

Agreement

between

The University of Massachusetts
Medical School

and

Massachusetts Nurses Association

April 1, 2009 – June 30, 2011

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SECTION I

ARTICLE I

Preamble

This Agreement is made and entered into by and between the University of Massachusetts Medical School hereinafter referred to as "UMMS" and the Massachusetts Nurses Association hereinafter referred to as the "Association." Its purposes are the promotion of harmonious relations between the UMMS and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment thereby contributing to the delivery of high quality nursing care and the continuing development of an educational and medical institution of highest quality. This is a public policy mandate which binds the parties.

ARTICLE II

Recognition

Section 2.01 – General Recognition: The UMMS recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and other terms and conditions of employment for the regular full-time and regular part-time bargaining unit RNs listed in Appendix A at the University of Massachusetts Medical School at its Worcester locations:

- a. Worcester State Hospital, Psychiatric Treatment Center (PTC) and Transitions IRTP
- b. Westboro State Hospital, Adolescent Psychiatry Units and Connections (formerly IMPACT) BIRT (BIRT)

and excluding managerial employees, supervisory employees, confidential employees and temporary/casual employees within the meaning of Chapter 150E of the Massachusetts General Laws, students and all other employees of the University.

Upon request by the Association, the UMMS will routinely notify the Association of new Medical School work sites employing nurses potentially covered by this Agreement. The parties may then apply Article 2.03.

Section 2.02 – Temporary/Casual Employees: If the parties disagree over whether any individual is a temporary/casual employee, that dispute may be submitted by either party to the Massachusetts Labor Relations Commission (MLRC) for resolution, but may not be submitted to the grievance and arbitration procedure for the purposes of determining such individual's employee status.

Section 2.03 – New Classifications: Should any new classification(s) be added to the workforce, the UMMS shall determine if such new classification(s) shall be added to the bargaining unit. If the Association disagrees with the UMMS' determination, the matter may be referred to the MLRC by the Association with a request that the MLRC make a determination by which the parties will be bound.

Section 2.04 – Part-Time Bargaining Unit RNs: Permanent part-time bargaining unit RNs hired for less than 0.5 FTEs shall be part of the bargaining unit, but shall not be eligible for pro-rata fringe benefits provided for in this agreement.

Section 2.05: The UMMS will advise all new bargaining unit RNs at the time of employment that the Association is their bargaining representative and will notify the Association, in writing, monthly, of the name, classification and date of hire of each bargaining unit RN. The UMMS will notify the Association, in writing, quarterly, of the addresses of each bargaining unit RN.

ARTICLE III
Union Security
Dues/Agency Fee Check off

Section 3.01: The Association shall have the exclusive right to the check off and transmittal of Association dues on behalf of each bargaining unit RN.

Section 3.02: A bargaining unit RN may consent in writing to the authorization of the deduction of normal periodic Association dues from her/his wages on a biweekly basis, in an amount equal to 1/26 of the regular annual dues charged by the Association, as a condition of membership, and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the UMMS and shall bear the signature of the bargaining unit RN. A bargaining unit RN may withdraw her/his Association dues check off authorization by giving at least sixty (60) days' notice, in writing, to the Human Resources Office.

Section 3.03: A bargaining unit RN may consent, in writing, to the authorization of the deduction of an agency fee from her/his wages, on a biweekly basis, in an amount equal to 1/26 of the annual agency fee charged by the Association, as a condition of membership, and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the UMMS and shall bear the signature of the bargaining unit RN. A bargaining unit RN may withdraw her/his agency fee authorization by giving at least sixty (60) days' notice, in writing, to the Human Resources Office.

Section 3.04: The UMMS shall deduct dues or an agency fee from the pay of the bargaining unit RNs who request such deduction in accordance with this Article and transmit such funds in accordance with department policy as of July 1, 1977, to the Treasurer of the Association, together with a list of bargaining unit RNs whose dues or agency fees are transmitted, provided that the UMMS is satisfied by such evidence that it may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Employer for

the faithful performance of her/his duties, in a sum and with such surety or securities as are satisfactory to the UMMS.

Section 3.05 – Agency Fee: 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 this Agreement, whichever is later, a service fee to the Association in an amount determined by the Association that is equal to or less than the amount of the Association's normal periodic dues required to become and remain a member in good standing, as provided in the Massachusetts General Laws, Chapter 150E, Section 12, and the rules and regulations pursuant thereto.

Section 3.06: This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit RNs present and voting.

Section 3.07: The Association shall reimburse the UMMS 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 3.08: Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the UMMS to pay such service fee on behalf of any employee. If the arbitrator decides that the employee has failed to pay or authorize payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment to such employee, if the employee continues to refuse to pay or authorize payment of the required service fee, after having sufficient time to do so.

Section 3.09: It is specifically agreed that the UMMS assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Fee Article, and the Association hereby agrees it will indemnify and hold the UMMS harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the UMMS.

ARTICLE IV

Association Business

Section 4.01 – Association Representation: Association staff representatives shall be permitted access at reasonable times to the premises of the University of Massachusetts Medical School for the performance of official Association business, provided that there is no disruption of

operations. Requests for such access will be made in advance. The Association will furnish the University of Massachusetts Medical School with a list of staff representatives.

Section 4.02 – Bulletin Boards: The Association may post notices on a readily-accessible bulletin board. All notices shall be on Association stationery, signed by an official of the Association or officer of the local unit and shall only be used to notify bargaining unit RNs of matters pertaining to Association or professional nursing affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene, or defamatory of the Commonwealth, the University of Massachusetts Medical School, of their representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 4.03 – Association Orientation Time: One-half hour of the new bargaining unit RN's orientation time will be allotted for an Association representative to discuss the Association's representative status and the bargaining unit RN's rights and responsibilities under the collective bargaining process. The name of the Association representative shall be provided in advance to the UMMS.

Section 4.04 – Association Leaves of Absence:

- a) Leaves of absence without loss of wages, benefits or other privileges to attend meetings and conventions related to collective bargaining or Association business of the state and parent organizations may be granted to the Association officers, unit chairpersons, representatives and elected delegates of the Association. 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 weeks' notice will be given to the Nurse Director/Nurse Manager/designee. Such leave will require prior approval from the Chancellor or designee. Requests for such time off shall not be unreasonably denied.

The Association will furnish the UMMS with a list of all Association officers which will be updated as changes occur.

- b) Association leaves of absence will be coded in payroll logs separately from educational leave.

Section 4.05 – Attendance at Hearings: Representatives and officers of the Association may be granted a leave of absence without loss of pay to attend hearings before the Legislative and State agencies concerning matters of mutual importance to the Association and the UMMS. Such leaves will require prior approval of the Chancellor or designee, but shall not be unreasonably denied.

Section 4.06 – Association Use of Premises: The Association may be permitted to use the facilities of the UMMS for the transaction of Association business subject to appropriate

compensation, if required by law. Prior approval must be obtained from the Chancellor or designee, but such approval shall not be unreasonably denied.

The UMMS will provide the Association locked bulletin boards.

This Section shall not be interpreted to grant a bargaining unit RN the right to carry on Association business during her/his working hours, not granted elsewhere in this Agreement.

Section 4.07 – Release Time: UMMS will provide paid release time for up to three (3) MNA members to attend collective bargaining sessions subject to the operating needs of the units.

ARTICLE V

Professional Issues

Section 5.01 – Nursing Committees: Openings in the following committees and any new committee openings for bargaining unit RN membership shall be posted in conspicuous locations for a period of two (2) weeks:

1. Council on Professional Development (combination of the former Council on Education and Research and Council on Professional Issues)
2. Council on Nursing Practice
3. Pharmacy/Nursing Committee
4. Psychiatry Nursing Practice Committee
5. Oncology Nursing Practice Committee
6. Unit Based Shared Governance Committee
7. Staffing Advisory Committee

Bargaining unit RNs shall have the opportunity to volunteer for membership on these committees by making a written request to the Chair of the Council or Committee of interest to them. The Chairperson shall select the members and notify the Association Chairperson, in writing, of the bargaining unit RNs selected. Every effort will be made to provide all nursing staff the opportunity to participate in all Councils and Committees.

Section 5.02 – Labor/Management Committee: In an effort to provide further means for productive employee relations, a Labor/Management Committee shall continue as a standing committee. The Committee shall consist of up to two (2) representatives designated by the Employer. Others may be designated by the Employer, if needed, for specific issues, and up to three (3) MNA members as designated by the MNA.

The Committee shall meet at reasonable intervals at the request of either party for the purpose of discussing the general application of this Agreement and other matters of mutual concern, including, but not limited to, nursing practice and quality of care issues.

Section 5.03 – Non-Professional Tasks:

- (a) All bargaining unit RNs covered by this Agreement shall not be required to perform duties which are inappropriate to their respective professional discipline.
- (b) In lieu of Steps 1 and 2 of the Grievance Procedure, as found in Article XIII, disputes arising from the foregoing Section 5.03(a) will be referred to a six (6) member ad hoc committee which will consist of three (3) members from and named by the Association and three (3) members from and named by the UMMS.

The committee shall attempt, within thirty (30) days, to resolve the complaint. The thirty (30) days may be extended by mutual consent of the parties. If, however, no satisfactory resolution is found, the dispute, in the form of a grievance, will proceed to Step 3 of the grievance procedure for further processing pursuant to Article XIII.

Section 5.04 – Staff Development:

- (a) The UMMS will provide a planned orientation program for each new bargaining unit RN. Additionally, the UMMS will provide, at no program cost, no fewer than four (4) continuing education programs annually of at least .5 CEUs, each which shall be open to bargaining unit RNs. Attendance at all programs must be documented.
- (b) The UMMS and the Association encourage participation in job-related workshops and educational programs. A minimum of sixteen (16) hours' paid time off will be provided to each bargaining unit RN who requests to attend an educational program related to their area of practice. Such requests must be submitted in a timely fashion and will be granted subject to staffing and budgetary considerations.
- (c) The parties hereby agree that all tuition remission and tuition waiver benefits which are in administrative control of the UMMS shall continue in effect for the life of the Agreement. The specific policies applicable are Human Resource Policy pp 86-000 DE5 Tuition Remission, pp 86-000 DE6 Tuition Assistance and pp 86-000 DE7 Tuition Waiver.

Section 5.05 – Nursing Practice:

SubSection 1 – Delegation of Nursing and Non-Nursing Activities: No bargaining unit RN shall be required or directed to delegate nursing activities to other personnel in a manner that is inconsistent with the judgment of a reasonable and prudent nurse. Likewise, no bargaining unit RN shall be required to delegate activities contrary to the Massachusetts Nurse Practice Act or the Code of Massachusetts Regulations, 244 CMR Board of Registration in Nursing Sec. 305 (1993) or any regulation of the Massachusetts Board of Registration in Nursing and the standards of the Joint Commission on Accreditation of Healthcare Organizations.

SubSection 2 – Supervision and Professional Responsibility: It is understood and agreed that management personnel will not normally be assigned to perform work assignments regularly and customarily performed by bargaining unit RNs. The UMMS will not assign professional nursing duties to other classifications of employees. An RN manager will be assigned to give direction regarding standards of nursing practice and professional responsibility and accountability to oversee the RN's delivery of patient care.

Bargaining unit RNs are not expected to be responsible for supervisory functions with respect to other employees or nurses including, but not limited to, the ability to hire, transfer, suspend, lay off, recall, promote, discharge, reward, discipline or adjust their employment grievances.

Routine monitoring, clinical guidance and professional direction of employees to whom bargaining unit RNs delegate nursing tasks or assign professional responsibilities will not be considered supervisory work.

The individual bargaining unit RN has the autonomy to delegate (or not delegate) those aspects of nursing care the bargaining unit RN determines appropriate, based on her/his assessment of the patient's needs or condition(s) and the skill level of the unlicensed personnel. Written credentials and competencies of unlicensed personnel will be kept current and maintained in an area readily available to the bargaining unit RN in each of the nursing care areas.

SubSection 3 – Changes in the System for Delivery of Care: In the event the UMMS plans to implement any change in the working conditions of bargaining unit RNs, 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 bargaining unit RNs, including any changes in unit based skill mix.

The UMMS 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.

SubSection 4 – Philosophy of Patient Care Redesign: The philosophy of patient care redesign is to develop a system which will allow us to provide the best quality of care in the most efficient manner possible.

The bargaining unit RN is the hub of the wheel coordinating the care of patients. It is not our intent to alter the mix by reducing our bargaining unit RN care providers. The mix might be altered as we add support personnel to the number of direct care providers.

Leadership emanating from RNs is central to the success of quality patient care.

Section 5.06 – Floating: In an effort to minimize the floating of bargaining unit RNs from one unit to another, the UMMS will continue to make every effort to fully staff every unit through permanent assignments. In addition to full staffing of every unit, the UMMS will develop a Float Pool to compliment the nursing staff. The composition and size of such a Float Pool will be determined by the UMMS. The UMMS will make every effort to utilize such float pool and/or per diem staff prior to its floating a bargaining unit RN. When this is not possible and where there are insufficient nurses in the float pool to meet the needs of a particular unit, the UMMS may require floating in accordance with the following floating procedure. All nurses who have successfully completed their orientation (i.e., core, nursing unit specific for their assigned unit, as well as complete and current orientation to the unit to which the UMMS wishes the nurse to float) may, at the reasonable discretion of the UMMS, be required to float.

Any permanently assigned nurse will receive only one full assignment on one unit for their scheduled shift, unless the nurse is returned to her or his permanently assigned unit.

There will be no floating on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas unless there is an unforeseen staffing emergency.

Any RN in a continuing care unit who has completed her/his probation, including an orientation to A1 and A2, is considered to be completely and currently oriented to both A1 and A2. No additional orientation will be required for RNs to work on either A1 or A2.

Newly hired nurses will not be floated prior to six (6) months of employment.

(a) Section 5.07 – Resource Nurse: Each bargaining unit RN on a patient care unit will be evaluated by the Nurse Manager or Nurse Director/designee within one (1) year of hire to determine readiness and capability to assume the resource nurse role. A unit-based orientation will be provided for those bargaining unit RNs selected. The position of resource nurse will be provided by a staff nurse. Those who are determined capable and ready will be given an orientation to the role of Resource Nurse. The practice of permanent clinical resource nurse may continue. Any additional resource programs will be reviewed at Labor/Management meetings. The resource nurse assignment will be rotated equitably among those bargaining unit RNs eligible and oriented and will be assigned on a posted schedule. The overall responsibility of the Resource Nurse is to coordinate the activities of a unit, area, or floor, and may include, but is not limited to, the following duties:

1. Make patient care assignments and assignment of other tasks as appropriate and required.
2. Assign admissions to coordinate patient flow.
3. Re-adjust assignments to coordinate patient flow.
4. Share with the Manager/Supervisor the needs/excesses/if any in staffing for the unit.

5. Will share responsibility with the RN or other licensed personnel on the unit in reporting on and documenting any serious incidents to Nurse Manager, Nurse Director/designee or Nursing Supervisor.
6. Give an overview of unit climate including any significant patient issues to the on-coming Resource Nurse, Nurse Manager or Nursing Supervisor. Resource duty shall not include evaluations or discipline of any staff members.

Once designated as Resource Nurse, the bargaining unit RN shall receive the differential for all worked from that point until the end of their scheduled shift. The Nurse Manager or Nurse Director/designee may assign a second Resource Nurse. All other units, subsections, shifts shall assign Resource according to the above language.

- (b) Section 5.08 – Nurse Preceptor: Each bargaining unit RN on a patient care unit will be evaluated by the nurse manager or nurse director/designee within one year of hire to determine readiness and capability to assume the nurse preceptor role. A unit based orientation with defined competencies will be provided for those bargaining unit RNs selected. The need for the preceptor nurse role will be decided by the nurse manager, nurse director or her/his designee. The nurse preceptor assignment will be rotated equitably among those bargaining unit RNs eligible and oriented. Overall conditions on the unit, as well as the preceptor's assignment, will be considered when assigning the role of the preceptor. The preceptor role is also to cover students, as well as regular staff, except when faculty is available to the student and staff is only acting as "buddy." Orientation to role of preceptor is considered hours worked. A bargaining unit RN assigned, in writing, the duties of the preceptor will receive \$1.50 per hour worked as assigned

Section 5.09 - Equipment and Supplies: UMMS and the Association are both committed to continually evaluating and improving patient care through on-going assessment and allocation of appropriate resources including medical supplies and equipment. Bargaining unit RNs are encouraged to identify and communicate equipment and supplies and associated training needs to unit nursing leadership, then program leadership, and finally to Labor-Management. Such discussions will be documented in a mutually agreed upon format.

Introduction of any and all new equipment related to patient care will include staff training on operation.

This provision is not intended to limit management's right to determine the quantity and type of equipment to be used in its operation.

ARTICLE VI

Workweek and Work Schedules

Section 6.01 – Scheduled Hours, Workweek, Workday:

- A) The regular hours of work for full-time bargaining unit RNs shall be forty (40) hours per week and eight (8) hours per day, unless a bargaining unit RN is hired for or agrees to other hours, excluding meal periods.

The UMMS will continue to endeavor to grant each bargaining unit RN every other weekend off and will ensure that each bargaining unit RN shall be granted 26 weekends off per calendar year. This shall not apply to those bargaining unit RNs hired to work weekends or who have requested additional weekends.

Day shifts are those which begin between 6:00 a.m. and 10:29 a.m. Evening shifts are those which begin between 10:30 a.m. and 6:59 p.m. Night shifts are those which begin between 7:00 p.m. and 5:59 a.m.

B) Flextime Schedules:

- a) Flextime is any schedule not solely made up of eight (8) hour shifts. All bargaining unit RNs who work flex time shall sign an agreement indicating that they will work this position.
- b) The Nurse Manager or Nurse Director/designee and nursing staff or any unit may investigate the implementation, revision or elimination of flextime scheduling on their unit.
- c) The Nurse Manager or Nurse Director/designee determines the number and hours of regular and flextime shifts required to meet the patient care needs of the unit. If in the judgment of the UMMS, scheduling is unsatisfactory or patient care needs are not being met, a Nurse Manager or Nurse Director/designee may eliminate flextime scheduling after six (6) weeks written notice to the affected nursing staff after review with Labor Management Committee.
- d) The Association will review any flextime scheduling plans prior to initiation, modification or elimination to insure that the collective bargaining agreement is being applied to these plans. This can be done at the Labor/Management meeting.

1. Flextime Schedule Specifics:

- a) Sixteen (16) hour shifts are not regularly scheduled and/or utilized.
- b) Overtime: Bargaining unit RNs working flextime work schedules shall be compensated at a rate of time and one-half for all hours worked in excess of forty (40) hours in a given week. In addition, overtime rates shall apply to hours worked which are in excess of her/his scheduled flextime shift of at least eight (8) hours.

- c) Weekend: Management will endeavor to schedule bargaining unit RNs on flextime schedules to work every third weekend.

Holidays: see Article 8.08.

Section 6.02 – Work Schedules: (a) The work schedules of bargaining unit RNs shall be posted at least fourteen (14) days in advance of the beginning of each schedule, on a bulletin board at each work location, or otherwise made available to bargaining unit RNs and unit representatives.

(b) When the UMMS desires to change the work schedule of a bargaining unit RN, the affected bargaining unit RN shall be given at least five (5) business days' notice of such contemplated change, except when, in the judgment of the Nurse Manager or Nurse Director/designee, staffing requires immediate scheduling adjustments or in the case of emergency involving the health and safety of those persons whose care and/or custody have been entrusted to the UMMS or involving the protection of the property of the UMMS. All changes made according to this subsection which are not mutually agreed to by the bargaining unit RN and the Nurse Manager or Nurse Director/designee will be reviewed at the next following Labor/Management meeting.

(c) All schedule changes shall require the prior notification of Management. RNs shall endeavor to give three (3) days notice. Management shall approve said changes unless there is a problem regarding the skill mix of the RNs on the effected shift.

(d) Notwithstanding the provisions at 9.03, 9.06, 10.01(d) and 10.01 (i), when the UMMS determines that a need exists, by mutual agreement between the UMMS and the bargaining unit RN, a bargaining unit RN may be put on leave of absence without pay for a maximum of 112 hours per calendar year with no loss of benefits.

(e) When the census drops to a level not requiring the scheduled staff or the UMMS determines a need exists, staff may be downsized on a temporary basis according to the following:

1. Active Section 5.06.
2. All scheduled time and one-half overtime will be canceled.
3. Staff will be offered benefit time and staff will then be floated to supplement this benefit time.
4. All extra time shifts will be canceled.
5. All per diems will be canceled.

If a shift is cancelled, then the bargaining unit RN will receive notice prior to the cancelled shift as follows:

Day shift 1 hour
Evenings/Nights 1.5 hours

Night Shift 2.5 hours

If the above time constraints are not met to contact a nurse when canceling a shift, then the nurse shall be paid two (2) hours at regular pay. If the nurse reports to work, or begins an additional shift, then at the Managers discretion, he/she shall work four (4) hours of the shift or be paid for the same.

Once a nurse is scheduled on the posted time for an extra shift beyond his/her committed hours, he/she shall find a replacement if he/she needs to cancel a shift. In the event of an emergency/illness, the nurse shall not be responsible to find his/her replacement.

Once RNs have switched shifts, the responsibility of the said shift shall fall to the RN responsible for working the agreed upon shifts(s) after the switch.

See 6.01 A for specific work schedules.

(f) All time requests must be submitted in a timely manner (by posted request date), and will be considered equal, regardless of type of time off requested (i.e., day off, vacation, personal, holiday, etc.) Managers determine whether there is time available and if this time can be accommodated within the unit. Conflicts will be resolved by bargaining unit seniority.

Regular part-time staff will have their schedule requests for additional time granted prior to the scheduling of Per-Diem nurses. Once a unit schedule is posted and additional hours need to be filled, they will be offered as follows:

RNs

(a) Part-Time RNs A1 on unit
A2 off unit

(b) Per-Diem RNs

(c) Full-Time RNs

Section 6.03 – Time and Attendance Records: Bargaining unit RNs are responsible for recording and reporting all time and attendance within the agreed-upon system. In the event of a bargaining unit RN's absence from work, the bargaining unit RN is responsible for communicating with the Nurse Manager or Nurse Director/designee in a timely manner to indicate the appropriate benefit time to be utilized.

At no time is one employee other than the Nurse Manager or Nurse Director/designee authorized or allowed to record or alter the time and attendance of another employee.

Any such action will be considered grounds for disciplinary action as outlined in the Disciplinary Action Article (Section 14.01).

Section 6.04 – Overtime:

- (a)
 - 1. Overtime (OT) rate at time and one-half applies to authorized hours worked beyond the bargaining unit RN's regularly scheduled shift of at least eight (8) hours in a day or over 40 hours in a week.
 - 2. OT applies for hours worked beyond scheduled shift of at least eight (8) hours in a 24-hour period (7a-7a).
 - 3. OT applies beyond scheduled flextime shifts ($>8 \leq 12$).
 - 4. OT applies to continuous hours beyond scheduled shift of at least eight (8) hours.
 - 5. Bargaining unit RNs who work an additional shift beyond their regular schedule, shall be paid the rate applicable to that shift (ex: straight rate for a 12-hour flex shift).
 - 6. Hours worked over 40 in a week shall be paid at an OT rate of time and one-half.
 - 7. There shall be no pyramiding of OT.
 - 8. Differentials are applied as appropriate on an hours-worked basis. Applicable differentials can include shift, weekend, preceptor and resource differentials.
 - 9. Bargaining unit RNs working flextime work schedules shall be compensated at a rate of time and one-half for all hours worked in excess of forty (40) hours in a given week. In addition, overtime rates shall apply to hours worked which are in excess of her/his scheduled flextime shift of at least eight (8) hours.
- (b) Compensatory time off in lieu of pay for overtime work shall be granted to bargaining unit RNs in those areas where a program exists.

A program for compensatory time off in lieu of pay for overtime (OV1 or OV2) will be utilized according to the following guidelines:

- 1. The comp time is made available to all bargaining unit RNs within the patient care unit.
- 2. The bargaining unit RN and the Nurse Manager or Nurse Director/designee must mutually agree to the receipt of comp time for overtime payment unless defined differently within a specific department's program.

3. The use of comp time must be approved in advance by the Nurse Manager or Nurse Director/designee.
4. No more than a total of 16 hours of comp time may be on the record at any given time. Excess of 16 hours must be paid out.
5. The bargaining unit RN's pay stub will note the actual hours available.

Units may participate in the compensatory time off program after review and discussion by the Nurse Manager or Nurse Director/designee and staff and presentation of a plan to the Labor/Management group.

- (c) All time for which a bargaining unit RN is on full-pay status, such as vacation, personal, holiday comp or paid educational leave shall be considered time worked for the purposes of calculating overtime compensation, except that sick leave and/or compensatory time will not be counted for purposes of such overtime calculations.
- (d) Overtime shall be distributed equitably and impartially among persons in each work location who ordinarily perform such work in the normal course of their workweek.
- (e) The provisions of this Section shall not apply to bargaining unit RNs on full-travel status.
- (f) When two (2) or more RNs are scheduled to work time and one-half overtime on a unit and one is to be cancelled, the cancellation will be determined according to the continuously revolving seniority list starting from the least senior ascending to the most senior.
- (g) A bargaining unit RN who agrees to work overtime on her/his own unit will not be floated unless mutually agreed upon by the bargaining unit RN and the UMMS.
- (h) Mandatory Overtime:
 1. UMMS 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, UMMS 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, UMMS shall request coverage from its per diem nurses and nursing agencies.
 2. If, after following the process outlined in paragraph 1, additional help is still needed to cover patient care, UMMS 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.

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 nurses on the unit. Overtime shall be assigned to an off-going shift nurse in accordance with the unit list.
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.
5. No nurse shall be required to work overtime more than eight (8) times in a calendar year.
6. Following every occurrence of overtime worked under paragraph 2, above, an occurrence report documenting the time of calls and responses and the details of all other efforts made by UMMS, 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 Vice President for Patient Care Services 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.
7. Any grievance submitted 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.
8. The changes resulting from the implementation of this proposal would require an implementation period of one hundred twenty (120) days from date of ratification.

(I) Extra Time/Overtime Agreement

Individuals who request to work four (4) hours beyond or just prior to their scheduled eight (8) hour shift, who are less than forty (40) hours, and submit that request prior to the posting of the schedule, will be paid at a straight time rate. After the schedule has been officially posted, and an individual requests to work an available four (4) hours just prior to or beyond their scheduled shift, who are less than forty (40) hours, will be paid at a rate of time and one half. Individuals who request to work additional hours and shifts on days they are not scheduled, who are less than forty (40) hours, will be paid at a straight time rate. (leased only)

Section 6.05 – Meal Periods: A one-half hour unpaid meal period shall be scheduled by the Nurse Manager or Nurse Director/designee as close as possible to the middle of an eight (8) hour shift, considering the needs of patients, the UMMS and the needs of the bargaining unit RN. Every effort will be made to allow bargaining unit RNs to leave the work area for meals. Bargaining unit RNs who must remain in the patient care area during the designated mealtime, as determined by the Nurse Manager or Nurse Director/off-shift coordinator, will be paid.

Section 6.06 – Rest Periods: A bargaining unit RN working at least eight (8) hours in a shift may take a rest period of a maximum of 15 minutes in each on-half of the shift, considering

the needs of patients and the UMMS. For shifts extending beyond eight (8) hours, an additional 15-minute rest period may be provided for each additional four (4) hours worked. The Nurse Manager, Nurse Director/designee shall make a reasonable effort to permit such breaks.

Section 6.07 – Call:

A. It is not the intent of the UMMS to use on-call RNs on a routine basis to cover non-emergent cases. Each time a bargaining unit RN is called back to work, it will be considered a separate event. For each such event, the RN will be compensated with four (4) hours of pay at time and one-half. Appropriate differentials will be paid for all hours paid. Time and one-half rate applies for all RNs (full and part-time).

Section 6.08 – Stand-by (On-Call) Duty: All bargaining unit RNs scheduled on-call/stand-by are covered by this section. Bargaining unit RNs called back will work only in the area where scheduled for on-call.

(a) Restricted Call: The bargaining unit RN scheduled for restricted call remains on the UMMS premises. Restricted call can only be determined as necessary by the Nurse Manager, Nurse Director/designee. During restricted call, the bargaining unit RN will receive the regular hourly work rate. When the bargaining unit RN begins an assignment, she/he will receive the regular rate of pay plus appropriate differentials for hours worked. Overtime rates for hours worked will be paid, if applicable.

(b) Beeper Call (Non-Restricted Call):

1. The bargaining unit RN scheduled for non-restricted call shall carry a beeper and shall be available to be called into work. Bargaining unit RNs must be able to report back to work within 30 minutes. This time period may be extended by mutual agreement. Bargaining unit RNs are responsible for ensuring that beepers provided by the UMMS are returned to the UMMS in a timely manner. Report back time for the PACU will be within one (1) hour. (leased only)

2. Non-restricted call work hours begin when the bargaining unit RN arrives at UMMS and signs in accordingly and ends at the end of the fourth hour or when the bargaining unit RN signs out. During non-restricted call, the bargaining unit RN shall receive an hourly rate of \$4.00. (leased only)

(c) Call Back:

1. With mutual agreement of the bargaining unit RN and the nurse manager or designee, the RN will have the option of one (1) of the following two (2) scenarios:

- a. the use of sleep time described below (Section 6.08c 2), or
- b. at least eight (8) hours off between completion of an on-call event and return to complete her/his next scheduled shift without loss of pay.

2. Sleep Time Option: Bargaining unit RNs called back during the 11pm – 7am shift and scheduled to work the immediately following day shift shall receive sleep time hours equal to actual hours worked. These hours must be taken during the day immediately following the call back time worked. The sleep hours may be taken at either the beginning or the end of the scheduled shift as determined by mutual agreement between the bargaining unit RN and the nurse manager/designee.

3. A bargaining unit RN who, after working a full shift, is on stand-by duty 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, said 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 stand-by duty immediately following the shift and is informed by the Employer that she/he should remain on duty due to an imminent patient arrival will receive call back pay.

4. Delayed Start Time:

Condition #1: When a bargaining unit RN has worked a 10 or 12-hour shift prior to being on-call, all hours called back between 7 p.m. and 11 p.m. will be counted toward delayed start time.

Condition #2: When a bargaining unit RN has worked an 8-hour shift or less, or has had a day off prior to being on-call, the hours called back between 9 p.m. and 11 p.m. will be counted toward delayed start time provided that the call back time continues until 1 a.m.

ARTICLE VII

Salary Rates/Differentials

Section 7.01: The salary rates of bargaining unit RNs are set forth in the Appendices of this agreement which is attached hereto and hereby made a part of this agreement.

Section 7.02: A regular part-time bargaining unit RN shall be entitled to the provisions of this Article in the proportion that her/his service bears to full-time service.

Section 7.03: The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Laws, Chapter 150E, Section 7, and allocated by

the Governor to the University, in which case the cost items shall be effective on the date provided in the Agreement.

Section 7.04: The UMMS shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the funding requested by the above Section is not provided, the cost items shall be returned to the parties for further bargaining.

Section 7.05: Shift Differential: In accordance with established University of Massachusetts Medical School policy, bargaining unit RNs scheduled to begin their shift between the hours of 1500 and 0700 (evening and night shifts) shall, upon execution of this agreement, receive a shift differential for each hour worked during such period, provided that said differential shall not be applicable to any shift commencing prior to 1500 or ending later than 0700.

- (a) Evening shift differential paid for each hour worked from 1500 to 2300 shall be \$3.00 per hour. This includes the hours of 1900-2300 for flextime shift staff.
- (b) Night shift differential is paid for each hour worked from 2300 to 0700 and shall be \$5.00 per hour
- (c) Regular shifts: Bargaining unit RNs working those shifts with at least three hours scheduled after 3pm (1500) or 11pm (2300) will receive the appropriate shift differential regardless of when the shift started.

Overtime and extra time (unscheduled): Bargaining unit RNs working overtime hours between 3pm (1500) and 7am (0700) will receive appropriate differential for hours worked. (Must work one hour or more.)

Night bargaining unit RNs working overtime into the day shift receive the night differential for overtime hours worked.

Section 7.06: Weekend Shift:

- (a) A weekend shift is defined as beginning on Friday with the 1900 shift or the 2300 (2400 in ER) shift and extending 48 hours thereafter through 1900 or 2300 (2400 in ER) on Sunday depending on whether the bargaining unit RN works an 8 or 12-hour shift.
- (b) The weekend differential is \$1.50 per hour for each hour worked during the above-defined time frame and does not extend beyond these hours
- (b) The weekend differential is \$2.75 per hour for each hour worked during the above-defined time frame and does not extend beyond these hours. Differentials effective the 1st day of payroll after ratification. Effective April 6, 2008, the weekend differential shall be \$3.00 per hour.

- (c) The weekend for the PACU will be 700 Saturday to 700 Monday. The weekend for ambulatory services (including cat scan, EPS, etc.) shall be from 700 Saturday to 700 Monday.

Section 7.07: Certification:

- (a) Nurses who have or attain a certification in an area of professional nursing shall receive \$500 to be paid for original certification and \$500 for re-certification. The certification must be in an area where the RN is currently working or the RN must obtain a position in the area of the certification within three (3) months. This certification bonus shall be maintained as long as both parties agree.
- (b) For purposes of this Section, the following certification programs listed below and other professionally recognized programs shall be applicable:

ANA:

Adult/Family Nurse Practitioner
Child and Adolescent Nurse
Pediatric Nurse Practitioner
Psychiatric and Mental Health
Clinical Specialist in Psychiatric/Mental Health Nursing, Adult, Child, Adolescent

Section 7.08: Effective with the implementation of the new Administrative and Payroll Computing System, all bargaining unit registered nurses employed by the University of Massachusetts Medical School (UMMS) will be paid on a bi-weekly basis. Prior to implementation, UMMS agrees to notify bargaining unit registered nurses employed by UMMS of the availability of the UMass Five College Federal Credit Union Transition Savings Club.

ARTICLE VIII
Holidays

Section 8.01: The following days shall be holidays for bargaining unit RNs:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Evacuation Day
Patriot's Day
Memorial Day
Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Christmas Day

Section 8.02: All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the UMMS. Bargaining unit RNs who work a rotating seven day schedule shall celebrate Independence Day, Christmas Day and New Year's Day on July 4, December 25, and January 1, respectively.

Holidays will begin at 1900 the evening before the holiday for bargaining unit RNs working only 12-hour shifts and at 2300 the evening before the holiday for all other bargaining unit RNs working the holiday. The holiday will continue for 24 hours thereafter.

Section 8.03: When a holiday occurs on the regular scheduled workday of a bargaining unit RN, she/he, if not required to work that day, shall be entitled to receive her/his regular day's pay for such holiday, subject to the limitations of this Article. When a bargaining unit RN has a holiday off she/he will not be scheduled for her/his full weekly commitment unless he/she requests it during the scheduling process. A holiday off will mean a reduced work week for the RN.

Section 8.04: When a holiday occurs on a day that is not a bargaining unit RN's regular workday, if the bargaining unit RN is a full-time bargaining unit RN, she/he, at the option of the Employer, shall receive one (1) day, eight (8) hours, at her/his regular rate or one (1) compensatory day off. The hours shall be prorated for part-time bargaining unit RNs on the following basis:

90% employee = 7.2 hours/holiday
80% employee = 6.4 hours/holiday
75% employee = 6.0 hours/holiday
60% employee = 4.8 hours/holiday
50% employee = 4.0 hours/holiday

The compensatory day must be requested by the bargaining unit RN within 120 days after the holiday. If the bargaining unit RN does not request it within that time, the manager will schedule it or it shall be paid out.

Section 8.05: A bargaining unit RN required to work and who actually works on a holiday, shall receive a compensatory day off with pay within one hundred and twenty (120) days following the holiday at a time approved by the UMMS. If a compensatory day is not granted by the UMMS because of a shortage of personnel or other reasons, the UMMS shall pay the bargaining unit RN for it at her/his regular rate of pay in addition to pay for the holiday worked.

Effective October 2, 1994, bargaining unit RNs scheduled to work Thanksgiving Christmas or New Year's Eve from 1900 (12-hour shifts) or 2300 the evening before the holiday through 24

hours thereafter, shall receive one and one-half times their regular rate of pay for all scheduled hours worked between the above-listed hours; all other differentials shall apply. These rates shall also apply to one major summer holiday (Memorial Day, Independence Day or Labor Day) as designated in advance by the bargaining unit RN and mutually agreed upon by the nurse manager, nurse director/designee.

Section 8.06: A bargaining unit RN who is on leave without pay or is absent without pay for any part of her/his scheduled workday immediately preceding or immediately following a holiday and she/he does not work the holiday, shall not receive holiday pay or a compensatory day off for that holiday.

Section 8.07: A bargaining unit RN who is unable to work on a holiday on which she/he is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

Section 8.08:

- a) All hours worked on a holiday shall accrue for purposes of overtime.
- b) Bargaining unit RNs working a seven-day schedule shall rotate holidays on the following basis:
 - Bargaining unit RNs working only eight-hour shifts will only be scheduled to work an eight-hour shift every other holiday.
 - At the time of ratification, the RNs working a combined eight (8) hour or twelve (12) hour flex schedule will be offered the one-time opportunity to permanently select an eight (8) hour or twelve (12) hour holiday coverage schedule. The number of holiday slots of eight (8) and twelve (12) hour shifts will be determined by staffing requirements set forth by the manager. Seniority will be the process for the one-time selection. If a position becomes vacant, the hiring manager will determine whether the positions will be filled as an eight (8) hour holiday coverage slot or a twelve (12) hour coverage slot. Likewise, any future postings of combined 8/12 hour shift positions will be noted on postings either 8 or 12-hour holidays.
 - Flextime bargaining unit RNs working 12-hour shifts will only be scheduled to work twelve (12) hours every third holiday.
 - Permanent night shift RNs (any RN whose regular shift ends after 1AM) working twelve (12) hours on holidays will have one major summer and one major winter holiday completely off. Example: Not scheduled New Year's Eve or the night of New Year's Day. Other requests will be considered only after staffing needs (for the eve of the holiday and the eve or night) have been met.
 - Bargaining unit RNs who work on a holiday will receive hours of compensatory ("banked") time equivalent to hours worked on that holiday, with a minimum of eight (8) hours' time for shifts worked of less than eight (8) hours for any one holiday.
- c) The UMMS may decrease the frequency of holiday rotations as individual patient care unit needs require, but the above shall serve as the primary guidelines.

- d) Bargaining unit RNs who are scheduled to work a holiday and whose services are not required may be granted benefit time for that shift and be considered to have met their holiday obligation. Each unit shall maintain a system to rotate eligibility equitably. Bargaining unit RNs are to be granted "benefit" time prior to canceling per diem nurses.
- e) Bargaining unit RNs may request a full week's vacation during a holiday week in which they are scheduled to work the holiday. The UMMS will "cover" the holiday. The bargaining unit RN is then obligated to work the preceding or succeeding holiday depending on staffing needs. This does not impact the bargaining unit RN's holiday rotation.

ARTICLE IX

Vacations

Section 9.01: Vacation leave with pay shall be credited to full-time bargaining unit RNs biweekly.

Section 9.02:

- a) Vacation leave with pay shall be credited to full-time bargaining unit RNs biweekly, as follows:

<u>Length of continuous full-time "creditable service"</u>	<u>Vacation Credit Accrual Rate</u>
Less than 55 months (4½ years).	Total of 10 days per year.
55 months, (4½ years) but less than 115 months (9½ years).	Total of 15 days per year.
115 months, (9½ years) but less than 235 months (19½ years).	Total of 20 days per year).
235 months or more (19½ years).	Total of 25 days per year).

Section 9.03: Vacation credits are accrued for all paid straight time up to the maximum of the RN's regular scheduled hours or hours actually worked pursuant to Section 9.05 below.

Section 9.04: Vacation leave accruals will be credited biweekly and shall be available for use the following day.

Section 9.05: All regular part-time bargaining unit RNs shall accrue vacation credits for all paid time up to a maximum of full-time equivalent hours.

Section 9.07: A bargaining unit RN who is reinstated or re-employed after less than three (3) years shall have her/his prior service included in determining her/his continuous service for vacation purposes.

Section 9.08: The UMMS shall grant vacation leave within twelve (12) months after it is credited, unless in the opinion of the UMMS it is impossible or impracticable to do so because of patient care needs, work schedules or emergencies.

In no event shall vacation leave credit be carried over for more than 24 months after it is credited.

Vacation leave may be taken at any time of the year as long as patient care requirements of the unit and UMMS are met. The UMMS shall schedule a bargaining unit RN for one full week of vacation between the middle of June and the middle of September each year. Vacation requests will not be unreasonably denied. Two (2) weeks of vacation will be granted to a bargaining unit RN between the last two full pay periods in June to the first two full pay periods in September each year provided the employer complies with section 9.20A. Any remaining time available for vacations once each RN has been offered her/his two (2) weeks shall be equitably distributed on the unit according to seniority.

Section 9.09: Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or, for personal reasons not provided for under said sick leave provisions) may be charged to vacation leave at the discretion of the UMMS.

Section 9.10: Charges to vacation leave credit may be allowed in units of one (1) hour.

Section 9.11: Upon the death of a bargaining unit RN who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was earned in the vacation year prior to the bargaining unit RN's death, but which had not been used by the bargaining unit RN and, in addition, the vacation leave earned in the vacation year during which the bargaining unit RN died, up to the time of her/his separation from payroll, provided that no monetary or other allowance has already been made.

The payment of such compensation shall be made in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the bargaining unit RN under the state employee retirement system, and

Second: If there is no such designated beneficiary, to the estate of the deceased.

Section 9.12: Bargaining unit RNs who are eligible for vacation under these rules, whose services are terminated by dismissal, through no fault or delinquency of their own, by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to such termination which had not been used, and in addition that portion of the vacation allowance earned in the vacation year during which such termination occurred, up to the time of separation, provided that no monetary or other allowance had already been made therefore.

Section 9.13: Bargaining unit RNs who are eligible for vacation under this Agreement, whose services terminated other than as provided in Sections 11 and 12, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used, provided that no monetary or other allowance has already been made therefore.

Section 9.14: Bargaining unit RNs who are reinstated or who are re-employed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 as their actual service for the same vacation year, after reinstatement or re-employment bears to a complete vacation year. No credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the UMMS is secured for any of the following reasons:

- a. Illness of the bargaining unit RN;
- b. Dismissal through no fault or delinquency attributable solely to the bargaining unit RN;
- c. Injury while in the service of the Commonwealth inline of her/his duties and for which the bargaining unit RN would be entitled to receive Workers' Compensation benefits.

Section 9.15: Any bargaining unit RN who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708, Acts of 1941, and amended, and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to her/his entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which she/he entered such service, up to the time of military leave, provided that no monetary or other allowance has already been made therefore.

Section 9.16: Bargaining unit RNs who are reinstated after military leave, as referred to in Section 15, may be granted one (1) full year's vacation allowance for the year in which they returned or return, provided that prior to such military leave vacation had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits earned by such bargaining unit RNs in the vacation year in which they return from military service.

Section 9.17: Vacation credits shall accrue to a bargaining unit RN while on a leave with pay status or on Industrial Accident Leave.

Section 9.18: Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave of absence.

Section 9.19: If a bargaining unit RN is on Industrial Accident Leave and has available vacation credits which have not been used and who, because of the provisions of Section 8 of this Article would lose such vacation credits, the UMMS shall convert such vacation credits to sick leave credits on June 30th of the year in which such vacation credits would be lost if not taken.

Section 9.20 – Vacations:

A. Guaranteed Vacations:

The UMMS agrees to maintain a guaranteed 52-week vacation calendar from January 1 to December 31. A bargaining unit RN may request and be granted vacation leave up to the amount of time the individual will have accrued by the time of the vacation request. The calendar will be posted for requests from October 1 through October 31. On December 1, the guaranteed vacation is posted.

When vacation requests are submitted within the time limits stated above and there is a conflict between bargaining unit RNs' requests, priority shall be given based on seniority as a bargaining unit RN at the Medical School in a position covered by the Agreement.

For each nursing unit, the UMMS shall schedule a bargaining unit RN for one (1) full week of vacation for those who request such between the last Saturday in June to the Saturday before Labor Day and will not grant any bargaining unit RN a second week unless and until all those requesting one (1) week have been granted one (1) week during this period. Vacation requests will not be unreasonably denied. Any remaining time available for vacations once each RN has been offered her/his two (2) weeks shall be equitably distributed according seniority.

On every unit, the nurse manager or nurse director/designee will identify the amount of time off available and will post the vacation calendar by October 1st. Full and part-time bargaining unit RNs will then sign up in order of seniority for their requested time off. Once the least senior bargaining unit RN has made her/his choice, the nurse manager or nurse director/designee will finalize and post the schedule within one month's time. Any concerns or disputes will be referred to the next Labor/Management meeting.

For February school vacation week, April school vacation week and the week of Christmas, the UMMS will create on each nursing unit a rotating seniority list of all MNA bargaining unit RNs

for each of the above three (3) holiday weeks. Starting with the most senior, a nurse will be offered the week off; if a nurse passes, she will retain her place on the list; if a nurse takes the vacation, she/he goes to the bottom of the list.

- B. Other Requests for Time Off: All other requests for time off must be submitted by and responded to by the following schedule and in accord with other applicable provisions of this Agreement:

<u>REQUESTS SUBMITTED</u>	<u>IN TIME FOR</u>	<u>RESPONDED TO BY</u>
by Jan 15	Feb 15 – June 30	February 1
by Feb 15	Mar 15 – July 30	March 1
by Mar 15	Apr 15 – Aug 31	April 1
by Apr 15	May 15 – Sept 30	May 1
by May 15	June 15 – Oct 31	June 1
by June 15	July 15 – Nov 31	July 1
by July 15	Aug 15 – Dec 31	August 1
by Aug 15	Sept 15 – Dec 31	September 1
by Sept 15	Oct 15 – Dec 31	October 1
by Oct 15	Nov 15 – Dec 31	November 1

Requests for Jan 1 through Feb 14 should be submitted on the guaranteed vacation calendar.

- C. The bargaining unit RN shall be able to request an additional weekend day off to allow one full scheduled weekend as part of vacation time without having to provide coverage for the weekend. This can be done during prime time (last two full pay periods in June to the first two full pay periods in September) provided that the bargaining unit RN agrees to an additional assigned weekend day during prime time. Each year at the July Labor/Management meeting the School and the Association will review the process(es) for selecting guaranteed vacation time. Said review will be completed by the end of September Labor/Management meeting. This review will also set out guidelines for the guaranteed vacation selection process(es) none of which will contradict the provisions of this Agreement. This process shall include a full discussion of FTE allocations for all vacation periods for each RN unit. The parties agree that they will attempt to come to an agreement on said FTE vacation allocations.

D. Vacation Allotment/Longevity Vacation

In recognition of RNs long term contributions to UMMC, the following schedule shall be implemented. RNs shall be able to take consecutive weeks of vacation (as long as each RN has already been scheduled for their guaranteed one (1) week for vacation in prime time) according to seniority as follows:

10-15 years	3 weeks
15-19 years	4 weeks
20+	5 weeks

RNs with twenty (20) years or greater seniority shall be eligible for a one-time longevity vacation. Each year the School shall determine three (3) allotments to be granted by seniority as follows:

1. Requests must be submitted in writing to the Manager by March 15th for the following calendar year.
2. The longevity vacation cannot be taken as unpaid time.
3. The Manager will respond by June 30.
4. Only one (1) RN per unit will be approved in any one (1) year.
5. The Prime Time vacation period is exempted for purposes of longevity vacation.
6. Article 8.08 (e) regarding holiday make up will apply.
7. Requests cancelled after approval will not be re-allocated.
8. The implementation of these leaves shall not cause any negative impact on any other RN exercising rights under Article IX (Vacation).
9. The annual vacation allotment for non-leased RNs shall be one (1) per program.

Section 9.21 – Vacation

Guaranteed Time Process

Guaranteed time is to be available for important events (weddings, graduations, vacation, etc.). For guaranteed time, only vacation time or personal time can be used. If staff do not have enough vacation time or personal time accrued, the vacation will be cancelled. If the RN is lacking eight (8) hours or less of banked vacation or personal time for a fulltime FTE, (prorated for part-time) the matter shall be resolved by a meeting including the unit Manager, the affected RN and a member of the MNA executive board.

Grant all staff one (1) week of guaranteed prime time. Staff needs to be willing to help out and cover when additional time is given in certain weeks. The staff nurse is responsible for the primary negotiation with the assistance of the Nurse Manager.

Time may be traded in any manner the employee chooses.

Any cancelled guaranteed vacation time will be posted by the Manager. This time shall be allocated by seniority in an equitable manner.

Nurse Manager will make every possible attempt to honor previously granted time for those employees transferring to the unit.

Allotment of time will be decided by bargaining unit seniority date. If dates are the same, allotment of vacation will be decided by the date of job offer, if available. If this not an available, allotment of time will be decided by lottery.

Guaranteed time requests must be made for one (1) payroll week (relative to the RNs time commitment). If a partial week is available, the RN may request that week, with the understanding that the partial time is the only available time.

Section 9.30 - Vacation Cash Out.

Effective with the execution of the contract and continuing only through the expiration of this contract, this contractual term will remain in full force and effect. After this date, the terms, conditions and application of this provision shall cease and UMMS shall have no continuing obligation to apply the terms of this provision.

Eligible bargaining unit members may cash out up to two weeks of vacation at execution of the contract at his/her hourly base rate as of that date provided that the bargaining unit member must maintain a balance of at least a week of vacation leave. For purposes of this section only, a week is defined as equivalent to the bargaining unit members' regularly scheduled hours. Requests must be submitted and approved no later two weeks after execution of the contract. To be eligible, bargaining unit members must be on the payroll as active employees, i.e., he/she cannot be on paid or unpaid leave or Worker's Compensation leave. If an eligible bargaining unit member is on Worker's Compensation leave at the time of cash out and returns to active duty prior to April 5, 2004, then he/she may cash out up to two weeks of vacation within two weeks of his/her return to work. Lump sum payments for vacation cash out may be taxed at a higher rate than regular weekly wages in accordance with IRS rules governing lump sum cash distributions.

ARTICLE X

Leave

Section 10.01 – Sick Leave:

- (a) A full-time bargaining unit RN shall accumulate sick leave with pay credits biweekly for a total of fifteen (15) days per year. A bargaining unit RN on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- (b) All regular part-time bargaining unit RNs shall accrue sick leave with pay credits biweekly for all paid time up to a maximum of full-time equivalent hours. Such sick leave credits will be accrued at the full-time equivalent accrual rate of fifteen (15) sick days per year.
- (c) Sick leave shall be granted, at the discretion of the UMMS, to a bargaining unit RN only under the following conditions:
 - 1. when a bargaining unit RN cannot perform her/his duties because she/he is incapacitated by personal illness or injury;
 - 2. when the spouse, child or parent of either a bargaining unit RN or her/his spouse or a relative living in the immediate household of a bargaining unit RN is seriously ill, the bargaining unit RN may utilize sick leave credits up to a maximum of ten (10) days per calendar year; and
 - 3. when, through exposure to contagious disease, the presence of the bargaining unit RN at her/his work location would jeopardize the health of others.
- (d) Sick leave credits are accrued for all paid straight time up to the maximum of the bargaining unit RN's regular scheduled hours.
- (e) Upon return to work following a sick leave in excess of five (5) consecutive workdays, a bargaining unit RN may be required to undergo a medical examination to determine her/his fitness for work. The bargaining unit RN, if she/he so desires, may be represented by a physician of her/his choice.
- (f) Sick leave must be charged against unused sick leave credits in units of one-half (1/2) hour of full hours, but in no event may the sick leave credits used be less than the actual time off.
- (g) Any bargaining unit RN having no sick leave credits, who is absent due to illness, may be placed, at the discretion of the UMMS, on vacation leave or leave without pay. Such leave shall be charged on the same basis as provided in Subsection (f).
- (h) A bargaining unit RN who is reinstated or re-employed after an absence of less than two (2) years shall be credited with her/his sick leave credits at the termination of her/his prior employment. A bargaining unit RN who is reinstated or re-employed after a period of two (2) years or more shall receive prior sick leave credits, if approved by the UMMS, where such absence was caused by:

1. Illness of said bargaining unit RN;
 2. Dismissal through no fault or delinquency attributable solely to said bargaining unit RN, or injury while in the employment of the UMMS in the line of duty, and for which said bargaining unit RN would be entitled to receive Workers' Compensation benefits.
- (i) Notification of absences under this Article must be given to the designated representative of UMMS two and one half (2.5) hours prior to the beginning of the day shift, two and one half (2.5) hours prior to the beginning of the evening shift, and three (3) hours prior to the beginning of the night shift. **(non-leased only)** If such notification is not made, such absence may, at the discretion of UMMS, be applied to absence without pay unless said failure to notify is beyond the reasonable control of the nurse.
- (j) No bargaining unit RN shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such bargaining unit RN.
- (k) Bargaining unit RNs whose service with the UMMS is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Bargaining unit RNs who retire from the UMMS shall be paid 20% of the value of their unused accrued sick leave at the time of their retirement.
- (l) Sick leave credits earned by a bargaining unit RN following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- (m) A bargaining unit RN who, while in the performance of her/his duty, receives bodily injuries resulting from acts of violence of patients or prisoners in her/his custody and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which she/he would be entitled under said Chapter 152 and her/his regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 10.02 – Paid Personal Leave:

Beginning January 1, 2003 and thereafter, full-time bargaining unit RNs will be credited with three (3) paid personal leave days which may be taken during the following twelve months. Bargaining unit RNs in their first year of employment will be credited with paid personal days according to the following formula:

Date of Hire Into Unit	Number of Paid Personal Leave Days Upon Hire
January 2 – April 30	2 days effective May 1
May 1 – August 31	1 day effective September 1
September 1 and thereafter	0 days

Paid personal leave days may be taken at a time of times requested by the bargaining unit RN and approved by UMMS. Personal days must be taken during the calendar year in which they were credited. RNs shall be allowed to use their personal time as a substitute for their vacation time (guaranteed time). If the RN has a personal emergency and no personal time, he/she may utilize other benefit time other than sick time. Personal leave for regular part-time bargaining unit RNs will be credited on a pro-rata basis. Personal leave may be available in units of two (2) hours and may be used in conjunction with vacation leave.

Section 10.03 – Bereavement Leave: Upon evidence satisfactory to the UMMS of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, parent of a spouse or person living in the household, a bargaining unit RN shall be entitled to leave without loss of pay for a maximum of four (4) scheduled work days with a seven (7) day period beginning with the first day of bereavement. A maximum of two (2) scheduled work days within a seven (7) day period beginning with the first day of bereavement shall be available for use by a bargaining unit RN in the case of death of their sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouses' grandparent, spouses' great-grandparent or spouses' grandchild.

The relations of step- parents, step- brothers, step-sisters and step-children shall be treated the same as those listed in the first sentence of this Article.

Section 10.04 – Voting Leave: A bargaining unit RN whose hours of work preclude her/him from voting in a town, city, state or national election shall, upon application, be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

Section 10.05 – Civic Duty Leave:

- (a) 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.
- (b) A bargaining unit RN who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:
 - 1. 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

2. remit to the UMMS the jury fees if less than her/his regular rate of compensation of the period involved.
- (c) 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.
- (d) A bargaining unit RN summoned as a witness in court on behalf of the UMMS, 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.
- (e) All fees for court service, except jury fees, paid for services rendered during office hours must be paid to UMMS 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.
- (f) 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.
- (g) No court leave shall be granted when the bargaining unit RN is the defendant or is engaged in personal litigation.

Section 10.06 – Military Leave: A bargaining unit RN shall be entitled to all rights under Federal Law, 38 United States Code (USC), §4301, et seq., and Massachusetts General Laws, Chapter 149, §52A and §52A1/2.

Section 10.07 – Childbirth and Maternity Leave:

- (a) A full-time or regular part-time female bargaining unit RN who has completed her probationary period and who is absent from her employment with the UMMS for a period not exceeding eight (8) weeks for the purpose of giving birth shall be granted a maternity leave without pay, if her request for such leave is made to the UMMS at least two (2) weeks in advance of the anticipated date of departure.
- (b) At the expiration of the maternity leave, the bargaining unit RN will be restored to her previous position or similar position with the same status, pay or length of service credits as of the date of her leave. If, during the period of the leave, bargaining unit RNs in the same or similar positions in the department have been laid off through no fault of their own, the bargaining unit RN will be extended the same rights or benefits, if any, extended to bargaining unit RNs of equal length of service in the same or similar positions in the department.
- (c) Upon the expiration of the maternity leave, an additional four (4) weeks may be granted. The leave shall be unpaid unless the bargaining unit RN chooses to use accrued vacation,

personal or compensatory time to cover this period of absence. Contractual benefits shall not accrue during such periods of additional unpaid leave.

- (d) Notwithstanding any other provision of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the bargaining unit RN's right to receive any contractual benefits for which she was eligible at the time of her leave.

Section 10.08 – Adoptive Leave:

- (a) A full-time or regular part-time bargaining unit RN who has completed the probationary period is eligible for an adoptive leave of eight (8) weeks without pay. The request for such leave must be made to the UMMS at least two (2) weeks in advance of the anticipated date of departure.
- (b) At the expiration of the adoptive leave, the bargaining unit RN will be restored to the previously held position or similar position with the same status, pay or length of service credits as of the date of the leave. If, during the period of the leave, bargaining unit RNs in the same or similar positions in the department have been laid off through no fault of their own, the bargaining unit RN will be extended the same rights or benefits, if any, extended to bargaining unit RNs of equal length of service in the same or similar positions in the department.
- (c) A bargaining unit RN may use any accrued vacation, personal or compensatory time during the adoptive leave. Upon expiration of the adoptive leave, an additional four (4) weeks may be granted. The leave shall be unpaid unless the bargaining unit RN chooses to use accrued vacation, personal or compensatory time to cover this period of absence. Contractual benefits shall not accrue during such periods of additional unpaid leave.
- (d) Notwithstanding any other provision of this Agreement to the contrary, the adoptive leave granted under this Article shall not affect the bargaining unit RN's right to receive any contractual benefits for which the bargaining unit RN was eligible at the time the leave commenced.

Section 10.09 – Parental Leave: Upon written application to the UMMS, including a statement of any reasons, a full-time or regular part-time bargaining unit RN who has completed her/his probationary period and who has given at least two (2) weeks' prior notice of her/his anticipated date of departure and who has given notice of her/his intention to return, may be granted an unpaid parental leave for a period not exceeding eight (8) weeks. Such leave will not be unreasonably denied. The purpose for which a bargaining unit RN may submit her/his application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of a minor dependent child of the bargaining unit RN, whether or not the child is the natural, adopted or stepchild of such bargaining unit RN. This provision shall not apply for the purpose of extending a maternity leave. At the expiration of the parental leave, the bargaining unit RN will be restored to her/his previous position or similar position with the same status, pay or length of service credits as of the date of her/his leave. If, during the period of the leave, bargaining unit RNs in the same or similar positions in the department have been laid off through no fault of their own, the bargaining unit RN will be

extended the same rights or benefits, if any, extended to bargaining unit RNs of equal length of service in the same or similar positions in the department.

10.10 – Education Leave: Bargaining unit RNs may be granted paid leave of absence in accordance with the policies of the UMMS for educational purposes, to attend conferences or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The bargaining unit RN shall not suffer any loss of seniority or benefits as a result of leave.

Section 10.11 – Unpaid Personal Leave: Leaves of absence, up to three (3) months, without pay, may be granted in cases of exceptional need for a bargaining unit RN who has completed her/his probationary period.

ARTICLE XI

Health & Safety

Section 11.01: The UMMS acknowledges its responsibility to provide a safe and clean environment for all employees. The UMMS 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 University of Massachusetts Medical School Police 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 11.02: Exposure to communicable or contagious diseases: Recognizing that bargaining unit RNs risk exposure to communicable disease in the ordinary course of performing their duties, the UMMS 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 UMMS' 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 11.03 – HIV Insurance:

- a) Presumptions: In the event a Registered Nurse becomes infected with HIV, the UMMS 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 UMMS 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 UMMS HIV policy and any applicable federal and state laws.

The UMMS agrees not to challenge any Workers' Compensation claim made by an infected bargaining unit RN and to supplement the Workers' 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 UMMS 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 UMMS will make reasonable accommodations regarding the HIV infected bargaining unit RN's work assignments.

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

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

Section 11.04 – Latex Sensitivity: If a nurse requires an accommodation for latex sensitivity, the UMMS is committed to make every reasonable effort to provide that accommodation.

Section 11.05 – Workplace Violence

The School is in agreement that the work environment should be free from violence and is willing to adopt a "zero tolerance" policy. All occurrences of violence will be fully investigated, and in a timely fashion, and dealt with appropriately. In this regard, the organization agrees to add MNA leadership positions to the existing safety committee in which matters concerning workplace violence are identified, assessed, and plans are formulated to eradicate its existence.

The School 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 areas of the institution through a mutually agreed upon implementation strategy.

At anytime, should a staff member wish to have VBM education, accommodations will be made according to availability of classes and schedule.

The School agrees to offer post crisis intervention to include medical and emotional treatment. The Manager or designee will take responsibility for notifying the Employee Assistance Program (EAP) on behalf of the victim.

Employees who are victims of violence should file a police report with the campus or the city police.

Reports of post crisis as disseminated through the Safety Committee will be provided to Labor Management via the MNA Safety Committee representatives.

For non-leased RNs there shall be separate Safety and Labor Management Committees where there shall be on MNA RN representative from each of the three (3) programs as part of each of the Committees.

ARTICLE XII

Health and Welfare

Section 12.01 – Health and Welfare Trust:

- a) The UMMS and each covered bargaining unit RN shall pay the monthly premium rate for the group health insurance plan in a percentage amount determined by The General Court for the type of coverage that is provided for her/him and her/his dependents under the plan.
- b) Any arbitration award on the issue of the percentage of monthly premium which is applicable to employees covered by the agreement for the period October 7, 1990, through October 2, 1993, as extended by the parties through the execution date of this agreement shall be binding upon the parties for such period.

Section 12.02 – Health and Welfare Trust:

- a) The UMMS and the Association agree to establish a Health and Welfare Fund under a standard Agreement and Declaration of Trust, in higher education, to be drafted, with input from the Association, by the UMMS and executed by the Association and the UMMS. Such Agreement and Declaration of Trust (hereinafter referred to as the "Trust Agreement") shall be executed as soon as possible after the effective date of this Agreement.

The Board of Trustees of the Massachusetts State Health Care Professionals' Dental Fund shall determine, in their discretion, and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents

- b) Effective, with the first full payroll period following July 1, 2009, the UMMS agrees to contribute on behalf of each full-time equivalent bargaining unit RN the sum of \$14.00 each and every calendar week.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund.

- c) No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article XIII, Grievance Procedure.
- d) It is expressly agreed and understood that the UMMS does not accept, nor is the UMMS to be charged with hereby, any responsibility in any bargaining unit RN claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under (b) above.

Section 12.03: The UMMS agrees to continue to provide Liability Insurance substantially equivalent to that currently in effect at no cost to the bargaining unit RN and shall provide the Association, upon request, with a copy of existing liability insurance policies.

Section 12.04 – Attendance Incentive Program: Bargaining unit RNs who, during a full calendar quarter, have had perfect attendance shall be eligible to participate in the Attendance Incentive Program. In this program, perfect attendance shall mean that a bargaining unit RN must have been at work for all scheduled time. Approved and scheduled vacation, compensatory, personal, holiday, mutual leave without pay and authorized no-pay time are the only exceptions to this attendance policy.

A bargaining unit RN who does not use sick time during a calendar quarter shall receive ten (10) hours attendance incentive program leave time to be used during the succeeding calendar quarter. This benefit shall be pro-rated for part-time bargaining unit RNs. See schedule.

Bargaining unit RNs eligible for this program will discuss their choice for use of attendance incentive time with their designated nurse manager, nurse director/designee. The UMMS' sole responsibility for the program is the conversion of paid sick leave hours to paid attendance incentive program hours. Individuals who utilize maternity leave, personal leave, medical leave, parental leave and family leave are ineligible for this program.

SCHEDULE		
<u>% OF TIME PER YEAR</u>	<u>SICK LEAVE HOURS USED</u>	<u>ADMINISTRATIVE HOURS PER QUARTER</u>
100% - 40 HOURS	0	10
90% - 36 HOURS	0	9
80% - 32 HOURS	0	8
70% - 28 HOURS	0	7
60% - 24 HOURS	0	6
50% - 20 HOURS	0	5

1.05 – Sick Leave Bank: A Sick Leave Bank will be established for the benefit of bargaining unit RNs of UMMS who choose to be members thereof. Its purpose is to provide members some financial support during medical leaves of absence which would otherwise be unpaid due to a lack of any accrued time. It is intended to be used for a short-term disability and when a bargaining unit RN has reasonable expectation of returning to work. It is not meant as a substitute for long-term disability income protection.

Procedures:

1. The Bank shall be overseen by a subcommittee of the MNA/Labor Management Committee consisting of five (5) members of MNA.
2. Each year, during the month of January, eligible bargaining unit RNs may become members of the Sick Leave Bank by assigning to the Bank a minimum of 16 hours (pro-rated for part-time bargaining unit RNs) from their accumulated personal sick leave, in accordance with the membership rules. Bargaining unit RNs may only contribute sick time to the Bank for the purpose of retaining membership in the Bank.
3. Bargaining unit RNs may become members of the Sick Leave Bank when they:
 - a) are members of the MNA
 - b) work 50% or more time
 - c) are eligible for benefits
 - d) have at least 40 hours (pro-rated for part-time bargaining unit RNs) accumulated days of personal sick time
 - e) contribute 16 hours (pro-rated for part-time bargaining unit RNs) to the Bank
4. Sixty (60) days after the commencement of the Sick Leave Bank program, the Human Resources office shall provide to the Labor/Management Subcommittee an initial membership list and the number of sick leave days accumulated in the Bank. This report shall be provided to the Committee by March 31st of each year thereafter. At the request of the Committee, the number of days accumulated in the sick Leave Bank shall be provided at other times, as necessary.
5. A member of the Sick Leave Bank should apply to draw upon the Bank by presenting verifiable documentation, that is, a physician's statement on official letterhead, satisfactory to the Sick Leave Bank Committee. Applications should be made when the member has at

least ten (10) days of paid time available. Further documentation and/or consultation may be required by the Sick Leave Bank Committee at any time during the bargaining unit RN's sick leave, including a review of past attendance.

6. After a bargaining unit RN has drawn on the Bank for four (4) weeks, the case shall be reviewed by the Sick Leave Bank Committee which may, by majority vote of the full committee, authorize the bargaining unit RN to continue drawing on the Bank. This review shall be repeated at least every thirty (30) days, or more frequently, at the discretion of the Committee. Notwithstanding the foregoing, any bargaining unit RN drawing on the Sick Leave Bank may, at any time, be disqualified from continuing to draw upon the Bank by a majority vote of the Sick Leave Bank Committee. The intent of this policy is to provide no more than a 65-day allocation of sick time per incident. The decision(s) of the Committee is final and binding and not subject to MNA contractual or any campus grievance or appeal procedures.
7. Benefits will be based on employment status in effect at onset of illness.
8. Leave from the Sick Leave Bank may only be used for the illness or disability of the bargaining unit RN; it may not be used for family sick leave; nor routinely used for maternity leave.
9. Insurance benefits continue and will be deducted from the Sick Leave Bank check. In the event a bargaining unit RN does not receive pay for a pay period, insurance co-pay will be billed separately.
10. A member who is receiving income from Workers' Compensation and/or an employer-sponsored Long-Term Disability Insurance Plan may not draw upon the Sick Leave Bank to supplement that compensation.
11. A bargaining unit RN who has drawn upon the Sick Leave Bank during a given month shall have any vacation, personal and sick hours which accrue for that month reassigned automatically to the Sick Leave Bank.
12. Whenever the accumulation of sick leave days in the Sick Leave Bank falls below the minimum number established by the Sick Leave Bank Committee, the Human Resources Office shall so notify the Committee. If an additional assessment is required, any member of the Sick Leave Bank wishing to retain membership shall assign one (1) or more additional days of accumulated personal sick leave to the Bank, with the required number to be determined by the Committee. Forms for this purpose shall be available in the Compensation and Benefits Office of the Human Resources Department. Any member of the Sick Leave Bank wishing to remain a member thereof, but who has exhausted all accumulated personal sick leave shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave.

ARTICLE XIII

Grievance and Arbitration Procedure

Section 13.01: A grievance, for the purpose of this Agreement, is defined as any dispute between the UMMS and the Association over the interpretation or application of this Agreement and shall be settled in the following manner. All time limits referred to may be extended by mutual agreement.

Section 13.02:

Step 1: The bargaining unit RN and/or the Association shall present the complaint in writing to the bargaining unit RN's immediate supervisor within 15 working days of the date the grievance occurred or when knowledge of the events leading to the grievance should reasonably be known. With regard to a grievance filed pursuant to Article XIV, Section 14.02, the "immediate supervisor" shall be understood to be the supervisor responsible for interviewing and recommending appointment to the position in question. The bargaining unit RN unit representative or alternate bargaining unit RN unit representative shall have reasonable time off without loss of pay for the investigation and processing of grievances. Requests for such time off shall be made in advance. The grievant, a bargaining unit RN unit representative or alternate bargaining unit RN unit representative shall have the opportunity without loss of pay to be present at grievance meetings between the bargaining unit RN and the UMMS held in accordance with the grievance procedure. Within 10 working days after receipt of the grievance, the supervisor shall meet with the parties, attempt to resolve the matter and respond in writing within five (5) working days of the meeting. Wherever working days is used in this Article, it shall mean a weekday (Monday through Friday) other than holidays as defined in this Agreement.

Step 2: If the grievance has not been resolved at Step 1, it may be presented in writing within five (5) working days after receipt of the grievance to the Administrator for Nursing or designee, who will be a nursing administrator, who will meet with the parties, attempt to resolve the problem and respond in writing within 10 working days after receiving the grievance. The grievant, a member of the Grievance Committee and the bargaining unit RN unit representative shall have the opportunity without loss of pay to be present at the grievance meeting. The "Grievance Committee" shall consist of three (3) bargaining unit RNs, each from a separate nursing unit, and shall not include the chairperson. Attendance by members of the "Grievance Committee" at the second step shall be on a rotating basis unless the parties agree otherwise. However, no more than two (2) bargaining unit RNs from the same nursing unit may be present at this step.

Any grievance settled at the first or second step shall have neither any precedential value nor establish a binding practice.

The Association may file a class action grievance at Step 2 within 20 business days of the event or knowledge. The Step 2 process will continue as above.

Step 3: Failing satisfactory adjustment at the second step, the grievance may be referred to the Chancellor of the Medical School at Worcester or designee within five (5) working days after the Administrator for Nursing's or designee's decision has been received. The Grievant, the bargaining unit RN chairperson and an Association representative shall have the opportunity (without loss of pay) to attend the grievance meeting, conducted by the Chancellor of the UMMS or designee. The Chancellor of the UMMS or designee shall render an opinion in writing within 20 working days after the receipt of the grievance.

Step 4: In the event that the Association fails to accept the third-step decision, only the Association may seek arbitration by filing a request in writing with the American Arbitration Association within 20 working days after the receipt of the written decision of the Chancellor of the UMMS or designee. Witnesses called by the Association to testify in an arbitration proceeding (Step 4) shall not be entitled to paid leave time, but may be granted unpaid leave to attend such proceedings. The unit chairperson or designee and the grievance chairperson shall be present at all arbitrations and shall be granted paid release time to attend the hearings.

The UMMS shall cooperate in assisting witnesses to change schedules to attend arbitration proceedings on off-duty time provided that such rescheduling does not interfere with the efficient operation of the UMMS or the bargaining unit RN's unit. Prior approval of the unit's manager must be obtained.

Section 13.03: In the event the Association or a bargaining unit RN elects to pursue any matter covered by this Agreement in any other forum, the UMMS shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to the Article or Article XIV herein.

Section 13.04: If a decision, satisfactory to the Association, at any level of the grievance procedure below Step 3 is not implemented within a reasonable time, the Association may reinstitute the original grievance at the next step of the grievance procedure.

Section 13.05: If the UMMS exceeds any time limits prescribed at any step in the grievance procedure, the grievant and/or Association may assume that the grievance is denied and invoke the next step of the procedure except, however, that only the Association may request impartial arbitration under Step 4.

However, no deadline shall be binding on the grievant and/or the Association until a required response is given.

If the Association or a bargaining unit RN exceeds any time limits prescribed at any step of the grievance procedure, the grievance procedure shall be concluded based upon the decision made at the previous step.

Section 13.06: The Association shall request the American Arbitration Association to provide panels of arbitrators. An arbitrator will then be selected by both parties under the provisions of the Voluntary Labor Arbitration Rules.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue her/his decision within 30 days after the conclusion of the hearing. The arbitrator shall have no power to modify, amend or alter this Agreement.

Costs of the arbitration shall be borne equally by the Association and the UMMS.

The Association may initiate grievances at Step 2 of this grievance procedure when the parties agree that such grievances cover matters of general applicability to the bargaining unit. Due to the high employee turnover in the bargaining unit and the UMMS' need to attract and retain qualified registered nurses in a time of nursing shortage, probationary bargaining unit RNs may grieve and arbitrate any contractual disputes that do not come within the agreed upon exclusion in Article XIV. This right shall be extended on an experimental basis for the life of this Agreement. At the conclusion of this Agreement, the parties will re-examine the need to continue this provision.

Where funds are required to pay an arbitrator's award and money has not been appropriated by any funding agency (including the state legislature) to pay that award, the award shall be submitted by the UMMS to the appropriate funding agency for approval and funding with the support of the Association.

In the event that the award remains unpaid after a reasonable period of time from issuance of the arbitrator's award, the Association may seek judicial enforcement of the award. In any such judicial proceeding, the UMMS reserves the right to raise the issue of funding as an affirmative defense to the enforcement of the award.

ARTICLE XIV **Disciplinary Action**

Section 14.01: No bargaining unit RN who has been employed by the UMMS described in Article II of this Agreement for six (6) consecutive months from date of hire shall be disciplined, discharged, suspended or demoted for disciplinary reasons without just cause. A bargaining unit RN who severs her/his employment with the UMMS must serve an additional probationary period upon re-employment, whether in the same or a different job title. The arbitration provisions under this Article shall not apply to bargaining unit RNs with less than six (6) months' active service with the UMMS from the last date of hire.

Section 14.02: In the event that a bargaining unit RN is discharged, suspended or demoted for disciplinary reasons, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved bargaining unit RN within five (5) working days of the date such action was taken. the grievance shall be treated as a Step 2 grievance and Article XIII – Grievance and Arbitration Procedure – shall apply. All other grievances over disciplinary matters must be initiated as Step 1 within the time limits set forth therein.

Section 14.03: A bargaining unit RN and/or the Association shall not have the right to grieve pursuant to this Article of Article XIII disciplinary action taken as a result of the bargaining unit RN engaging in a strike, concerted work stoppage, concerted slowdown, concerted sick-out or similar withholding of services unless the Association alleges that the bargaining unit RN did not engage in such conduct.

ARTICLE XV

Seniority

Section 15.01 – Definition: Seniority is defined as years in a bargaining unit position while continuously employed by the UMMS. This section shall not affect the seniority of any bargaining unit RN who has received seniority credit for non-unit services at the Medical School prior to execution of this Agreement.

This will affect and be applied to all bargaining unit registered nurses as of December 18, 1990.

Section 15.02 – Termination of Seniority: A bargaining unit RN's seniority shall be terminated and her/his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, resignation or retirement.
- (b) Exceeding an authorized leave of absence unless excused by Management.
- (c) Failure to return to work within five (5) consecutive days after notification of recall from layoff by the UMMS. Such notice shall be by registered mail to the last address furnished to the UMMS by the bargaining unit RN.
- (d) If a bargaining unit RN is laid off for a period of one (1) year.
- (e) If a bargaining unit RN gives a false reason for a leave of absence.
- (f) Acceptance of a settlement for total and permanent disability.
- (g) Absence from work for three (3) days without valid reasons and proper and timely notification to the UMMS, except when excused by the UMMS.

Section 15.03 – Possibility of Recalculation: If, during the life of this Agreement, the present payroll/computer systems modified to allow for the calculation of seniority on an hours-worked basis, the parties agree to negotiate its applicability to the bargaining unit.

Section 15.04: Seniority will be frozen with the appointment to an RN, non-bargaining unit position for the period of one (1) year. It will be reinstated if the RN returns to the bargaining unit within one (1) year and a day, and accumulate upon reappointment to a bargaining unit position. Individuals appointed to an acting position, will continue to accumulate seniority up to six (6) months after said appointment.

The bargaining unit master seniority list will be adjusted to reflect this.

The provision shall be effective April 5, 2004.

Section 15.05: Bargaining unit RNs who have been continuously employed as LPNs at the UMMS immediately prior to their appointment into a bargaining unit position will be granted one year union seniority for each two (2) years of employment as an LPN. For purposes of placement on the salary schedule, if a new bargaining unit member who has four (4) years of continuous LPN experience for the UMMS is hired into the bargaining unit, that new bargaining

unit member shall be hired at Step 2 and go up one step on the pay scale for every four (4) years employed by the UMMS as an LPN. This is applicable to all current bargaining unit RNs.

The bargaining unit master seniority list will be adjusted as necessary.

ARTICLE XVI

Promotions and Filling of Vacancies

Section 16.01: Subsections 1 and 2 - On-Unit and Internal Postings. Positions are posted on-unit and as an Internal Posting throughout the bargaining unit simultaneously for ten (10) calendar days. Preference will be given to an RN from the unit who applies within the ten (10)-day posting period. If there is no on-unit nurse interested in a position, bargaining unit nurses will be given first preference for an internally posted position.

If another on-unit position becomes available as a result of filling the first position, then the process repeats itself until there is no on-unit nurse interested in the position. A copy of all such notices shall be sent to the unit chairperson prior to each posting.

Subsection 3 – External Posting: Only if a position is not filled through subsections one and two above, will it be posted throughout the organization.

Section 16.02: Notices of vacancies shall contain the following information:

- (a) Date of posting
- (b) Job title
- (c) Job grade
- (d) Duties
- (e) Application closing date

Salary range will be available at the Human Resources Department upon inquiry by the applicant.

Section 16.03: The UMMS may award the position at an appropriate time after consideration of all applicants then available.

Section 16.04 (Applies only to 16.01, subsection 2): The applicant's qualifications shall be determined by the UMMS on the basis of the applicant's ability to perform the position requirements, experience, work history, performance, education, training, affirmative action requirements and other pertinent focus. If two or more applicants have substantially equal qualifications, length of seniority shall be controlling.

ARTICLE XVII

Out of Title Work

Section 17.01 – Work in a Lower Classification: While a bargaining unit RN is performing the duties of a position classified in a grade lower than that in which the bargaining unit RN performs her/his duties, she/he shall be compensated at her/his regular rate of pay as if performing her/his regular duties.

Section 17.02 – Work in a Higher Classification: Any bargaining unit RN who is assigned in writing by the UMMS to a position in a higher grade with a functional title other than staff nurse for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment. No compensation for working in a higher grade shall be paid unless such assignment was made in writing by the UMMS.

ARTICLE XVIII

Reduction in Force

If a reduction-in-force becomes necessary, the following provisions will apply and will be completed within thirty (30) calendar days from the start of the choice process:

- A. UMMS will notify the Association and the initially affected nurses as soon as possible, but in no event less than two (2) weeks from the intended reduction-in-force and, within five (5) business days, the parties will confer relative to the use of alternative procedures. If no alternative procedure is agreed upon, the reduction-in-force will proceed upon as set forth below. Notice shall be sent to the Association and the affected RNs by certified mail and to the RN's address as it appears in UMMS' personnel records. Vacancies will be frozen as of the date of notification.
- B. A reduction-in-force shall be defined as a UMMS-initiated reduction in an RNs committed scheduled hours or separation of an RN from employment, other than suspension or discharge under this agreement. A reduction-in-force shall also include a reassignment that results directly from a closure, relocation, integration of a unit or elimination of a position.
- C. The RN with the least seniority, as defined in Article XV, in the unit and position in which the reduction is made, will be laid off first.
- D. RNs who have completed their probationary period shall have bumping rights as described below, provided that an RN may bump only an RN with less seniority. An RN will be educated and oriented to perform the functions of the position with an orientation customary to the unit.
- E. Bumping will occur as follows:
 - 1) There shall be a RIF Notice sent by UMMS to all members of the bargaining unit. Bargaining unit members within the affected unit may apply for voluntary layoff with severance, or voluntarily reduce committed hours up to the number of affected staff.
 - 2) Preference will be given to RIF nurses for vacancies that have not been filled at the time written notification is given to the MNA of a RIF and any posting occurring during

the notice period prior to the RIF. If a nurse is actually working in the new position, then RIF'd nurses will not be given preference for these positions.

- 3) An updated vacancy list will be provided to the Union by UMMS, as well as an updated RIF list by seniority. UMMS shall also provide an updated seniority list to the Union by unit, shift, hours and a master seniority list of all bargaining units from most senior person to least.
- 4) UMMS will notify each affected nurse, in writing, of the following options:
 - Layoff with bumping rights;
 - Choose a vacancy;
 - Accept a layoff.

An RN who receives an initial layoff notice shall have the option to fill available vacancies, or may displace (bump) any less senior RN (any unit, any shift, and any hours). In making a decision to displace a less senior RN, the RN shall meet jointly with a representative of management and a representative of the MNA to discuss the competencies necessary for the position he/she seeks to fill. The parties agree that all decisions to bump must be made consistent with maintaining high quality patient care and the ability of the unit to provide appropriate orientation to the incoming RN. The displaced RN will then be placed on the layoff list in order of seniority (most senior first). The impacted RN must exercise rights pursuant to this article, and nothing herein will limit a RNs' rights stated in this article.

If that nurse bumps, then the nurse who is displaced by bumping shall be placed on the master seniority list by seniority.

Per Diem staff may be used during the affected notice period in the unit where the RIF has occurred.

5) Each RN must be available during the bumping process or may appoint a designee to make decisions for the affected RN prior to being unavailable. If the RN or designee is unavailable at the time the RN is required to make a decision, then the RN forfeits her/his position on the bumping list and upon returning may take the next available position on the bumping list but may not bump any RN who proceeded her/his selection.

- F. An RN who chooses not to exercise bumping rights and to take a layoff may apply for unemployment compensation in the same manner as any RN who loses their position as a result of a reduction-in-force.
- G. An RN who is laid off shall be entitled to receive previously approved tuition reimbursement or waiver for course(s) taken at the time of separation.
- H. A recall list shall be established which will include any RN subject to RIF. Any RN past probation subject to RIF shall have recall rights for the next available position for one (1) year following the RIF. After six (6) months internal postings for vacant positions will be posted at the same time as the letter for recall is sent, provided RNs past probation on the recall list have preference for all vacancies. Recall shall be accomplished in reverse order

of RIF by certified mail to the last known address. Recall notices shall be sent to the Association. A nurse who receives such notification must accept the position within five (5) calendar days. The School shall mail the notification to the RN requiring her/his personal signature on the certification notice.

RNs whose hours are reduced on a non-voluntary basis during a RIF shall have preference for any and all additional hours available in or added to their particular unit up to the equivalent of their original position for one (1) full year after the implementation of the RIF. Any RN displaced from a position which again becomes available prior to one full year after the implementation of the RIF shall have preference for said position.

- I. Nurses who are laid off shall receive severance in accordance with the following schedule:
- Less than five (5) years – Four (4) weeks
 - Five (5) to nine (9) years – Six (6) weeks
 - Ten (10) to fourteen (14) years – Eight (8) weeks
 - Fifteen (15) or more years – Ten (10) weeks

ARTICLE XIX

Anti-Discrimination and Affirmative Action

Section 19.01: The UMMS and the Association agree not to discriminate in any way against bargaining unit RNs on the basis of race, color, veteran status, age, religion, sex, sexual orientation, national origin or mental or physical handicap. The UMMS is an equal opportunity and affirmative action employer.

In order to redress the effects of past discrimination, if any, and to eliminate present and future discrimination, if any, the parties agree that all personnel actions will be handled in full compliance with applicable federal and state affirmative action laws.

Section 19.02: Any charges of discrimination in violation of this Article made by a bargaining unit member shall be subject to the UMMS' Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the Grievance and arbitration procedures contained in Article 13 of this Agreement.

Any disciplinary action taken against a bargaining unit RN shall be subject to either the UMMS' Equal Employment Opportunity Grievance Procedure or the Grievance and Arbitration procedures contained in Article 13 of this Agreement, but under no circumstances may a bargaining unit RN under such circumstances utilize both grievance procedures. Further, a bargaining unit RN who chooses to pursue any claim in court, or at the Massachusetts Commission Against Discrimination, or at the Equal Employment Opportunity Commission, or in any other administrative forum, may not also utilize the Grievance and Arbitration procedures contained in Article 13 of this Agreement.

ARTICLE XX

Rotations

Every attempt will be made to minimize rotation by recruiting full-time and part-time bargaining unit RNs to work specific shifts. To the extent that rotation is required, the UMMS, consistent with patient care needs, will attempt to accommodate, in an equitable manner, individual bargaining unit RN's requests as to their rotation schedule. Any bargaining unit RN newly-hired to the Medical School after the execution date of this contract for a permanent off-shift will not be eligible to apply for a day/rotation position for one (1) year. This condition of employment will be clearly indicated at the time of hire by the UMMS.

A bargaining unit RN who is scheduled to rotate shifts will only rotate between days and evenings or days and nights in a four (4) week time frame. Further, the Employer will endeavor to schedule bargaining unit RNs so that they are not required to double back from evenings to days and will endeavor to schedule two (2) consecutive days off after the night rotation.

A bargaining unit RN with 15 years' seniority will not be scheduled to rotate shifts unless rotation on a specific unit would be required to meet patient needs. The nurse manager, nurse director/designee will then determine the additional rotational needs required after bargaining unit RNs with fewer than 15 years' seniority rotate the maximum of 50% and ensure that the most senior staff are scheduled for rotations in ascending order of seniority with equitable rotation of all RNs with less than fifteen (15) years seniority.

ARTICLE XXI

Technological Changes

In the event the UMMS purchases, leases or otherwise plans to implement a change in technology which will potentially impact on the working conditions of bargaining unit RNs, the Employer will notify the MNA Associate Director, in writing, prior to intended implementation date so that discussion, clarification and impact bargaining will occur prior to the proposed change(s).

ARTICLE XXII

Management Rights

The UMMS, except as otherwise limited by a specific provision of this Agreement or by any statute or law, shall have the right to exercise complete control over its organization and operations including, but 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 educational and work standards; to determine the location and number of its offices, administrative buildings, dormitories, facilities and physical plant; to determine the quantity and type of equipment to be used in its operations; to determine the

content of job classifications; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline and discharge employees; to contract out work; to determine the methods, means and personnel by which its operations are to be conducted; to determine the time for work, including starting and quitting time; to determine staffing pattern and work area; to determine the method and place of performing work, including the right to determine that the UMMS' work force shall not perform certain work; to schedule work and work breaks; to determine whether work shall be performed by bargaining unit employees or others; to determine whether any part or the whole of its operations shall continue to operate; to establish, change or abolish any service; to maintain order and efficiency in its facilities and operations; to establish qualifications for its employees; to hire; to layoff/retrench; to make work assignments; to transfer; to promote; to upgrade employees after negotiation with the Association; to allocate; to reallocate; to classify; to require overtime; and to exercise all rights and prerogatives exercised unilaterally in the past.

ARTICLE XXIII

Scope of Agreement

The parties agree that this Agreement in all respects supplants, where there is contractual language, or supplements all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder – namely, the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly Paragraphs 5 and 6 of Section Forty-Five; Paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obliged to negotiate with respect to any addition pertaining to wages, hours or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the UMMS and the Association.

Any prior agreements covering employees covered by this Agreement shall be terminated and of no effect upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE XXIV
No Strikes

Section 24.01: Neither the Association nor any bargaining unit RN shall engage in, induce, support, encourage or condone a strike, concerted work stoppage, concerted slowdown, concerted sickout or similar withholding of service by employees.

Section 24.02: The Association shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE XXV
Parking

Parking facilities are subject to the UMMS' parking system and the rules and regulations thereto. As such, upon the effective date of this Agreement, all bargaining unit RNs shall abide by and be subject to the UMMS' parking system rules and regulations including, but not limited to, the fees set for parking by the UMMS. Any increases subsequent to execution of this collective bargaining agreement shall be impact bargained with the MNA.

The UMMS shall make a reasonable effort to assign a security guard during the evening/night shift changes in the parking area designated for night shift employees.

For all nurses who have to travel between campuses for UMMS business (which includes MNA orientation and any meetings with Management that involve MNA business), parking will be validated or reimbursed.

ARTICLE XXVI
Saving Clause

In the event that any article, section or portion of this Agreement is found to be invalid or shall have the effect of loss to the UMMS of funds made available through Federal law, rule or regulations, then such specific article, section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Chancellor or designee and may be submitted by the Association to expedited arbitration.

ARTICLE XXVII
Successorship

1. If the ownership, operation or control of the UMMS 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 UMMS, the UMMS 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.

2. If the transaction, including the UMMS' inclusion of the terms set forth in paragraph 1 above, requires statutory authority, the UMMS' obligation will be satisfied if the UMMS 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.

ARTICLE XXVIII **Nurses Relocated Into Bargaining Unit**

In the event that a service, program or function is relocated to the UMMS from a facility or location other than the UMMS, the nurses relocated with that service, program or function will become employees of the UMMS and members of the bargaining unit covered by this Agreement.

ARTICLE XXIX **Nurses Relocated Out Of Bargaining Unit**

1. In the event that a service, program or function is relocated from the UMMS to a facility or location other than the UMMS, the nurses assigned to that service, program or function will be relocated, subject to paragraph 2 below, will cease to be employees of the UMMS and will not be members of the bargaining unit covered by this Agreement.
2. 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 procedures set forth in Article XVIII, Reduction-In-Force.

ARTICLE XXX **Staffing Sufficiency**

An RN who works at least one additional 4, 6, or 12-hour shift for twelve (12) consecutive weeks, or a minimum of eighty percent (80%) thereof, to be reviewed on June 30 and December 31 of each year, 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). All paid time will be considered time worked except for sick and on-call.

ARTICLE XXXI
Absence Policy and Tardiness

The Massachusetts Nurses Association (MNA) and the University of Massachusetts Medical School (UMMS) agree that high rates of absenteeism result in an excessive burden on staff members, may negatively impact morale and patient care, and increase costs. Therefore, the parties have established the Absence Control Policy in an effort to reduce excessive absenteeism and to curtail abuse of sick leave.

The intent of this policy is to foster communication between registered nurses and managers concerning the use of sick leave. A written record of each discussion shall be kept on the agreed-upon form which shall only be used to substantiate that the discussion took place and said form will be discarded after one (1) year. The discussions shall be considered as confidential.

1. Management may initiate the discussion when:
 - a. An RN has had three (3) occurrences of sick time in any rolling three (3) month period.
 - b. An RN has had six (6) occurrences of sick time in a rolling one (1) year period.
 - c. Where an abusive pattern of absenteeism is suspected.
2. Prior to initiating the discussion, management should note if the nurse has a previous good attendance record, has been hospitalized, has had a serious or chronic illness, has a family sick problem or other extenuating circumstances which might mitigate the need for the discussion.
3. A single occurrence shall include all days, whether or not consecutive, which may be attributable to a single incidence of illness or injury.
4. The discussion shall be conducted in private and shall be considered confidential. An RN may opt to have another bargaining unit member or local union official present during the session. The focus of the discussion shall be to make the RN aware of her/his level of sick leave use and discuss any underlying issues that may be causing the individual RN to use the level of sick time noted. Management may offer, or the RN may request, utilizing the employee assistance program.
5. UMMS shall provide each bargaining unit RN with a quarterly notice indicating the use of sick leave during the previous quarter on an agreed-upon form.
6. Any disciplinary action regarding the use of sick leave shall be for just cause.

Tardiness: The MNA and the UMMS agree that when nursing staff report to work late it places a burden on the program and other nursing staff who must stay beyond the scheduled end of the work day. In order to address the issue of tardiness the parties agree that excessive tardiness is defined as two (2) or more unexcused late arrivals for work in the any rolling three (3) month period. Any disciplinary action taken against a nurse for excessive tardiness shall be subject to just cause (non -leased only).

Sick Leave Discussion Form

This discussion shall be conducted in private and shall be considered confidential. The RN may opt to have another bargaining unit member or a local union official present during the discussion. The focus of the discussion shall be to make the RN aware of her/his level of sick leave use and to discuss any underlying issues that may be causing the individual RN to use the level of sick time noted. Management may offer, or the RN may request, utilizing the Employee Assistance Program.

RN Name: _____

Manager Name: _____

Other Present: _____

Reason for Session: ☐ three or more absences in any rolling three- month period
☐ six or more absences in any rolling one-year period
☐ pattern of abuse suspected

Mitigating Factors: ☐ previous good record
☐ Hospitalization, serious or chronic illness
☐ known family sick
☐ other circumstances

Recommended to EAP: ☐ Yes ☐ No

Date: _____

Acknowledged:

Registered Nurse

Management Representative

MNA Quarterly Notice of Sick Leave Use Form

TO: _____

FROM: _____

DATE: _____

Months Included: _____

Number of Occurrences: _____

ARTICLE XXXII
Duration

This Agreement shall be for the year period from April 1, 2009 through June 30, 2011 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 June 30, 2011 this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced .

SECTION II

Agreement Between University of Massachusetts Medical School And Massachusetts Nurses Association

The University of Massachusetts Medical School (UMMS) and the Massachusetts Nurses Association (MNA) agree that for those specific employees listed in Appendix B (hereinafter referred to as "leased") that the terms and conditions of the 2002-2004 collective bargaining agreement reached between UMass Memorial Medical Center (UMMMC) and MNA – University Campus bargaining unit apply, with exceptions as outlined in #1 through #15 below.

1. Employer.

The Employer is the University of Massachusetts Medical School (UMMS).

2. Recognition.

Managerial employees, supervisory employees, confidential employees and temporary/casual employees within the meaning of Chapter 150E of the Massachusetts General Laws, students and all other employees of the University are excluded from the recognition provisions of Article II, Section 2.01 of the collective bargaining agreement.

Disputes over whether any individual is a temporary/casual employee and new classifications may be referred to the Massachusetts Labor Relations Commission (MLRC) instead of the National Labor Relations Board (NLRB) as provided for in Article II, Section 2.02 and 2.03 of the collective bargaining agreement between UMMS and MNA.

3. Bi-Weekly Payroll and Accruals.

Employees will be paid biweekly, as mandated by the state, and will accrue vacation and sick leave bi-weekly and as outlined and agreed to in the Memorandum of Understanding between the parties dated November 28, 2001 and as provided for in Articles III, IX and X of the collective bargaining agreement between UMMS and MNA.

4. Direct Deposit.

Employees will receive salary payments electronically forwarded by the employer directly to the account or accounts selected by the employee for receipt as outlined and agreed to in the Memorandum of Understanding between the parties dated November 28, 2001 and as provided for in Article VII of the collective bargaining agreement between UMMS and MNA.

5. Vacation and Sick Leave Accruals for Part-Time Bargaining Unit Members.

Adjustments to vacation and sick leave accruals for regular part-time bargaining unit members who work additional hours above their full-time equivalent status will be as provided Article IX, Section 9.05 and Article X, Section 10.01 (b) of the collective bargaining agreement between UMMS and MNA.

6. Personal Days.

Employees will be credited with and take personal leave as outlined and agreed to in the Memorandum of Understanding between the parties dated November 28, 2001 and as provided for in Article X of the collective bargaining agreement between UMMS and MNA.

7. Health Insurance.

Employees are eligible for health insurance coverage as determined and offered for employees and/or families according to state law. UMMS and each covered employee shall pay the monthly premium rate for the group health insurance plan in a percentage amount determined by The General Court for the type of coverage that is provided for her/him and her/his dependents under the plan.

8. Retirement Benefits.

Employees' benefits and entitlements shall be as provided by the state retirement plan and by state law. Leased employees are not eligible to participate in UMASS Memorial's 401(k) retirement program.

9. Years of Service.

Credible service for retirement and all UMMS-provided benefits shall be in accordance with UMMS definitions, policies, procedures, practices and applicable state law.

10. No Strikes.

Neither the Association nor any bargaining unit RN shall engage in, induce, support, encourage or condone a strike, concerted work stoppage, concerted slowdown, concerted sickout or similar withholding of service by employees as provided in Article XXIV, Section 24.01 of the collective bargaining agreement between UMMS and MNA.

11. Scope of Agreement.

The parties agree that this Agreement in all respects supplants, where there is contractual language, or supplements all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder – namely, the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly Paragraphs 5 and 6 of Section Forty-Five; Paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by the Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obliged to negotiate with respect to any addition pertaining to wages, hours or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

12. Duration.

This Agreement shall be for the two (2) year period from April 3, 2002 through April 4, 2004 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 April 5, 2004, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached between MNA and UMMS. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, 2004.

If the arbitrator selects the economic package offered by UMMS as outlined in Section I, Article VII, Section 7.01, first paragraph, then the UMMS and MNA will adopt for the leased employees such terms from the successor UMMC-MNA agreement as applicable for the period April 4, 2004, through April 2, 2005, as are consistent with this agreement with the expressed exceptions.

- 13.** Leased employees must continue to provide services to UMMC pursuant to Chapter 163 of the Acts of 1997 to be covered by the UMMC and MNA-University Campus bargaining

unit collective bargaining agreement. If the leased employee transfers to a position providing services directly to the UMMS, then his/her terms and conditions of employment shall be as provided for in the collective bargaining agreement between UMMS and MNA.

- 14.** Notwithstanding anything to the contrary, the terms and conditions of employment as provided for in the April 3, 2002 through April 4, 2004 collective bargaining agreement between UMMC and MNA, any successor collective bargaining agreements as well as any arbitration awards interpreting said agreements, amendments, modifications and/or additions thereto will not apply to non-leased RNs providing services directly to UMMS and covered by the collective bargaining agreement between UMMS and MNA.

15. Effective Dates and Implementation.

All wage increases for leased employees will be effective as of the agreed-to dates between UMMC and MNA. All differentials and other increases, if any, will be effective the first day of the biweekly payroll after ratification of this Agreement. Implementation will be no later than two biweekly pay periods following the date of execution of the contract. RNs must be on the payroll the effective dates of the increase to receive such increases and must be an active bargaining unit member at execution to receive any retroactive payments.

UNIVERSITY OF MASSACHUSETTS
MEDICAL SCHOOL:

MASSACHUSETTS NURSES ASSOCIATION:

Janelle K. Authur, Director
Labor and Employee Relations

Roland N. Goff, Esq., Director
Labor Relations Program

Date

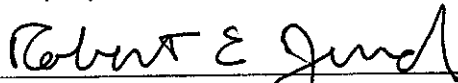
Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

UNIVERSITY OF MASSACHUSETTS
MEDICAL SCHOOL



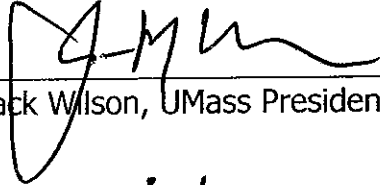
Ethan Mutschler, Senior Manager
Employee Relations



Robert Jenal, Vice Chancellor



Roy Milbury, UMass
Director of Human Resources



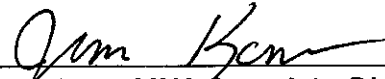
Jack Wilson, UMass President

Dated: 9/31/09

MASSACHUSETTS NURSES ASSOCIATION



Julie Pinkham, Executive Director
Massachusetts Nurses Association



Jim Kane, MNA Associate Director



Ellen Doherty, MNA Interim Chairperson

Dated: _____

APPENDIX A

Including all regular full-time and regular part-time:

- Graduate Nurses
- Staff Registered Nurses
- Head Nurses
- Hospital Supervisor G.N.
- Chief Hospital Supervisor G.N.
- Angiography Nurses
- Donor Room Nurses
- Home Care Coordinators

and

Excluding all other employees, including:

- Executive Director of Nursing
- Associate Directors of Nursing
- Assistant Directors of Nursing
- Staff Associates
- Staff Assistants
- Nurse Managers, Nurse Directors
- Nurse Coordinators
- Child Development Nurse Coordinators
- Chief Nurse Anesthetists
- Consultant/Assessment Nurses, Palliative Care
- Discharge Nurses/Social Services
- Donor Room Supervisors
- Nurse Anesthetists
- Nurse Epidemiologist
- Nurse Practitioners
- Nurse Education Section:
 - Clinical Nurse Specialist
 - Nurse Development Specialists
 - Nurse Clinicians
 - Family Liaison Nurses
 - Clinical Nursing Instructors.

APPENDICES

- A. On-Site Inpatient Units, On-Site Ambulatory Units, Off-Site Psychiatric Units: Westboro, Springfield, 3 PTC
- B. Off-Site – Fitchburg

Executone Nurse Locator/Paging System

The UMMS acknowledges the bargaining unit RN's right to privacy. The nurse pager/locator system will not be used to monitor bargaining unit RNs' breaks, meals and bathroom times.

The UMMS will not use this system to time track the RN. Information obtained from this system will not be used to influence the number of RNs.

The UMMS acknowledges that bargaining unit RNs direct and coordinate patient care and that any member of the patient care team might respond to the patient's call. As such, the UMMS acknowledges it will be unable to establish blame and will not pursue disciplinary action resulting from information obtained from this system.

The UMMS is responsible for the maintenance, upkeep and replacement of all components of this system, including badges. Bargaining unit RNs will use generic badges and not badges that are coded for the individual employee.

Should the UMMS alter or add to the functions of the current system so that such alteration or addition would impact the bargaining unit RNs, the UMMS is obligated to bargain with the Association.

Information gathered by this system will be stored on disk in an area away from the patient care areas. Access to this information is limited to the Chief Nursing Officer, Nurse Managers, Nurse Directors, Risk Managers (through Chief Nursing Officer), the UMMS' Legal Office and the UMMS' Human Resources Office. At least every six (6) months, a review and update on the functions of the system and the use and/or application of the collected data will be discussed at Labor/Management.

The only way information would be released to a patient and/or their family is by subpoena or other legal process.

This side letter will be subject to the Grievance and Arbitration sections of this contract.

Signed: _____

Date: _____

Date: _____

Humanitarian and DMAT Leave

- A. Requests for release time for humanitarian missions not to exceed five (5) working days per calendar year will not be unreasonably denied provided requests are submitted a minimum of six (6) weeks prior to the posting of the schedule, and the number of staff excused from duty does not negatively impact patient care. Such release time will be without loss of wages or benefits, except that UMMS will supplement the difference between the bargaining unit member's regular weekly base wages and any outside funding but in no case will exceed 100% of the RN's regular weekly scheduled base wages.

The bargaining unit RN may request up to an additional five (5) days of unpaid humanitarian leave per calendar year subject to the procedures and approvals described above. The RN may be unpaid or may use accrued benefit time, excluding sick leave, but in either case without loss of benefits.

- B. UMMS will grant leave to bargaining unit members of Disaster Medical Assistance teams in accordance with all applicable state and federal laws.

Signed: _____

Date: _____

Date: _____

May 21, 2007

Louis Scrima
Director of Employee and Labor Relations
University of Massachusetts Medical School
419 Belmont Street
Worcester, MA 01604-1097

Re: MNA Bargaining Unit RNs on A1 and A2

Dear Lou:

As of the date of this writing all bargaining unit RNs who are assigned to either A1 or A2 are considered completely and currently oriented to both A1 and A2.

Sincerely,

Roland N. Goff, Esq.
Director Division of Labor Action

Salary Implementation

1. All RNs in step 1 through 11 inclusive of the date of ratification shall receive a two percent (2.0%) across the board raise retroactive to April 4, 2006. *
2. RNs on Steps T-1 and T-2 of the step rate schedule on the date of ratification shall receive a three (3.0%) increase to steps T-1 and T-2 retroactive to April 4, 2006.*
3. Effective April 8, 2007 a new step rate schedule identified as Exhibit A will be created.
4. Thereafter, on April 8, 2007, a three percent (3.0%) increase will be applied across the board (excluding steps T-1 and T-2) to Exhibit A creating Exhibit B.
5. Effective April 8, 2007, RNs on step T-1 and T-2 shall receive a three and one half percent (3 ½%) increase to steps T-1 and T-2 on April 8, 2007.
6. Thereafter on or after April 8, 2007, RNs will be placed on the step rate schedule and will move laterally across on the annual contract date identified in Exhibit B. On the RN's anniversary of his/her last step increase, the RN will move down on Exhibit B Schedule to next step provided they meet the current service requirements in the contract as modified in the attached step rate schedule. RNs will be placed on the appropriate step so that no RN receives a decrease in compensation.
7. On April 6, 2008 a three percent (3.0%) increase will be applied across the board to Exhibit B (excluding steps T-1 and T-2) to create Exhibit C and this will become the step rate schedule for RNs, replacing Exhibit B.
8. Thereafter, on or after April 6, 2008, RNs shall be advanced to the next higher step on Exhibit C on their anniversary date provided that advancement to steps T-1 and T-2 is predicated on meeting the service requirements set forth on the attached step rate schedule.
9. Effective April 6, 2008, RNs on Step T-1 shall receive a three and one half percent (3 ½%) increase to step T-1 and effective October 5, 2008 RNs on step T-2 shall receive a three and one-half percent (3 ½%) increase to step T-2.
10. "Date of Ratification" means the first full payroll period following ratification. Leased RNs are eligible for retroactive wage payments if they are employed by UMMS or Umass/Memorial prior to ratification; non-leased RNs must be on the UMMS payroll on the date of ratification to be eligible for retroactive wage payments. (*The underlined section is actually 16. on the MOA*)

11. Tenure step service requirements set forth on the attached step rate schedule apply to movement into steps T-1 and T-2.
12. "Anniversary Date" for T-1 and T-2 only, means current step date or for any RN who currently have a T-1 or T-2 date of April 3, 2007 will now have his/her date of hire as their anniversary date.

I. WAGES:

A. First Year of Contract

1. 2.5% across the board to current step schedule for step 1 through T-2 (Retroactive July 1, 2009).

B. Second Year of Contract

1. Salary implementation language attached.
2. Approximately 5% between steps as show on the attached step rate schedule. RNs advance to new step rate schedule on anniversary date.
3. Effective July 1, 2010 2.5% across the board to new step rate schedule for step 1 through T-2.

II. HEALTH INSURANCE

Premium splits of 80% - 20%, for all full-time and part-time RNs, effective on January 1, 2008.

Percentages for pre-NEWCO and post-NEWCO based on current system (actual plan for pre and lowest cost plan for post).

APPENDIX A
WAGES
University of Massachusetts Medical School

CONTRACT YEAR 1		
CURRENT STEPS	CURRENT RATE	NEW RATE
1	27.23	27.92
2	28.60	29.32
3	30.03	30.79
4	31.53	32.32
5	33.11	33.94
6	34.76	35.63
7	36.50	37.42
8	38.34	39.30
9	40.25	41.26
10	42.27	43.33
11	44.39	45.50
12	46.62	47.79
13	48.94	50.17
TSP1	52.39	53.70
TSP2	55.02	56.40
CONTRACT YEAR 2		
STEPS	CURRENT RATE	NEW RATE
1	27.92	28.62
2	29.32	30.06
3	30.79	31.56
4	32.32	33.13
5	33.94	34.79
6	35.63	36.53
7	37.42	38.36
8	39.30	40.29
9	41.26	42.30
10	43.33	44.42
11	45.50	46.64
12	47.79	48.99
13	50.17	51.43
TSP1	53.70	55.05
TSP2	56.40	57.81

Tenure Step 1 (T1) must be in Step13 for two (2) years or complete fifteen (15) years of service as of the effective date of the Tenure Step.

Tenure Step 2 (T2) must be in Tenure Step 1 (T1) for two (2) years or complete eighteen (18) years of service as of the effective date of the Tenure Step.