

NEGOTIATIONS BETWEEN BERKSHIRE MEDICAL CENTER
AND
THE MASSACHUSETTS NURSES ASSOCIATION

HOSPITAL'S BEST AND FINAL OFFER

On the Record

May 3, 2017

In addition to the tentative agreements already reached and attached hereto as an addendum, Berkshire Medical Center submits the following proposal as its best and final offer. All proposals of either party that are not included in either tentative agreements or in this offer would be deemed withdrawn without prejudice.

1. Staffing Committee

It is the Hospital's goal to provide staffing levels and appropriate personnel that assure safe patient care based on demonstrated patient needs, appropriate nursing intervention and priority for care. In furtherance of this goal, the Hospital will ensure that each unit in the Hospital has identified a Unit Council comprised of at least two members of the nursing staff in each unit and at least the nurse manager of the relevant unit. The Unit Council will meet on an as-needed basis, but at least quarterly, to address specific unit shift staffing guidelines, trends and/or changes in average workload, census, and acuity, the existing ancillary support in each unit, staffing challenges (vacancies, absence rates, etc.) and other factors that impact the provision of safe patient care. Each Unit Council will prepare a written report of its analyses and submit such report, at least twice a year, to the Hospital-wide Staffing Committee (see below).

Within two weeks following ratification of the 2016-2019 Agreement, the parties will form a Hospital-wide Staffing Committee comprised of up to three members of the MNA bargaining unit selected by the bargaining committee, and up to three members of nursing leadership selected by the Chief Nursing Officer. The Staffing Committee will, on a bi-annual basis beginning no later than July 1, 2017:

1. Review the results of analyses completed by each Unit Council and the relevant unit's Nurse Manager regarding that unit's specific shift staffing guidelines, trends and/or changes in average workload, census, and acuity, the existing ancillary support in each unit, staffing challenges (vacancies, absence rates, etc.) and other factors that impact the provision of safe patient care;
2. Consider other factors as appropriate, including among them:
 - Staffing variables;

- Staffing mix/qualifications/competencies/experience levels;
- Vacancies, turnover absences, retention strategies, budgetary parameters and benchmarks;
- Care giver roles and duties, including nursing and non-nursing staff;
- Role of nursing management;
- Ancillary support services, including IT, pharmacy, facilities, security, nutrition, etc.;
- Hours of work, shift assignments charge duties;
- Patient volume and flow, barriers to flow;
- Number of admissions, discharges, transfers and scheduling backlogs of each shift;
- Overall nursing care model and delivery, as well as best practice guidelines
- Level of care needed, inclusive of age, body mass index, functional ability, severity and urgency of condition, cultural diversities, and linguistic diversities;
- Nurse-sensitive patient outcomes/benchmarks, inclusive of care coordination and continuity, patient education and proper discharge education;
- Nursing safety, including workplace bullying and safe patient handling;
- Review of unsafe staffing reports;
- Review of staffing guidelines established by applicable professional nursing organizations, as adjusted for BMC according to the above factors by the Staffing Committee and the Chief Nursing Officer;
- Health care needs of the community;
- Best practices; and
- Federal, state and local regulations and requirements.

If the intended use of a unit changes or a new unit opens, staffing will be developed with input from the Staffing Committee.

3. Function in an atmosphere that fosters group discussions through cooperative relationships between management and employees. This means, among other considerations, regular attendance at meetings and an openness and willingness to incorporate both parties' views into final recommendations and conclusions. The Hospital will endeavor to release staff nurses participating in the Unit Councils and Staffing Committee in order to attend all meetings, and will compensate them for any working time lost while in such meetings.
4. Review and prepare staffing plans or other recommendations, including a timeline for implementation. The CNO or her designee will meet with the Staffing Committee as necessary to review and provide input on plans and recommendations prior to the Committee's final submission.
5. Submit evidence-based disputes and/or recommendations consistent with applicable nursing professional association guidelines, including a timetable for implementation, to the CNO or her designee for review

The CNO or her designee shall have thirty (30) days from the receipt of the Staffing Committee's evidence-based disputes and/or recommendations to respond. This period may be extended by an additional thirty (30) days upon the mutual agreement of the parties. Such response shall be in writing.

If the CNO or her designee disagrees with the recommendations, the Staffing Committee will reconvene with her in attendance to revise the recommendations. Every effort will then be made to implement the revised guidelines.

Isolated incidents of understaffing or isolated failures to comply with guidelines will not be considered as evidence of understaffing.

2. Nursing Resource Team

In the event a nurse feels that staffing is unsafe, a Nurse Resource Team (NRT) will be convened. The primary purpose of the NRT is to align patient acuity and staffing and as soon as reasonably possible allocate additional staff as needed. The NRT will be convened on the unit in need. The NRT will consist of the CNO or her designee, the Crisis Nurse, the Nurse Director or Nurse Manager of said unit, and a nurse involved in the staffing concern. The NRT will meet at the time of need.

3. New Section 2.2 (d)

In any event that a per diem nurse has, for six consecutive months, regularly worked on the same unit in the same shift, and where such regular work has not been warranted by the Hospital's need to temporarily fill a vacant position, cover

vacations, or replace a nurse on parental, industrial or other leave of absence, the Hospital, at the request of the MNA bargaining committee, will review the scheduled hours worked by the per diem nurse and, where the hours are confirmed, post a vacancy for a regular position in that unit and on that shift; provided, however, the Hospital will not be required to post such vacancy if it can demonstrate that it will have no need for that position on a continuing basis (e.g., the need for those hours in the unit has changed). The Hospital shall not modify the schedule of any per diem nurse for the purpose of evading the provisions of this agreement.

4. Section 3.2 Shift Differentials

Evening - Effective on the first payroll date following ratification of the agreement, increase the evening differential to \$1.50

Night - Effective on the first payroll date following ratification of the agreement, increase the night differential to \$2.50

5. Section 3.5 On-Call and Call-Back

Add as a last sentence of the first paragraph: "Time worked, for the purpose of this section 3.5, shall include the nurse's travel time to the Medical Center; in no event, however, shall such travel time exceed thirty (30) minutes prior to arrival at the Medical Center."

6. Section 4.5 Rotation

Modify section to provide that:

- o 24hr RNs would be limited to 18 alternate shifts/calendar year
- o 32hr RNs would be limited to 24 alternate shifts/calendar year
- o 40hr RNs would be limited to 30 alternate shifts/calendar year

No nurse will be required to rotate more than the number of hours of her/his weekly commitment in a time block.

7. Section 4.8 Temporary Reassignment

Modify Section 4.8 to add that "A nurse who is floated from his/her unit will not be given a patient assignment on the unit to which he/she is floated unless that nurse has previously worked in that service or specialty (e.g., Med/Surg) within the prior twelve (12) months.

8. Section 7.1 Medical Insurance

Change 90% medical center contribution to 80% medical center contribution in this article wherever it appears.

9. Modify section 10.9, 10.10, and 10.11 as follows:

Section 10.9 Professional Activities

Subject to the Medical Center's judgment as to its operating needs, a nurse shall be granted up to 16 hours off with pay (in the case of a nurse whose committed hours are 32 or more) or up to eight such hours (in the case of a nurse whose committed hours are at least 16 but less than 32) for the purpose of attending professional meetings, clinical conferences, conventions, advanced courses, or other similar activities. The Chief Nursing Officer may authorize additional time off without loss of pay and/or reimbursement of expenses for such activities. Such requests shall not be unreasonably denied.

ACLS, PALS and TNCC classes or other courses mandated by the Hospital and/or required for an RN to maintain her/his position, shall be treated as a paid regular shift for the first day of such classes for any RN taking such a class. For the second day of such classes, if required, the RN will be paid for eight hours and, upon the approval of his/her manager, will either (a) take any time remaining on his/her shift off without pay; (b) work for the remainder of his/her shift; or (c) use ET to be compensated for any time remaining on his/her shift. For any course that exceeds two days, the RN will be paid for the actual time spent in class and, upon the approval of his/her manager, will either (a) take any time remaining on his/her shift off without pay; (b) work for the remainder of his/her shift; or (c) use ET to be compensated for any time remaining on his/her shift. Priority over non-Berkshire Health System/Berkshire Medical Center employees for ACLS, PALS and TNCC classes or other courses required for an RN to maintain her/his position shall to go to RNs who are required to take such courses to maintain their positions, provided that such RNs register for such courses at least four weeks prior to the date of the course.

Section 10.10 Tuition Reimbursement

(a) Upon submission of evidence to the Medical Center of satisfactory completion of a course(s) of study or challenge exam(s) at the collegiate level and directly related to her/his field of endeavor at the Medical Center, the Medical Center will reimburse a full-time nurse as shown below provided that any course(s) or challenge exam(s) taken during the nurse's initial year of service shall only be reimbursed at the completion of said year, and further provided that any nurse eligible for this benefit agrees to work in the Medical Center as a full-

time nurse for not less than a year after such reimbursement. A nurse whose tuition is reimbursed under this section and who terminates for any reason, other than circumstances beyond her/his control, without having worked for one year after such reimbursement, shall repay the amount of tuition cost paid by the Medical Center. Reimbursement shall only be made hereunder for a course of study or challenge exam previously approved by the Chief Nursing Officer or designee.

Reimbursement during a calendar year shall be as follows:

- (i) 75% of the cost of tuition and 100% of the cost of programs offering contact hours, up to a maximum of \$600 for all program costs combined; and
 - (ii) 100% of the cost of tuition, up to \$1,500, which may be applied only to a Bachelor of Science in Nursing (BSN) program or to a Master of Science in Nursing (MSN) program in which the nurse is enrolled, provided that the amount of such reimbursement will be reduced by any amounts received under section (i) above; and
 - (iii) 100% of the cost of tuition for courses pursuant to the University of Massachusetts Bachelor of Science in Nursing (BSN) program in which the nurse is enrolled, in addition to any amounts received under section (i) above.
- (b) Scheduled part-time nurses will be eligible for this benefit on a prorated basis, except that nurses who work 32 or more hours per week will be reimbursed for 100% of the cost of tuition for courses pursuant to the University of Massachusetts Bachelor of Science in Nursing (BSN) or any other accredited BSN program in which the nurse is enrolled, up to the cost of the University of Massachusetts BSN program, in addition to any amounts received under section (i) above. .
- (c) All nurses who complete the Medical Center's Critical Care Course and are hired for a Critical Care position must work in the Critical Care area for one year or reimburse the Medical Center for the cost of the course (except in cases of hardship); such nurses who are per diem must also work at least three shifts per month as needed by the Medical Center, or else so reimburse the Medical Center.

Section 10.11 Continuing Education Units

The Medical Center will continue its practice of offering programs for continuing education units. As part of the paid hours allotted to nurses under section 10.9, nurses will be paid for time spent to complete continuing education units on-line, provided that such continuing education units are completed in the library at the Medical Center's main campus.

10. Section 10.15 Health and Safety

(a) Health and Safety. Management agrees to provide designated well lighted parking areas and to maintain patient call bells and a patient monitoring system in the crisis area rooms in the Emergency Department, or alternative safety systems designed to help an RN respond to an emergency situation. This section shall not be subject to the grievance and arbitration provision of this Agreement. If the Association has concerns about the Hospital's compliance with this provision, it should be raised during the meetings provided for in Section 11.1 of the Agreement.

(b) Workplace Violence and Hostile Work Environment. If a nurse is physically assaulted while at work, his/her immediate supervisor or the alternate shift director shall, as soon as possible upon notification of the assault, ensure that the following services are made available to the nurse.

- Immediate medical treatment
- Counseling services (employee assistance program)
- Workers' compensation as applicable
- Consultation if desired with the VP for human resources.

This section shall not be subject to the grievance and arbitration provisions of this Agreement.

(c) (i) When a nurse has a concern regarding her/his own health and safety or the safety of a patient in her/his care, the nurse and the nurse leader will discuss what steps should be taken to address the immediate concern. As appropriate, the Chief Nursing Officer will participate in this discussion. When patients or visitors threaten nursing staff, appropriate action by the nurse manager and security staff will be taken immediately upon notification by the nursing staff. Immediately upon notification, security and the nurse manager, together with the nursing staff, will assess the threat and immediately take steps to diffuse the situation and/or to remove the person(s) from the environment. RNs in the nursery shall not be required to supervise DCF visits.

(c)(ii) A Health and Safety Review Committee, comprised of 3 nurses from the bargaining unit selected by the MNA Committee, 2 nurse managers, and the Chair of the Safety Committee of the Hospital, shall be established by January 1, 2014. If the nurse(s) is not satisfied after bringing a health or safety issue to the attention of the nurse leader as provided for in section (c)(i) above, the Health and Safety Review Committee shall meet in a timely manner to review the issue and the Hospital's response. The Committee will make a recommendation regarding an appropriate resolution. If the nurse(s) remains dissatisfied with the Hospital's response following the recommendation of the Committee, the issue may be taken up directly in a meeting between the nurse(s) and the Chief Nursing Officer in a timely manner. Further review of the matter, as necessary,

will be conducted in a meeting between the nurse(s) and the Hospital's Chief Operating Officer and Vice President Human Resources in a timely manner with up to three (3) representatives of the MNA Committee present.

(c)(iii) If the issue is not satisfactorily resolved by the above process, the parties agree to use mediation to resolve the issue.

(c)(iv) Health and Safety shall be a standing item on the agenda of all Labor Management meetings.

(c)(v) Lift equipment shall be made available for all nursing staff to use.

(c)(vi) This provision will sunset on September 30, 2019.

11. Add as a new Section 10.16: "All RNs shall be treated with dignity and respect. This section shall not be subject to the grievance and arbitration provisions of this Agreement."

12. Section 14.1 Duration – three year agreement – through September 30, 2017

13. Wages¹

Effective on October 2, 2016 - 1% across the board increase; nurses at the top of the wage scale will receive a 2% bonus on their anniversary dates occurring between October 1, 2016 and September 30, 2017.

Effective the first payroll date in October 2017 - 1% across the board increase; nurses at the top of the wage scale will receive a 2% bonus occurring between October 1, 2017 and September 30, 2018.

Effective the first payroll date in October 2018 - 2% across the board increase; nurses at the top of the wage scale will receive a 2% bonus occurring between October 1, 2018 and September 30, 2019.

¹ The proposed retroactivity of the first year increase, as well as the proposed 2% bonus for nurses at the top of the wage scale on their anniversary dates in the first year of the agreement, are contingent upon the parties reaching a final agreement on or before May 31, 2017.

Addendum to BMC's Best and Final Offer

TENTATIVE AGREEMENTS BETWEEN BMC AND MNA As of February 8, 2017

Subject to ratification by the Massachusetts Nurses Association bargaining unit and approval by Berkshire Medical Center leadership team, the parties hereby agree to modify their 2013 – 2016 collective bargaining agreement as follows:

Section 1.1 - Recognition

Modify section 1.1 as follows: "The Medical Center recognizes the Association as the sole and exclusive bargaining representative for all of its Registered Nurses employed at ~~both its BMC campus, and its Hillcrest Campus,~~ its Northern Berkshire Campus at 71 Hospital Avenue, North Adams, MA, and the Berkshire Medical Center Renal Dialysis Unit, excluding [the remainder of the section shall remain the same]".

Section 3.10 – Benefits for Per Diem Nurses

Retain current language and add the following:

Retain current language and add the following: "Per diem and temporary nurses shall accrue one hour for every 30 hours worked up to a total accrual of 40 hours in a year."

Section 4.1 – Meal Breaks

4.1 Delete the current section and replace as follows:

"An uninterrupted non-compensated meal period will be assigned for each Nurse working more than six consecutive hours during each shift.

Section 4.4 - Weekends

Modify section 4.4 as follows:

The Medical Center will continue its present practice of endeavoring to grant every other weekend off unless the nurse requests to work more frequent weekends. A nurse shall not be required to work more than two extra weekend shifts during the period July 1 through Labor Day. Nurses who don't take prime time vacation shall not be required to work extra weekend shifts during that prime time

Section 7.11 - Special Benefit Program for Senior Nurses

Modify section 7.11(a) as follows (no change to remainder of the section):

(a) A nurse who has worked at least 24 hours per week for the previous 52 weeks, who is at least 62 years old, and who has at least 20 years of bargaining-unit seniority may elect during the annual "open-enrollment-for-insurance-benefits" period to reduce her/his weekly commitment to (or maintain it at) 24 hours per week and shall continue to be covered by the group medical insurance plan(s) that are generally available to other employees at the Medical Center.⁴ For the purposes of this article only, NARH

bargaining unit seniority shall be applied. For such a nurse who has so reduced/ maintained her/his weekly commitment, the Medical Center will pay 80% of the cost of the premium for individual plan coverage (with the nurse paying the remaining 20%), or 55% of the cost of the premium for family plan coverage (with the nurse paying the remaining 45%). In order to be eligible for such Medical Center contributions, the nurse must maintain the same level of coverage (i.e., individual or family). The Medical Center contributions will be based on Network Blue rates or a substantially equivalent program.

⁴ The right to elect such a reduction to 24 hours per week as set forth in this Section 7.11 shall be available/limited as follows: (i) such a nurse whose regular weekly schedule is three 12-hour shifts may elect a reduction to two 12-hour shifts, unless otherwise agreed to by the Administrative Director of Nursing Operations in her/his sole discretion, (ii) such a nurse whose regular weekly schedule is four 10- hour shifts may elect a reduction to three 10-hour shifts (i.e., 30 hours per week) or to three 8-hour shifts, (iii) such a nurse whose regular weekly schedule is four 9-hour shifts may elect a reduction to three 9-hour shifts (i.e., 27 hours per week) or to three 8-hour shifts, (iv) such a nurse whose regular weekly schedule is three 10-hour shifts may elect a reduction to three 8-hour shifts, (v) such a nurse whose regular weekly schedule is three 9-hour shifts may elect a reduction to three 8-hour shifts, and (vi) such a nurse whose regular weekly schedule is five 8-hour shifts or four 8-hour shifts may elect a reduction to three 8-hour shifts.

Section 9.4 (b)(1) – Pre-admission testing

Change “Pre-admission testing” to “Pre Anesthesia Services”

Section 9.11 – Promotions/Vacancies/Transfers

Eliminate the remainder of the third sentence beginning at the word “...provided,…”

Section 11.2 - Grievances

Step one - change 5 days to 15 days in the second sentence

Step two – change 5 days to 15 days in the third sentence

Delete last sentence of section 11.2