course related fees except for parking fees and health insurance fees. Curriculum support fees for Massachusetts public colleges are considered a bona fide tuition expense.

The academic year is considered 9/1 – 8/31.

This benefit shall be administered in accordance with the provisions of UMASS Memorial Medical Center Policy #4022, effective August 15, 2005.

Work Schedules

Article 41

Section 1

A work schedule is the regularly scheduled hours of work for a nurse within the work week. The regular hours of work for full-time bargaining unit nurses is forty (40) hours per week unless the nurse is hired for, or agrees to, less hours.

Bargaining unit nurses whose budgeted hours of work are thirty (30) or more per week will receive full-time benefits and nurses whose budgeted hours of work are at least twenty (20) but less than thirty (30) will receive pro-rated benefits. The standard work week and standard pay period commence at 11:00 p.m. on Saturday and end at 10:59 p.m. the following Saturday. The standard workday begins at 11:00 p.m. and ends at 10:59 p.m. the following day.

Section 2 Posting of Work Schedules

Work schedules will be available for nurses to indicate their requests for time off. Assignments will be posted at least fourteen (14) days in advance of the start of the schedule. No changes to the assigned schedule will be made once it is posted except with the consent of the nurse. If a majority of nurses on a particular unit so request, the Employer will implement a method of scheduling in which the blank schedule is posted and, following the scheduling guidelines as established by the nurse manager, nurses will post their preferences for scheduled work and off days. Conflicts will be resolved by the nurse manager taking into account seniority and the operating needs of the unit.

Section 3 Weekends

Work schedules for part-time and full-time nurses (exclusive of per diems) shall include the obligation to work weekends. Each nurse is expected to work no more than every other weekend. Nurses working 12 hour shifts shall work every third weekend. Nurses who work a combination of 12 and 8 hour shifts shall work the number of weekends that corresponds to his/her weekend shift: 12 hour shifts on the weekend will be every third weekend; 8 hour shifts on the weekend will be every other weekend. Nurses in Home Health and Hospice, as of the effective date of the 2002 – 2004 Agreement, shall continue to work the number of weekends as is their practice. Any nurse hired into Home Health or Hospice after said effective date shall work no more than every other weekend. Nurses in Care Coordination shall work no more than every third weekend. A nurse who uses unscheduled leave for more than one (1) occurrence on his/her weekend to work may be required to work an additional weekend shift at the discretion of the nurse manager in order to make up this obligation. Nurses may be hired as weekend nurses. There will be no weekend obligation for nurses on a particular unit as long as that unit is not open on weekends. A rotational list by seniority will be maintained for nurses who agree to be released from working a regularly scheduled week-end shift.

Section 4 Holidays

Work schedules for part-time and full-time nurses (exclusive of per diems) shall include the obligation to work no more than every other holiday. Nurses working 12 hour shifts work every third holiday. Nurses in Care Coordination shall work no more than every third holiday. One Care Coordinator will now work on Thanksgiving Day, Christmas Day and New Year's Day. Nurses in Home Health shall work one (1) major holiday (Thanksgiving, Christmas, and New Years) and two (2) minor holidays per year. Nurses in Hospice shall work one (1) holiday per year. A nurse who uses unscheduled leave for more than one (1) shift on his/her holiday to work may be required to work an additional holiday in order to make up this obligation at the discretion of the nurse manager.

Section 5 Per Diem Nurses

Per diem nurses are those hired to work on an as-needed or availability basis. The Employer will not use per diem nurses in such a way as to cause the layoff of a regular full or part-time nurse, nor shall per diems be used in such a way as to avoid the recalling from layoff of a regular full or part-time nurse. Per diem nurses will normally be required to be available to work a minimum of four (4) shifts within a four (4) week time schedule, including one (1) weekend and one (1) off-shift. The four (4) shifts that a per diem nurse must be available to work will be available to the per diem nurse from the open shifts in the monthly schedule after full and part-time nurses have indicated their preferred schedule. Per diem nurses will be required to be scheduled to work two (2) holidays per year, one (1) summer holiday from Memorial Day, Independence Day, and Labor Day, and one (1) winter holiday from among Thanksgiving Day, Christmas Day, and New Year's Day. Failure of a per diem nurse to meet these work requirements may be the basis for disciplinary action, up to and including discharge. Per diem nurses will be paid at time and one half rate for all hours worked beyond their regularly scheduled shift.

Section 6 Temporary Downsizing of Staff

When the patient census in any unit drops to a level not requiring the scheduled staff, or when the UMMMC determines that a need exists, staff may be downsized on a temporary basis by doing the following:

- a) Release any agency/traveler nurse that may be scheduled on that unit.
- b) Per diem nurses working at the overtime rate will be cancelled.
- c) Regular staff working at the overtime rate will be cancelled, unless it is the nurse's regularly scheduled shift, which has become an overtime shift based on the nurse working a prior shift.
- d) Per diem nurses will be floated.
- e) Per diem nurses working extra shifts (in excess of four shifts) will be cancelled.
- f) Nurses working extra shifts will be offered a float assignment, in accordance with Article 14; if refused, they will be cancelled.
- g) Staff will be floated in accordance with the provisions of this Agreement.
- h) Nurses will be offered benefit time or unpaid time by seniority rotation.
- i) Per Diem nurses will be cancelled in rotation.

If a unit has a reduced census or an anticipated reduced census on weekends or holidays, staff who voluntarily request the day off, or staff scheduled off by the manager, will be released based on seniority by rotation and will generate a date on the appropriate rotation list. The holiday release rotation list and the weekend/weekday release rotation list will be maintained separately. Four (4) hours or more of release time will generate a date on the release rotation lists.

Section 7 Time and Attendance

Bargaining unit nurses are responsible for accurately recording and reporting all time and attendance. In the event of a nurse's unscheduled absence from work, the nurse is responsible for communicating with the Nurse Manager/ Supervisor at least two (2) hours prior to the start of the nurse's shift. In emergency situations beyond the control of the nurse where the nurse is unable to call within the two (2) hour period, the nurse will be required to call in as soon as possible.

Section 8 Overtime

- a. The overtime rate of pay shall be time and one-half of the employee's regular hourly rate of pay.
- b. Regular part-time and regular full-time nurses working standard schedules (8 hours or less per day) will be paid at one and one-half times their regular hourly rate for time worked beyond eight (8) hours on a workday.
- c. Regular part-time and regular full-time nurses who work a flexible schedule (more than 8 hours per day) will receive overtime pay for hours worked in excess of their daily hours; those who work less than eight (8) hours in a workday will be paid at their regular hourly rate for extra time worked up to eight (8) hours in a workday.
- d. Employees will be paid at the overtime rate of all hours worked over forty (40) in a work week. All hours paid as time worked, holiday pay, and time paid or subsidized for jury duty will be included in the calculation of eligible hours for the purpose of determining weekly overtime pay eligibility. Hours not worked but paid as vacation, earned time, sick pay, personal time, and bereavement pay will not be considered hours worked for the purpose of determining overtime pay eligibility.
- e. Daily and weekly overtime pay may not be pyramided or duplicated.

Section 9 Break and Meal Periods

- a. A one-half hour unpaid meal period shall be scheduled by the Charge Nurse as close as possible to the middle of an eight (8) hour shift considering the needs of patients, the UMMMC, and the needs of the nurse. Every effort will be made to allow the nurse to leave the work area for meals. Nurses, who must remain in the patient care area during the designated mealtime, as determined by the Charge Nurse, will be paid.

- b. A paid fifteen (15) minute rest break will be given in every four (4) hours of a scheduled work shift. Management and charge nurses will assign these breaks.

Section 10

When the UMMMC faces extraordinary, emergency staffing situations (i.e. DMAT deployment, reservist activation), the UMMMC will take the following steps in the specified order:

A. Meet with the Union to explore any voluntary proposals to meet patient care needs.

B. If there are no voluntary solutions, the UMMMC may make a temporary change in the work schedule of a bargaining unit R.N., provided the following conditions are met:

- 1) Involuntary changes are made by reverse seniority with rotation.
- 2) The affected nurse is provided 15 calendar days written notice.
- 3) The change will not affect any approved vacation time off.
- 4) The change will be limited to a 30 day period.

Section 11 Rotations

Rotations: Every attempt will be made to minimize rotation by recruiting full time and part time bargaining unit RNs to work specific shifts. Prior to involuntarily rotating regular staff, per diems and volunteers will be actively solicited by posting the needs list on the unit. To the extent that rotation is required, the UMMMC, consistent with patient care needs, will attempt to accommodate, in an equitable manner, individual bargaining unit RN's requests as to their rotation schedule.

Involuntary rotation will be assigned through inverse order of seniority, by rotation. A bargaining unit RN will be scheduled to rotate between their primary shift and one other alternate shift within a four (4) week time frame. Further, the UMMMC will schedule bargaining unit RN's so that they are not required to double back from evenings to days and to schedule two (2) consecutive days off after the night rotation.

Every attempt will be made not to schedule a staff RN to be rotated from her/his shift and replace her/him with a per diem nurse or a nurse working extra hours.

A nurse working a rotation will not be floated off her/his unit and will be offered the first opportunity for release during periods of reduced census.

Managers will submit their involuntary rotation schedules to the Staffing Board for review and for discussion about resolution.

Section 12

Operating room nurses will have a fifteen minute period at the beginning of their shift and a fifteen minute at the end of their shift as part of their regular work shift for the purpose of changing clothes.

Section 13

Bargaining unit RNs will be provided time during their regularly scheduled shift to complete all mandatory education, in-services and competencies.

Section 14 – Scheduling extra shifts beyond budgeted hours

Nurses within a unit may choose by majority any of the following options:

Option 1

The Manager/designee and/or units utilizing self implemented staff scheduling, will post on the schedule posting dates an "all needs" list in rotation; posting the first month on days, the second month evenings and the third month nights etc. Nurses signing up to fill a need will date and time their entry on the sign up sheet. Needs are filled by straight time/extra time on a first come first serve basis. For shifts beyond the designated needs list, nurses may sign up in the available column by designating what time they are available and if such availability would be at straight time or at an overtime rate. Should the need arise for these additional shifts, straight time availability will be offered first then overtime on the basis of the date and time the nurse made his/her entry. Per diems may sign up on the needs list seven (7) days after it is posted.

Option 2

The Manager/designee and/or units utilizing self implemented staff scheduling, after developing the schedule with all the required budgeted hours and per diem minimum required shifts will, prior to posting the schedule, distribute a list identifying all the additional needs to all RN members. Nurses interested in working such additional hour must submit in writing their preferences for availability in four (4) or eight (8) hour blocks by a posted deadline designated in advance by the Manager. Straight time availability will be awarded prior to overtime availability. The Manager will then distribute the confirmed available hours in four (4) and eight (8) hour blocks equitably based on seniority within each schedule. Per diems may sign up for additional hours after the schedule is posted.

Option 3

Units can utilize a process other than that described in option 1 or 2 if that process fairly and equitably distributes extra time among bargaining unit members. Such process must be jointly defined by bargaining unit members and Management and reviewed at Labor/Management for approval. Once approved, it will be distributed to the nursing staff and posted on the unit.

Worker's Compensation

Article 42

The Employer will insure each bargaining unit RN under the Massachusetts Worker's Compensation Statute. Continued health and dental insurance will be available to employees during the period of lost time. After fifteen (15) months, the employee contribution will be increased to 100% of the full premium.

Article 43

WAGES

MNA Memorial, Hahnemann, Home Health & Hospice RNs (including Per Diems)

A 1% across the board increase (ATB) applies to all steps and will be effective the first full shift beginning on or after 11:00 p.m. on 1/1/12

A 1.5% across the board increase (ATB) applies to all steps and will be effective the first full shift beginning on or after 11:00 p.m. on 1/1/13.

A 2% across the board increase (ATB) applies to all steps and will be effective the first full shift beginning on or after 11:00 p.m. on 1/1/14.

Step Movement

On their anniversary date:

Subcontracting

Article 44

The Hospital will not contract out bargaining unit work in core services areas. For the purposes of this Section, core service areas are defined as inpatient units, OR, PACU and the Emergency Department. Nothing herein shall limit the Hospital's right to use travelers, temporary/casual, agency and/or leaded nurses. This Section sunsets and automatically terminates at the expiration of this 2012-2015 Agreement.

Duration

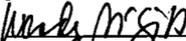
Article 45

This Agreement shall be for the period from January 1, 2012 through two years following the date of ratification, June 10, 2015, and the terms contained herein, except as otherwise indicated, shall become effective on the date of its execution by the parties. Should a successor Agreement not be executed by June 10, 2015, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached.

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

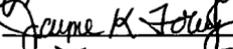
Massachusetts Nurses Association

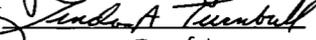

Julie Pinkham, RN, Executive Director


Wendy McGill, Associate Director

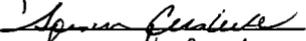










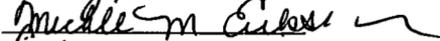


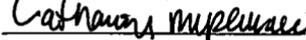












UMASS/Memorial Medical Center





**UMASS Memorial, Hahnemann, Home Health & Hospice RN's
Step Schedule**

		Year 1		Year 2		Year 3	
Previous Steps		Eff. 1/01/2012		Eff. 1/06/2013		Eff. 1/05/2014	
Step	Step Rate	Step	Step Rate	Step	Step Rate	Step	Step Rate
1	\$28.47	1	\$28.75	1	\$29.18	1	\$29.76
2	\$29.90	2	\$30.20	2	\$30.65	2	\$31.26
3	\$31.39	3	\$31.70	3	\$32.18	3	\$32.82
4	\$32.96	4	\$33.29	4	\$33.79	4	\$34.47
5	\$34.62	5	\$34.97	5	\$35.49	5	\$36.20
6	\$36.35	6	\$36.71	6	\$37.26	6	\$38.01
7	\$38.17	7	\$38.55	7	\$39.13	7	\$39.91
8	\$40.08	8	\$40.48	8	\$41.09	8	\$41.91
9	\$42.08	9	\$42.50	9	\$43.14	9	\$44.00
10	\$44.18	10	\$44.62	10	\$45.29	10	\$46.20
11	\$46.41	11	\$46.87	11	\$47.57	11	\$48.52
12	\$48.72	12	\$49.21	12	\$49.95	12	\$50.95
13	\$51.17	13	\$51.68	13	\$52.46	13	\$53.51
14	\$52.96	14	\$53.49	14	\$54.29	14	\$55.38
15	\$54.78	15	\$55.33	15	\$56.16	15	\$57.28
16	\$56.70	16	\$57.27	16	\$58.13	16	\$59.29
17	\$58.68	17	\$59.27	17	\$60.16	17	\$61.36

Previous Per Diem Rate: \$38.99
Eff. 1/1/12 Per Diem Rate: \$39.38
Eff. 1/6/13 Per Diem Rate: \$39.97
Eff. 1/5/14 Per Diem Rate: \$40.77

MEMORANDUM OF AGREEMENT

As a result of the negotiations leading to the Collective Bargaining Agreement between the MNA and UMASS Memorial Medical Center covering RNs at the Memorial, Hahnemann, and Home Health and Hospice campuses the following agreements were reached:

1. The parties agree that the Float provision of the Collective Bargaining Agreement specifying that there will be no involuntary intercampus floating will apply to the OR.
2. The OR Float Position agreed upon by the parties may routinely be assigned at both the Memorial and Hahnemann campuses and that assignment will not be considered a float.

For MNA:

John Barber
Judie Bromilton RN
Ryan O'Hara

For UMMC:

DP McCarty 7/19/07

MEMORANDUM OF AGREEMENT

The Massachusetts Nurses Association and the UMASS Memorial Medical Center hereby agree to the following with respect to bargaining unit nurses at the Memorial and Hahnemann campuses and Home Health Care.

The parties agree that new graduate nurses and nurses who transfer to a new specialty will not be required to float or be mandated to work overtime for a period of six (6) months from the date of hire or transfer.

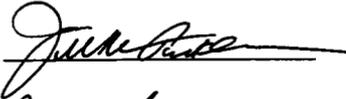
1. The six month restriction shall be waived or reduced upon mutual consent of the nurse and her/his manager;

OR

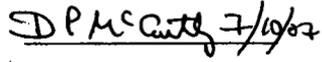
2. The six (6) month restriction shall be reduced where in the reasonable judgment of the manager a newly hired or transferred nurse with previous experience in the same specialty does not require six (6) months.

For MNA:

For UMMC





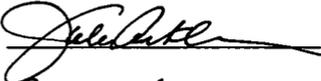


MEMORANDUM OF AGREEMENT

The Massachusetts Nurses Association and the UMASS Memorial Medical Center mutually commit to continue discussions to invest in career RN's who are looking to change career paths but may need additional training, i.e. case management, critical care or specialty areas.

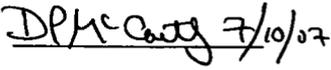
For the MNA:

For UMMC



Julie
Julie President RN


Lynn

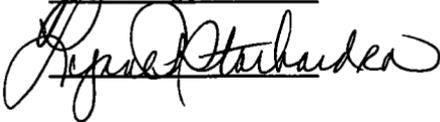


DP Mc Coy 7/10/07

MEMORANDUM OF AGREEMENT

The Massachusetts Nurses Association and the UMASS Memorial Medical Center agree that as soon as the KRONOS system is able to accommodate RN's not having to swipe out for lunch breaks, the change will be made. RN's will have to verify lunch breaks by another methodology to ensure accurate lunch break time reporting in accordance with Department of Labor guidelines.

For the MNA:


Julie Palk
Janie Bronshten RN
Janie Bronshten RN

Joseph Steinhilber

For UMMC

DPH County 7/10/07

MEMORANDUM OF AGREEMENT

The parties agree to meet within thirty (30) days from ratification to mutually work at issues surrounding payment of differentials during holidays, weekend and off shifts.

FOR MNA

Janice Morrison RN
Lyndee Stuchlik RN

FOR UMMC

DPK [signature] 7/10/07

Side Letter

Regarding Travelers

During the term of the Agreement the employer agrees that when making contract request for travelers, they will request nurses for days with rotation, weekends and holidays.

For MNA



J. Morrison RN

Lynne Stuchard RN

For UMMC



SIDE LETTER

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

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

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

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MNAMHH
Hospital Benefit Proposal #4

Employees of the Hospital who are represented by MNAMHH will be eligible to participate in the UMass Memorial Health Care 401(k) Plan, as outlined below.

UMass Memorial Health Care 401(k) Plan

Through the 401(k) plan, RN's may save on a pre-tax basis by contributing from 1% to 50% of salary up to the annual IRS dollar limit. The Hospital provides an employer match of 25 cents on every dollar contributed up to 4% of deferred compensation.

The Retirement Choice program will be discontinued effective upon ratification. Any RN who was hired between January 1, 2007 and ratification date, and who elected retirement benefits through the Retirement Choice program, will not be affected, and their retirement election, if any, will remain in effect. All elections under Retirement Choice are irrevocable. No RN may convert from the Defined Contribution Retirement Program to the Defined Benefit Retirement Program, or vice versa, at any time.

Employees of the Hospital who are represented by MNAMHH will be eligible to participate in the UMass Memorial Health Care Pension Plan.

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SIDE LETTER

Within six months of ratification of the parties' 2012-2015 collective bargaining agreement, the parties agree to create a joint committee to explore health care redesign. The committee will consist of up to three representatives of the Medical Center, the MNA co-chairs and one MNA representative.

UMMMC

MNA

SIDE LETTER

Within six months of ratification of the parties' 2012-2015 collective bargaining agreement, the parties agree to create an exploratory committee to discuss potential areas of joint bargaining. The committee will consist of up to six representatives of the Medical Center, one MNA representative, and the chairpersons of the Memorial and University bargaining units or their designees. This committee will terminate on the date of the opening of negotiations for a successor agreement.

UMMMC

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EXHIBIT A

TERMS YOU NEED TO KNOW

To fully understand how the Plan works, you will need to become familiar with the following terms:

Average annual earnings. Your average annual earnings is the average of your total earnings for the five consecutive calendar years (January 1 to December 31) when your pay was highest, or, if greater, the last 60 months of your employment with UMMHC. Average annual earnings does not include amounts earned in 2017 and later years.

Pensionable earnings. Generally, for periods of employment prior to January 1, 2017, your pensionable earnings include all compensation paid to you during the year, including amounts that you deferred into the 401(k) Plan, the Tax Sheltered 403(b) Plan, or that you elected as pre-tax employee contributions to other benefit plans. For periods of employment after December 31, 2016, your Pensionable Earnings equal your base rate of pay plus evening and night shift differentials for actual hours paid during the year. Pensionable earnings will not include any severance pay in excess of 8 weeks, termination pay, unused vacation pay, or deferred compensation or pay earned during a time when you are not an eligible employee. According to IRS regulations, the maximum compensation that can be taken into account for Plan purposes is \$245,000 for 2010. This amount is subject to change with inflation. Please contact Human Resources for additional information.

PLAN PAYMENT OPTIONS

Your normal retirement benefit under the Pension Plan is determined based on your average annual earnings, pensionable earnings after 2016, and your benefit service with UMMHC. The standard form of payment is a lifetime annuity. However, you may choose instead to receive your benefit in the form of a lump-sum payment.

Under federal pension law, your Pension Plan benefit will automatically be paid as a lifetime annuity instead of a lump sum unless you elect otherwise. If you are married, your annuity will be paid as a reduced 50% joint and survivor annuity under which, after your death, half of your reduced benefit will continue to your spouse for the rest of his/her life.

To elect a payment option other than the normal annuity form of payment, simply complete an election form at the time you want to receive payment. If you are married and you wish to elect the lump-sum payment or one of the other annuity

options, your spouse must consent in writing to this election, as witnessed by a Plan representative or a notary public. Payment election forms are available in Human Resources.

<u>LUMP SUM OPTION</u>	<u>LIFETIME ANNUITY OPTION</u>
<u>With the lump sum option, your Plan benefit is available to you for reinvestment or other use.</u>	<u>With the lifetime annuity option, you receive monthly payments for a certain period of time, depending on the annuity option you choose.</u>
<u>The formula for calculating a lump-sum benefit at normal retirement is:</u>	<u>The formula for calculating a lifetime annual annuity at normal retirement is:</u>
<u>For employment prior to January 1, 2017</u> \$380	<u>For employment prior to January 1, 2017</u> \$43.20
Plus	Plus
<u>11% of your average annual earnings in excess of \$6,600</u>	<u>1.25% of your average annual earnings in excess of \$6,600</u>
Times	Times
<u>Your years of benefit service as of December 31, 2016 (up to 30 years)</u>	<u>Your years of benefit service as of December 31, 2016 (up to 30 years)</u>
Plus	Plus
<u>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service.</u>	<u>For each calendar year of employment after December 31, 2016 during which you earn a year of benefit service</u>
<u>11% of your pensionable earnings for that calendar year.</u>	<u>1.25% of your pensionable earnings for that calendar year.</u>

EXAMPLE

For example, let's assume that:

- You retire at the end of 2019
- You receive your benefit at age 65
- You have 30 years of benefit service as of December 31, 2016
- Your average annual earnings on December 31, 2016 equal \$135,000
- Your pensionable earnings for 2017, 2018, 2019 are \$127,500, \$128,000 and \$130,000 respectively

LUMP SUM OPTION

Your lump-sum payment would equal \$477,547, determined as follows:

For employment prior to January 1, 2017

\$380	\$380
Plus 11% times \$128,400	+14,124
Equals	\$14,504
Times 30 years of benefit service	_____X30
Subtotal	\$435,120

For employment after December 31, 2016

2017: 11% times \$127,500	\$14,025
2018: 11% times \$128,200	14,102
2019: 11% times \$130,000	14,300
Subtotal	\$42,427

Total lump-sum \$477,547

LUMP SUM OPTION

Your lifetime annuity benefit (paid monthly) would equal \$1,147.38, determined as follows:

For employment prior to January 1, 2017

\$43.20	\$43.20
Plus 1.25% times \$128,400	+1,605.00
Equals	\$1,648.20
Times 30 years of benefit service	_____X30
Subtotal	\$49,446.00

For employment after December 31, 2016

2017: 1.25% times \$127,500	\$1,593.75
2018: 1.25% times \$128,200	\$1,602.50
2019: 1.25% times \$39,200	+1,625.00
Subtotal	\$4,821.25

Total lifetime annual annuity \$54,267.25

Divided by 12 months ±12

Total lifetime monthly annuity \$4,522.27

Of course, your normal retirement benefit will depend on your average annual earnings, pensionable earnings after 2016 and benefit service at the time you retire. In addition, your benefit will be reduced if you decide to receive benefits before age 65.

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