

**AGREEMENT**

**BETWEEN**

**SHAUGHNESSY-KAPLAN REHABILITATION HOSPITAL, INC.**

**DBA SPAULDING HOSPITAL FOR CONTINUING MEDICAL CARE – NORTH SHORE**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, LOCAL 3658, AFL-CIO**

**(PARAPROFESSIONAL UNIT)**

**JANUARY 1, 2023 - DECEMBER 31, 2024**

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Agreement effective 1<sup>ST</sup> day of January, 2023, by and between SHAUGHNESSY-KAPLAN REHABILITATION HOSPITAL, INC. dba Spaulding Hospital for Continuing Medical Care – North Shore (hereinafter referred to as the “ Organization”), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3658, AFL-CIO, STATE COUNCIL 93 (hereinafter referred to as the "Union").

## PURPOSES

The intent and purposes of this Agreement are to maintain harmonious relationships between the Organization and the paraprofessional employees who are subject hereto; to promote and maintain that relationship subject to the Organization's objective of providing to the community high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such employees; and to establish amicable processes for collective bargaining. The Union agrees that it will cooperate with the Organization and support its efforts to assure efficient operation, to serve the needs of the community and to meet the highest standards in such services.

## ARTICLE I

### RECOGNITION

1.1 Bargaining Unit. The Organization recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time employees and all part-time employees regularly scheduled to work at least twenty (20) hours per week at any North Shore Satellite locations including the following locations:

**Spaulding Outpatient Center Marblehead-JCC**  
The Jewish Community Center  
4 Community Road, Marblehead MA, 01945

**Spaulding Outpatient Center Lynn**  
583 Chestnut St  
Suite 3  
Lynn, MA 01904

**Salem - Outpatient& Pediatric Centers**  
Shetland Park, 2nd Floor, Suite 211  
35 Congress Street  
Salem, MA 01970

**Spaulding Outpatient Center Marblehead-YMCA**  
Lynch/van Otterloo YMCA  
40 Leggs Hill Road, Marblehead MA, 01945

**Spaulding Outpatient Center Cape Ann**  
1 Blackburn Drive  
Gloucester, MA 01930

**Spaulding Outpatient Center Peabody**  
The Musculoskeletal Center of the North Shore  
4 Centennial Drive, Peabody MA, 01960

**MGB Salem Hopsital**  
**Spaulding Inpatient Unit**  
81 Highland Ave, Salem, MA 01970

In the job classifications of Administrative Assistant I, PSR/MSA I, PSR/MSA II, Rehab Aide, LPTA I, LPTA II COTA I and COTA II , Office Coordinator, and Medical Service Associate as defined in the National Labor Relations Act.

1.2 Scope of Bargaining Unit and Agreement. The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

1.3 Temporary Employees. The term "temporary employee" shall refer only to an employee who at the time of their hire is informed that their employment will not be permanent. An employee hired on a temporary basis to replace an employee(s) on a leave(s) of absence or to work on a special project for a defined period may be employed on a temporary basis for the period of the leave(s) or a special project, respectively, in both cases without regard to the duration of the period of temporary employment. While the Organization is not restricted in the other reasons for which it may hire temporary employees, the Organization will not employ any such employee in a temporary capacity for more than six (6) months.

If a temporary employee is continued beyond a maximum period of temporary employment provided for above, they will become regularly employed and their seniority date will date back to their original date of employment.

The Organization will not employ a series of temporary employees in a permanent position for the purpose of avoiding filling a vacancy.

1.4 Definitions. The terms "full-time employee" and "full-time employees" refer only to employees employed on a permanent basis who are normally scheduled to work thirty-seven and one-half (37 ½) hours per week. The terms "part-time employee" and "part-time employees", as used hereinafter, refer only to employees employed on a permanent basis who are normally scheduled to work at least twenty (20) hours, but less than thirty seven and one half (37 ½) hours per week.

## ARTICLE II

### NON-DISCRIMINATION



The parties are mindful of their obligations under federal and state laws pertaining to discrimination in employment, and the Organization and the Union therefore agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, color, national origin, sex, sexual orientation, age, physical handicap, religion or activity with respect to the Union, in violation of such federal or state law.

### ARTICLE III

#### UNION ACTIVITIES

3.1 Newly Employed Employees. The Organization will advise all new employees at the time of employment that the Union is their exclusive representative for the purposes of collective bargaining and will each month notify the Union in writing of the name and cost center location of each employee newly employed during the preceding month.

The Union will be notified of the date, time and place of new employee orientation and the Organization will provide the Union the opportunity to meet with newly-hired bargaining unit employees for five (5) minutes at the end of orientation for the purpose of distributing cards to authorize deductions for union dues or agency fees.

3.2 Participation in Union Activities. The Organization and the Union recognize the right of any employee to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the Union, and neither party will interfere with any employee in the exercise of that right.

3.3 Union Representative. An authorized representative of the Union shall have reasonable opportunity to visit the Organization premises for purposes of conferring with

authorized representatives of the Organization and for purposes of conferring for a reasonable period of time with a Union steward and/or employee relative to any question arising under this Agreement. Such visits with a Union steward and/or employee will take place during non-working time, unless approved by the Vice President of Human Resources/designee, and shall not interfere with orderly operations at the Organization. The Union representative shall make an appointment with the Vice President of Human Resources or their designee in advance of any such visit to meet with a representative of the Organization and shall advise the Vice President of Human Resources or their designee in advance of any such visit to confer with a Union steward or employee. Upon arrival at the Organization, the Union representative shall advise the Vice President of Human Resources or their designee of their presence. During any such visit, the Organization will make available a suitable area where the Union representative may confer privately with such Union steward and/or employee.

3.4 Union Stewards. The Union will designate a total of three (3) employees as its Union stewards and authorize these three (3) employees to deal with the Organization about adjustment of grievances arising under this Agreement. The Union stewards shall be empowered to act for the Union and, as such, shall be deemed agents of the Union. The Union will notify the Organization of the Union stewards, designation and any changes in such.

3.5 Union Activities on Organization Premises. There shall be no Union activities on Organization premises at any time except as authorized by this Agreement or by agreement with the Organization's Vice President of Human Resources/designee.

3.6 Bulletin Board. The Organization will provide space, in a mutually agreed-upon location, for a bulletin board (approximately 2' x 3' in size) to be furnished by the Union, for the

posting of notices of Union meetings and related materials. No materials shall be posted by the Union without the prior approval of the Vice President of Human Resources, provided that such approval shall not be unreasonably withheld.

3.7 Union Conferences and Conventions. Upon at least thirty (30) days' advance written notice, and subject to a maximum of five (5) days for the Union's national convention and a total maximum of nine (9) days per contract year for all purposes, the Organization will grant up to a total of two (2) employees<sup>1</sup> designated as delegates to state or national Union conferences and conventions time off without pay to attend such conferences or conventions, subject to the Organization's operating needs as determined by the Vice President of Human Resources/designee. The amount of time off available for the use of earned time for vacation during the summer shall be reduced by the amount of time taken during the summer to attend Union conferences and conventions. Requests for time off to attend Union conferences and conventions during the summer shall be submitted not later than March 1st.

3.8 Voluntary Deductions.

(a) The Organization agrees to deduct on a weekly basis a pro rata share of the annual dues for membership in the Union from the earnings of any employee who has voluntarily authorized the making of such deduction by filing written authorization therefor with the Organization in a form annexed hereto as *Appendix A*. Such deductions shall be in the amounts certified by the Union and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer during the calendar month

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<sup>1</sup> From both this bargaining unit and the professional bargaining unit which is also represented by the Union.

following the month in which the actual withholding occurs, together with the record of the amount and the names of those for whom deductions have been made. The Organization shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. The Organization shall cease to make deductions upon the employee's termination or transfer to a position not covered by this Agreement, or upon revocation of the authorization in accordance with its terms or with applicable law.

(b) The Organization agrees to deduct on a weekly basis agency service fees from the earnings of any employee who has voluntarily authorized the making of such deduction by filing a written authorization therefor with the Organization in a form annexed hereto as *Appendix B*. Such deductions shall be in the amounts certified by the Union and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer during the calendar month following the month in which the actual withholding occurs, together with the record of the amount and the names of those for whom deductions have been made. The Organization shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. The Organization shall cease to make deductions upon the employee's termination or transfer to a position not covered by this Agreement, or upon revocation of the authorization in accordance with its terms or with applicable law.

(c) The Union shall indemnify, defend and save harmless the Organization against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason

of, any action taken or not taken by the Organization for the purpose of complying with this Section.

3.9 Agency Service Fee.

(a) Each employee who is not a member of the Union shall as a condition of continued employment, beginning on the thirtieth (30th) calendar day following either commencement of employment or the effective date of this Agreement, whichever is later, pay a service fee to the Union to cover the cost of collective bargaining and contract administration in the amount certified by the Union.

(b) The Union shall indemnify, defend and save the Organization harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Organization for the purpose of complying with this Section.

#### ARTICLE IV

##### MANAGEMENT RIGHTS

(a) The Union recognizes the right of the Organization to operate and manage the Organization. All rights, functions, prerogatives, and discretions of the management of the Organization, formerly exercised, potentially exercisable, or otherwise, are vested exclusively in the Organization except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, the Organization reserves to itself, subject only to the express provisions of this Agreement, the management of the Organization and the right to: direct the employees and assign work;

determine the quality and quantity of work to be performed; determine qualifications for employees; establish standards of performance and rules of conduct; require the maintenance of discipline, order and efficiency; evaluate competency and performance; hire, transfer and promote; establish, promulgate, administer, regulate, determine and redetermine policies, practices, methods, procedures and conditions related to medical, rehabilitation and nursing care standards, performance standards for other employees, patient care, staffing, research, education, training, operations, services and maintenance; determine the number and location of divisions, departments, units, and all other facilities of the Organization and whether the whole or any part of its operations shall continue to operate; to lay off employees for lack of work or other reasons or, after affording the Union an opportunity to negotiate about a reduction in hours, to reduce the same; determine and redetermine job content and establish, expand, reduce, alter, combine, consolidate, abolish or discontinue any job classification, department, unit, operation or service or portion thereof; subcontract work or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline employees for just cause; require additional hours of work, including overtime work, subject to the provisions of Section 7.3; institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

(b) Assignment to MGB Salem Hospital Affiliated Subsidiaries. Employees may be assigned to work at MGB Salem Hospital Center Affiliated Subsidiaries, as determined by the Organization.

(c) Productivity Goals The Organization retains the right to change existing productivity goals and to establish new ones. However, before implementing any such changes

or establishing new ones, the Organization will notify the Union and will meet with the Union to receive input and will give good faith consideration to the Union's views and suggestions.

## ARTICLE V

### CONTINUITY OF OPERATIONS

5.1 No Strikes or Other Interferences. The Union agrees that there will be no strikes of any kind whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sitdowns or slowdowns, sick-outs or sit-ins, picketing, boycotts, or any other direct or indirect interference with the Organization's activities or operations during the life of this Agreement. Neither the Union nor any officer, steward or other agent or representative or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section 5.1.

5.2 No Lock-Outs. The Organization agrees not to conduct a lock-out of employees during the life of this Agreement.

5.3 Union's Best Efforts. The Union agrees that, in the event of any violation of Section 5.1, the Union will immediately order that such violation cease, and the Union, its officers, stewards and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

5.4 Remedies. In addition to other remedies available to it, the Organization may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 5.1. Any discipline under this Article shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of whether or not the

employees who were disciplined in fact participated in, encouraged or were responsible for such violation.

5.5 Injunctive Relief. The Union agrees that immediate injunctive relief shall be an appropriate remedy in the event of a violation of Section 5.1.

5.6 Emergency Arbitration Procedure. In the event of an alleged violation of this Article, the Organization may, but shall not be required to resort to the grievance or arbitration procedures of Article VI of this Agreement. The Organization may institute special arbitration proceedings regarding such violation by electronic notice thereof to the Union and to the American Arbitration Association which shall, immediately upon receipt of such electronic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within 24 hours after their appointment upon electronic notice to the Organization and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Organization and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as she or he may deem appropriate to promptly terminate such violation. No opinion shall be required of the arbitrator, but only a written award and order which shall be issued at the hearing. Such award and order shall be final and binding on the Union and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the Organization. Resort to this procedure shall not preclude the Organization from pursuing any other or additional procedures or actions to stop or punish a violation of this Article.



## ARTICLE VI

### GRIEVANCE AND ARBITRATION

6.1 Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement.

6.2 Informal Adjustments. The parties recognize that day-to-day problems affecting employees will normally be adjusted between the employee and their immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of other or similar problems between an employee and their immediate supervisor or elsewhere in the Organization.

6.3 Grievance and Arbitration Procedure.

(a) Definitions. For the purposes of this Agreement, a "grievance" is a complaint by an employee that the Organization has interpreted or applied this Agreement in violation of a specific provision hereof and that such interpretation or application has adversely affected their interest as an employee under this Agreement. The term "days", as used in this section, shall mean Monday through Friday, excluding holidays. Only grievances as defined in this Article are subject to grievance and arbitration hereunder.

(b) Any grievance which cannot be adjusted as contemplated by Section 6.2 shall be subject to resolution in the following manner:

STEP 1. The aggrieved employee or a Union steward shall submit the grievance in writing to their immediate supervisor or department head, as the case may be, within five (5) days, excluding Saturdays, Sundays and holidays, after the aggrieved employee first knew or had reason to know of the factual basis for the grievance. The grievance shall be signed by the aggrieved employee and shall state the specific provision(s) of the Agreement alleged to have been violated, the facts on which the grievance is based, and the remedy sought. The immediate supervisor or department head, as the case may be, will discuss the matter with the aggrieved employee and the Union steward and will give their answer in writing within seven (7) days after the initial presentation of the written grievance.

STEP 2. If the aggrieved employee is not satisfied with the answer at Step 1, within five (5) days after receipt of such answer, the grievance may be submitted in writing to the appropriate Department Head. The appropriate Department Head or their designee will discuss the matter with the aggrieved employee and a Union steward and will give their answer in writing within ten (10) days after the grievance has been referred to them..

STEP 3. If the aggrieved employee is not satisfied with the answer at Step 2, within seven (7) days after receipt of such answer, the grievance may be submitted in writing to the Vice President of Human Resources or their designee. The Vice President of Human Resources or their designee will discuss the matter with the aggrieved employee and a Union representative and will give their answer in writing within ten (10) days after the grievance has been referred to them.

STEP 4. If the Union is not satisfied with the answer to the grievance at Step 3, the Union may refer the grievance to arbitration by providing the Organization with written notice of

the Union's intent to arbitrate within thirty (30) days after the Union's receipt of the answer at Step 3. If possible, the arbitrator will be selected by mutual agreement. If the Organization and the Union do not select the arbitrator by mutual agreement, the arbitrator will be selected by the American Arbitration Association in accordance with its usual rules and procedures then obtaining for labor arbitrations, provided that a written Demand for Arbitration is filed by the Union with the American Arbitration Association with a copy being simultaneously furnished to the Vice President of Human Resources, within ten (10) days after the notice of intent to arbitrate has been provided to the Organization.

Notwithstanding the foregoing, any individual employee or group of employees shall have the right at any time to present grievances to the Organization and to have such grievances adjusted, without the intervention of the Union, provided that any grievance adjustment shall not be inconsistent with this Agreement and a Union steward or Union representative shall be given an opportunity to be present at any such adjustment.

6.4 Arbitrator's Function and Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement to the grievance as submitted in accordance with Section 6.3. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. No arbitrator shall have any authority or power to reverse, set aside or modify any determination made by the Organization pursuant to the provisions of this Agreement unless they find that such determination was arbitrary or capricious, without any reasonable basis or in contravention of express language of this Agreement which is not subject to interpretation.

6.5 Effect of Arbitrator's Decision. The decision of the arbitrator on any grievance properly submitted to them hereunder, if within the scope of their authority and power, shall be final and binding upon the Organization, the Union and the aggrieved employee.

6.6 Rules. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

6.7 Expenses. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

6.8 Time Limits Mandatory. The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due and the grievance may then be referred to the next step.

6.9 Group Grievances. A grievance involving a group or class of employees may be presented in writing as a group grievance by the Union at Step One within ten (10) days of the earliest date on which an employee in the group knew or reasonably should have known of the event or events giving rise to the grievance, provided that the "group" shall include only those employees who have advised the Union in writing in advance of the initial presentation of such

grievance that they wish the Union to pursue the grievance on their behalf, and provided further that the Union upon request shall furnish the Organization a list of those employees who have so advised the Union.

## ARTICLE VII HOURS OF WORK

### 7.1 Work Schedule.

(a) The normal work week shall begin on Sunday at 7:00 a.m. In exercising its discretion, the Organization, to the extent practicable, will endeavor to take into account the circumstances of individual employees for whom a change in work schedule would present a hardship.

(b) The parties recognize that the operating needs of the Organization require flexibility in the scheduling of employees and that the Organization must be free to schedule employees as its operating needs and the needs of its patients require. In exercising its discretion, the Organization, to the extent practicable, will endeavor to take into account the circumstances of individual employees for whom a change in work schedule would present a hardship.

(c) The Organization reserves the right to institute work schedules which provide varying work weeks, work days, hours of work, shifts, and/or starting and quitting times. Before instituting any such work schedules, the Organization will meet and confer with the Union, except when emergencies do not permit. In the event of institution of such a work schedule under emergency circumstances, the Organization will meet and confer with the Union as soon as practicable to discuss the matter. In instituting work schedules which provide varying work

weeks, work days, hours of work, shifts and/or starting and quitting times, the Organization will seek volunteers who are fully qualified and experienced in the judgment of the Organization. In the absence of such volunteers, the Organization will assign the least senior employees who are fully qualified and experienced in the judgment of the Organization.

- (d) Nothing in this Agreement is, or shall be construed as, a guarantee of work.

## 7.2 Working Schedules.

(a) For those job classifications for which the Organization posts working schedules, the Organization shall under normal circumstances post working schedules covering a four (4) week time block not later than two (2) weeks in advance of the start of the period to which they are to apply. Because of unforeseen conditions, however, the Organization may later revise or supersede any schedule so posted. If a paraprofessional employee has an unanticipated need to make a change in his/her working schedule, the Organization will endeavor, subject to its operating needs, to accommodate the requested schedule change.

(b) Employees are expected to report for work irrespective of weather conditions. When employees are unable to travel to work because of severe weather conditions, however, they shall use their earned time.

7.3 Overtime.

(a) All work performed by an employee, when approved by the Organization, in excess of forty (40) hours in a work week, shall be paid for at one and one-half (1 ½) times the employee's regular rate.

(b) All work performed in excess of eight (8) hours in a day shall be paid for at one and one-half (1 ½) times the employee's regular rate, provided, however, that employees whose normal scheduled work day exceeds eight (8) hours shall be paid for time worked in excess of their normal scheduled work day, instead of eight (8) hours in a day, at one and one-half (1 ½) times the employee's regular rate; and provided further that staff may voluntarily agree that their work day may extend beyond a particular scheduled work day without daily overtime being due and that the employee will take compensatory time off, in the same work week in lieu of such daily overtime pay for the work day.

(c) For purposes of this section, regularly scheduled hours covered by earned time in accordance with Article IX shall be counted as hours worked for the purposes of determining eligibility for overtime pay.

(d) There shall be no duplication or pyramiding of any overtime.

(e) An employee is expected to secure approval in advance of the overtime work being performed or, where that is not possible because of patient care needs, to secure approval as soon as possible after the overtime work is completed.

(f) Overtime opportunities will be offered to bargaining unit employees before opportunities which would involve overtime are offered to per diem employees.

(g) An employee who during any calendar month has more than one unscheduled absence in any week during which they are eligible for scheduled overtime will be ineligible to schedule overtime during the following two calendar months. For the purpose of this section only, absences taken under the FMLA will not be considered to be unscheduled absences.

## ARTICLE VIII

### SALARIES

8.1 Salary Program. As part of the settlement of the January 1, 2023-December 31, 2024 Agreement, the Organization and the Union have agreed upon a new salary program as follows:

(a) Salary Scales. The wage increases described below are reflected in Appendix C of this agreement.

#### Year One

- Effective the first pay period following ratification:
  - Eliminate current steps 3-12 on all Paraprofessional contract scales (Grades 435, 436, 438, 439, 470). Renumber current Step 13 as Step 1, and then renumber all subsequent steps. Any employees currently on steps 3-12 move to new Step 1 (former Step 13)
  - Create new top step for Rehab Aide (Grade 435)
  - Create two new steps at top for PSR/MSA, LPTA I and II, COTA I and II (Grades 436, 438, 470)
  - 3.50% Across-the-Board increase to all wage scales
- Create new pay grade for PSR/MSA II at 2.00% above PSR/MSA I grade (Grade 438).
- Continued step progression for all Grades (1 step) on anniversary

#### Year Two

- Effective January 7, 2024:
  - Create new top step for Rehab Aide (Grade 435)
  - Create two new steps at top for PSR/MSA, LPTA I and II, COTA I and II (Grades 436, 438, 470)
  - 2.50% Across-the-Board increase to all wage scales



- Increase pay grade for PSR/MSA II by an additional 2.00% so that it is now 4.00% above PSR/MSA I Grade (Grade 438).
- Continued step progression for all Grades (1 step) on anniversary
- Distance between steps shall remain unchanged at 2.0%.

(b) If bonuses are provided on a general basis to other non-bargaining unit Spaulding North Shore employees, bargaining unit employees will receive such bonuses on the same basis. If bonuses are provided on a general basis to other employees in the Spaulding Network, the Organization will provide notice of such bonuses to the Union. The provision of this notice will not reflect any intent or create any obligation to extend such bonuses to bargaining unit employees.

8.2 Newly Employed Paraprofessional Employees. The initial salary placement on the salary schedule of a newly employed paraprofessional employee shall be determined by the Organization based upon its assessment of the paraprofessional employee's prior work experience, education, special training and other job-related qualifications.

8.3 Shift Differential.

(a) Eligibility.

(i) Except as provided in subsection (ii) below, any paraprofessional employee who starts work at or after 3:00 p.m. is eligible for shift differential pay for all hours worked between 3:00 p.m. and 7:00 a.m. Except as provided in subsection (ii) below, any paraprofessional employee who starts work before 3:00 p.m. and works at

least three (3) hours beyond 3:00 p.m. is eligible for shift differential pay for all hours worked after 3:00 p.m.

(ii) Paraprofessional employees who have Flex Time schedules which coincide with the hours defined in subsection (i) above are not eligible for shift differential.

(iii) Effective March 13, 2011, the shift differential for the evening shift (3:00-11:30 p.m.) is as follows:

Grades	2-9	\$ 1.00 per hour
	10-over	\$1.17 per hour
	7-over	\$2.00 per hour

#### 8.4 Weekend Premium Pay.

(a) Eligibility. Any paraprofessional employee who starts work at or after 11:00 p.m. Friday is eligible for weekend premium pay for all time worked between 11:00 p.m. Friday and 7:00 a.m. Monday. Any paraprofessional employee who starts work before 11:00 p.m. Friday and works at least one (1) hour beyond 11:00 p.m. Friday is eligible for weekend premium pay for all hours worked after 11:00 p.m.

(b) Amount. Effective as of the first pay period following ratification, increase weekend differential to \$4.00 per hour.

(c) No effect on Benefits. Weekend premium pay is not included in the computation of any benefits.

8.5 Holiday Premium Pay.

(a) Holidays. New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, Presidents' Day, Memorial Day and Labor Day, Columbus Day, Veteran's Day and Martin Luther King, Jr. day are designated as holidays.

(i) Holiday Pay. Paraprofessional employees will be paid at one and one-half (1½) times their regular hourly rate for hours worked between 11:00 p.m. the night before holidays (except that in the case of Christmas and New Year's Day, such a premium rate shall be paid for hours worked on a shift commencing at 3:00 p.m. or later on the day before the holiday) and 11:00 p.m. the night of the holiday. In addition to any holiday premium rate, eligible paraprofessional employees will receive any applicable shift differential or weekend premium pay or both.

8.6 On-Call Pay.

(a) On-Call. The Organization reserves the right to establish and disestablish on-call in particular units/departments when it determines such is necessary. The Organization will determine, in its judgment, the number of paraprofessional employees needed to have a reasonable allocation of on-call assignments. It will look first to qualified volunteers and then assign the least senior qualified paraprofessional employees in the unit/department to fill the number of on-call positions. Paraprofessional employees who are assigned to be on-call will be provided with long-range beepers.

(b) Rate. A paraprofessional employee who is assigned by the Organization to be on-call will be paid \$2.00 per hour for each hour that they are on-call.

(c) No Pyramiding. There shall be no pyramiding of on-call pay and pay for hours worked when called to work while on-call.

8.7 Call-in Pay for Paraprofessional Employees Not On Call. A paraprofessional employee who is called to work when not on-call or who is called to work after the expiration of their next on-call or regularly scheduled shift, and who reports for work at the requested time, will be paid for the hours which they work, and will receive a minimum of two (2) hours' pay, including any regularly scheduled hours immediately preceding or following the hours worked as called.

8.8 Re-Opener. The Organization will have the right to re-open this Agreement during its term on one(1) or more occasions for the sole purpose of negotiating about a wage adjustment(s) to one (1) or more classifications and about differential increases. The Organization will give the Union two (2) week's notice of re-opening and, within two (2) weeks thereafter, the Union and the Organization will meet to negotiate about the Organization's proposed wage adjustment(s) and/or differentials increases. . In addition, the Organization will have the right during the term of this Agreement to make temporary upward adjustments to the compensation for one or more classifications. If the Organization decides to make any temporary upward adjustments, it will notify the Union not less than two (2) weeks prior to implementing its decision and, upon the Union's request, will meet to discuss the Organization's decision, including the intended duration of the adjustments.

ARTICLE IX

EARNED TIME

9.1 Eligibility. Full-time and part-time employees are eligible for Earned Time ("E.T.).

9.2 Accrual of Earned Time. An eligible employee will accrue earned time hours on a weekly basis, as long as they remain regularly scheduled to work at least twenty (20) hours per week, in accordance with the (applicable) following schedule:

PARAPROFESSIONAL EMPLOYEES *hired before July 3, 1996* (See Appendix C for Job Titles and Grades)

**Weekly Accrual**

<u>Regularly Scheduled Hours Per Week</u>	<u>At least 40 Hours</u>	<u>At least 32 Hours</u>	<u>At least 24 Hours</u>	<u>At least 20 Hours</u>
<u>GRADES 10 AND ABOVE</u>				
Start of Earned Time	5.08 hrs.	4.06 hrs.	3.05 hrs.	2.54 hrs.
After 5 Years' Seniority	5.85 hrs.	4.68 hrs.	3.51 hrs.	2.92 hrs.
After 20 Years' Seniority	6.62 hrs.	5.30 hrs.	3.97 hrs.	3.31 hrs.
<u>GRADES 8 AND 9</u>				
Start of Earned Time	5.08 hrs.	4.06 hrs.	3.05 hrs.	2.54 hrs.
After 7 Years' Seniority	5.85 hrs.	4.68 hrs.	3.51 hrs.	2.92 hrs.
After 20 Years' Seniority	6.62 hrs.	5.30 hrs.	3.97 hrs.	3.31 hrs.

<u>Regularly Scheduled Hours Per Week</u>	<u>At least 40 Hours</u>	<u>At least 32 Hours</u>	<u>At least 24 Hours</u>	<u>At least 20 Hours</u>
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GRADES 1 THROUGH 7

Start of Earned Time	4.31 hrs.	3.45 hrs.	2.58 hrs.	2.15 hrs.
After 5 Years' Seniority	5.08 hrs.	4.06 hrs.	3.05 hrs.	2.54 hrs.
After 10 Years' Seniority	5.85 hrs.	4.68 hrs.	3.51 hrs.	2.92 hrs.
After 20 Years' Seniority	6.62 hrs.	5.30 hrs.	3.97 hrs.	3.31 hrs.

All eligible employees hired after July 3, 1996 will accrue earned time hours on a weekly basis, as long as they remain regularly scheduled to work at least twenty (20) hours per week, in accordance with the following schedule:

PARAPROFESSIONAL EMPLOYEES *hired after July 3, 1996*

**Weekly Accrual**

<u>Regularly Scheduled Hours Per Week</u>	<u>At least 40 Hours</u>	<u>At least 32 Hours</u>	<u>At least 24 Hours</u>	<u>At least 20 Hours</u>
Start of Earned Time	4.31 hrs.	3.45 hrs.	2.58 hrs.	2.15 hrs.
After 5 Years' Seniority	5.08 hrs.	4.06 hrs.	3.05 hrs.	2.54 hrs.
After 10 Years' Seniority	5.85 hrs.	4.68 hrs.	3.51 hrs.	2.92 hrs.
After 20 Years' Seniority	6.62 hrs.	5.30 hrs.	3.97 hrs.	3.31 hrs.

Eligible employees whose regularly scheduled hours are reduced, but remain at least twenty (20) hours per week, will thereafter accrue earned time hours at the applicable part-time

rate. Earned time accrued may not exceed 560 hours for a full-time employee or the pro rata equivalent for an eligible part-time employee.

9.3 Payment of Earned Time.

(a) Rate. Earned time for employees entitled thereto is paid at the employee's regular hourly rate at the time that she or he uses such earned time. The rate of pay for earned time hours includes the applicable shift differential if the employee is then assigned to work a permanent evening or night position.

(b) Maximum Amounts. Earned time may be taken only in substitution for regularly scheduled work hours. The maximum amount of earned time which may be taken in a work week is the employee's then regularly scheduled hours per week.

(c) Payment Upon Termination. Upon termination, an eligible employee who has completed ninety (90) days of continuous employment will be paid for any unused accrued earned time at the employee's then regular hourly rate.

(d) Earned Time Cash-In. The Organization, in its discretion, may offer an Earned Time cash-in program to employees.

9.4 Use of Earned Time.

(a) Use of Accrued Time Only. Except as provided in subsections (b) and (c), earned time must be accrued before it can be used.

(b) Newly Employed Employees. Newly employed employees must complete ninety (90) days of continuous employment before they are eligible to use earned time, except as

provided in this subsection. If a holiday observed by the Organization occurs during the first ninety (90) days of an employee's employment and they are not scheduled to work the holiday, the newly employed employee may upon request take earned time for that day in advance. If an employee is scheduled to work on a holiday during that period, an earned time day will be advanced upon request. In either case, the earned time so advanced will be deducted from any earned time which accrues at the completion of the ninety (90) day period. In order to take such earned time in advance, the employee must provide the Organization with written authorization to deduct the amount of earned time so advanced from the amount of their final paycheck in the event that they terminate before completing the period.

(c) Holidays. If an eligible employee is scheduled to have time off for a holiday observed by the Organization and such employee does not have sufficient earned time accrued, they may request an advance of one (1) day's earned time from their supervisor. The earned time advanced will be deducted as soon as sufficient earned time has been accrued.

(d) Scheduling Procedure. An employee who has completed ninety (90) days of continuous employment must use accrued earned time for absences from regularly scheduled work due to vacation, holiday, sickness or other personal reasons. Planned use of earned time must be approved in advance by the immediate supervisor or department head, as the case may be, based on their assessment in their sole judgment of the department's staffing needs. Conflicting requests for time off will be determined by the immediate supervisor or department head based on their assessment in their sole judgment of such factors as seniority, the dates of the requests, the amount of and dates for time off requested, previous requests, and staffing and other needs of the department. In addition, requests to use earned time for vacation during the summer ordinarily will not be granted for period(s) exceeding two (2) weeks, except that, on the



ratification, and continuing through the term, of this January 1, 2023- December 31, 2024 Agreement, an employee's supervisor or department head may, in their discretion based upon the operational needs of the department, approve additional days off after all requests for time off have been addressed and staffing consideration would appear to permit such approval. The provision in the immediately preceding sentence allowing for additional days off during the summer will not be carried over to a successor collective bargaining agreement unless the parties so agree during subsequent negotiations.

(e) Prime-Time Vacations.

(i) Prime-time summer vacation requests must be submitted by March 1.

Prime-time summer vacation period is defined as that period which extends from Memorial Day through Labor Day. All requests for prime-time summer vacation will be responded to within five (5) weeks after March 1. Subject to the two (2) week maximum vacation time off during summer prime time, employees may request, after the March 1 deadline, available vacation time.

(ii) Prime-time Christmas vacation requests, together with prime-time

Christmas holiday requests, must be submitted by the second Monday in September utilizing the approved employee time-off request form.. Prime-time Christmas vacation and prime-time Christmas holiday are defined as those vacation days and holidays which occur from Thanksgiving Day through New Year's Day. All requests for prime-time Christmas vacation and prime-time Christmas holiday will be responded to within five (5) weeks of the second Monday in September.

(f) Non-prime-time vacation requests of one (1) week or more must be submitted at least four (4) weeks before the schedule is to be posted, and will be responded to as soon as possible, but within four (4) weeks after submission. Requests submitted less than four (4) weeks prior to posting of the schedule will be responded to as soon as possible. No requests will be accepted more than six (6) months in advance.

(g) Annual Use. Eligible employees are required to utilize during each calendar year a portion of their annual accrued earned time for that year for vacation purposes, and such amount will be deducted from an eligible employee's accrued earned time. Eligible employees are responsible for managing their use of earned time so as to meet the requirements of this and the preceding subsection.

(h) Mandatory Use. The Organization may require eligible employees to use earned time, at dates and times determined by the Organization, for lack of work or for other reasons. For example, an employee will be required to use earned time prior to beginning an unpaid leave of absence. Before requiring employees to use earned time for lack of work or other non-routine reasons, the Organization will meet and confer with the Union.

#### 9.5 Illness or Injury.

(a) Accrued earned time must be used for any time that an employee is prevented from working their regularly scheduled hours due to illness or injury, except to the extent that unconverted sick time is used. Section 12.2(d) will apply in cases of medical leave (including medical leave for maternity reasons) exceeding thirty (30) days.

(b) An employee who is prevented from working their regularly scheduled hours due to illness or injury must notify their supervisor as early as possible, but in no event less than one (1) hour prior to the time that they are scheduled to report to work (in the case of evening and night shifts, four (4) hours prior to the scheduled reporting time) except in cases of extreme emergency. In such cases, the supervisor must be notified as soon as possible. Failure to comply with this subsection may result in denial of earned time and/or disciplinary action.

(c) An employee who is absent due to illness or injury must, either upon request or in case of absence for a period of seven (7) or more consecutive calendar days, provide medical verification satisfactory to the Organization detailing the employee's medical condition and the expected length of sickness, in order to continue to receive earned time pay. Failure to comply with this subsection also may subject the employee to disciplinary action.

(d) In the event that an eligible employee has unused accumulated sick time that was not converted into earned time when they became eligible for earned time, accrued earned time will be used for the first sixteen (16) consecutive scheduled work hours or the first two (2) consecutive scheduled work days (whichever is less) that the employee does not work due to illness or injury, and such unconverted sick time will be used thereafter until the employee returns to work or has exhausted their unconverted sick time. An employee who is not eligible for earned time who has unused accumulated sick time will use such time beginning on the third (3rd) consecutive scheduled work day that the paraprofessional employee does not work due to illness or injury and continuing until the employee returns to work or has exhausted their unconverted sick time. An employee who has (a) unused accumulated sick time, and (b) is absent due to illness or injury for five (5) consecutive scheduled work days, may use

their unconverted sick time for all days, retroactive to the first (1<sup>st</sup>) day, that the paraprofessional employee does not work due to illness or injury.

(e) If an employee becomes ill or seriously injured during an earned time leave for vacation, the employee will continue on the earned time approved for vacation until the requested leave has expired.

(f) A physical examination or other medical evidence satisfactory to the Organization may be required by the Organization in the event of any illness or injury in order to assure the Organization that the employee is able to resume their duties without jeopardizing the health or safety of the employee, patients or other staff.

(g) In the event that an employee receives workers' compensation benefits for a period of time lost due to illness or injury, the employee may use earned time to the extent necessary to make up the difference between such workers' compensation benefits and their regular pay.

## ARTICLE X

### HOLIDAYS

10.1 Holidays Observed. The following holidays are observed by the Organization:

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

Holidays will be observed under this Agreement on the day established by the law of the Commonwealth of Massachusetts for its observance as a legal holiday, except that, in the case of employees whose units or departments are not open and who do not work on the holiday, if any of such holidays falls on a Saturday, it will be observed on the previous Friday and if any of such holidays falls on a Sunday, it will be observed on the following Monday.

10.2 Scheduling.

(a) Except in emergency circumstances, an employee will not be required in a given Thanksgiving through New Year's holiday season to work more than two (2) of the following holidays: New Year's Day, Thanksgiving Day and Christmas Day. Subject to the staffing needs of the Organization, and unless an employee elects otherwise, an employee will not be scheduled to work the same two holidays among Thanksgiving Day, Christmas Day, or New Year's Day that they worked in the prior year. Holidays that fall on a weekend will be considered as fulfilling a holiday and weekend commitment jointly.

10.3 Holiday Work – Satellites. If the Organization decides to have one (1) or more satellite locations open on Columbus Day and/or Veteran's Day to provide rehabilitation services, it will seek volunteers from among its rehabilitation staff and, if there are not sufficient volunteers, then the Organization will assign the least senior employees in the classification(s) involved. Work shifts on such holidays will be not less than four (4) hours and not more than eight (8) hours in duration. Veteran's Day Holiday will be floated to the day after Thanksgiving in the outpatient Satellites. The Satellites will close on the day after Thanksgiving and remain open on Veteran's Day.

10.4 Holiday Work – Salem Hospital. For employees who are primarily staffed to work on an inpatient unit at Salem Hospital, the Martin Luther King Jr. Day holiday will be floated to Patriot's Day to match the Salem Hospital holiday schedule.

## ARTICLE XI

### EMPLOYMENT STATUS

11.1 Seniority. Seniority means length of continuous employment by the Organization, or, in the case of employees employed by the Organization as of June 30, 1990, length of continuous employment by the City of Salem and the Organization, or, in the case of employees involuntarily transferred on a permanent basis from a Mass General Brigham Affiliate, length of continuous employment by such Mass General Brigham Affiliate and the Organization, provided that for reduction in force and recall purposes length of continuous employment with a Mass General Brigham Affiliate shall not be credited until June 30, 1991 in comparing the seniority of involuntary transferees with that of employees who were employed by the Organization as of June 30, 1990.<sup>2</sup> An employee who has voluntarily transferred on a permanent basis prior to the effective date of this Agreement or who transfers on a permanent basis after the effective date of this Agreement from another Mass General Brigham Affiliate, as well as employees converting from a per diem status to regular employment, will be given seniority and length of service credit for all purposes except for reduction in force and recall, vacation and holiday scheduling and floating off the employee's regularly assigned unit.

11.2 Probationary Employees.

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<sup>2</sup> This provision shall not apply to Rehabilitation staff and they shall be credited with length of continuous service with a Salem Hospital Affiliated Subsidiary for such purposes from their date of involuntary transfer.

(a) Attainment of Seniority. Each newly employed employee (including any employee who voluntarily transfers to the Organization from another Mass General Brigham Affiliate, but excluding any such employee involuntarily transferred) shall be deemed a probationary employee during their first one hundred twenty (120) days of continuous employment and shall not acquire any seniority status until completion of their probationary period. Such employee's seniority shall then date back to their date of employment. In the event that a newly employed employee is absent from work in excess of seven (7) days during said probationary period, the probationary period shall be extended by the number of days that the employee is absent.

(b) No Recourse on Termination. During the probationary period, an employee may be terminated in the sole discretion of the Organization without recourse under this Agreement.

(c) Eligibility for Benefits. Newly employed employees who have not completed the one hundred twenty (120) day probationary period are eligible for benefits as provided elsewhere in this Agreement after ninety (90) days of continuous employment.

11.3 Loss of Seniority and Employment Rights. Seniority and all employment rights will be lost by:

- (a) Resignation;
- (b) Discharge;
- (c) Failure to report for work at the expiration of an approved leave of absence;

(d) Employment elsewhere during an authorized absence from work or during an approved leave of absence unless approved in writing by the Vice President of Human Resources;

(e) Failure to report for work while on layoff within fourteen (14) calendar days of the date of mailing by registered or certified mail of notice to report; or

(f) Failure to do any work for the Organization during a period of one (1) calendar year (not including periods covered by an approved leave of absence).

If reemployed following the loss of her or his seniority, an employee shall be deemed a newly employed employee for all purposes under this Agreement.

11.4 Vacancies. If there is a vacancy in a position which the Organization decides to fill, the Organization may fill it from within the responsibility center in which the vacancy exists by either transfer or promotion. If the Organization in its discretion determines not to fill such vacancy from within the responsibility center, the Organization will publicize the existence of the vacancy for five (5) calendar days, exclusive of Saturday and Sunday. Any employee who desires to apply to fill the vacancy may do so by filling out appropriate papers and submitting them to the Human Resources Department. The Organization shall decide whether to fill the vacancy by transfer or promotion based on its assessment of the respective qualifications of the employees (including knowledge, education, skills, current performance, attendance records, demonstrated willingness to handle increased or varied responsibilities and seniority). Seniority will be the determining factor only when all other qualifications are equal. For purpose of this section the term "transfer" shall mean moving to another position which is in the same salary grade as the applicant's current position. The term "promotion" shall mean moving to another



position which is in a higher salary grade than the applicant's current position. The Organization will interview all internal applicants, who meet the requirements for the job.

11.5 Reduction in Force.

(a) Selection of Affected Employees. In the event that the Organization determines to reduce staff in a job classification, the employee(s) in the affected job classification(s) shall be selected in inverse order of their length of continuous service in the job classification, except when in the Organization's judgment there is a significant difference in performance between the employee with the shortest length of service in the affected job classification and another employee in the same job classification (the "other paraprofessional employee"), provided that the employees who will be remaining in the job classification are fully qualified to perform the duties of the positions they will be holding. In such event, employees shall be selected in the following order:

(i) the Organization will first select, in inverse order of length of service in the job classification, the employee(s) if any, whose length of service in the affected job classification is less than that of such other employee and whose performance, in the Organization's judgment, is not significantly better than such other employee;

(ii) the Organization will then select such other paraprofessional employee.

Notwithstanding the provisions of this section 11.5(a), if a pending reduction in force is the result of a closure or other organizational change within an individual unit, the Organization and the Union agree to meet and discuss an alternative to selecting employees by classification. For the purposes of this paragraph, "unit" is defined as an in-patient nursing floor.

(b) Transfer of Affected Employees. In the event that an employee is scheduled to be affected by a reduction in force and there exists a vacant position within the bargaining unit in a job classification not affected by reduction in force, the employee scheduled to be affected will be transferred to such vacant position if she or he is fully qualified (on the basis of such factors as experience, knowledge, education, skills, ability, and performance) in the Organization's judgment to perform the duties of the position.

(c) Displacement of Affected Employees. If there is no vacancy into which an employee who is scheduled to be affected by a reduction in staff may transfer, such employee shall be permitted to displace the employee with the least seniority whose position the affected employee can, in the Organization's judgment, fill at a satisfactory level of performance unless there is in the Organization's judgment a significant difference in performance and/or qualifications between the employee scheduled to be affected by reduction in force and such least senior employee. In exercising its judgment under this subsection (c), the standard set forth in the third sentence of Section 6.4 shall apply. An employee who is permitted to transfer or to displace another employee pursuant to Sections 11.5 (b) and (c) will be placed on the salary schedule in accordance with applicable salary policy. An employee who is displaced from their position pursuant to this subsection shall be selected for reduction in force and in that reduction in force process shall not be permitted to displace another employee pursuant to this subsection. Notwithstanding anything to the contrary in this subsection, the Union stewards, the names of whom shall be provided initially to the Organization together with any subsequent changes in designation, shall be granted super seniority for reduction in force purposes, such that they shall, if necessary, be able to exercise their displacement rights under this subsection as if they were senior to all other bargaining unit employees and will only be required to meet the standard of

being fully qualified, in the Organization's judgment, to perform the duties of the position of the employee whom they would be displacing. Notwithstanding anything in this subsection, an employee may not displace to a position in a higher rated job classification.

(d) Temporary or Intermittent Reductions in Force. In the event the Organization determines that a reduction in staff is likely to be temporary (for a period of less than one (1) month) or intermittent, the Organization may offer employees in the bargaining unit the opportunity voluntarily to take time off during part or all of the period of temporary or intermittent reduction. If an employee accepts such offer, they may be compensated for such time through the use of their Earned Time. If there are an insufficient number of bargaining unit employees who volunteer to take time off, the Organization may send one or more employees in the unit(s) affected by the temporary or intermittent reduction home. The Organization will select employees to send home on a rotating basis on the basis of seniority. Such employees may opt to take the time off without pay or to be compensated for such time through the use of their Earned Time.

(e) Definition of Significant Difference. The terms "significant difference in performance" and "significant difference in performance and/or qualifications" shall mean a difference which is demonstrable based on documentation.

11.6 Recall. An employee who has been laid off shall be entitled to recall rights for a period of one (1) year from the effective date of their layoff, or the length of their continuous employment with the Organization (and, in accordance with Section 11.1, with the City of Salem or a North Shore Medical Center Affiliated Subsidiary) prior to layoff, whichever is less, provided that for recall purposes length of continuous employment with a North Shore Medical

Center Affiliated Subsidiary shall not be credited until June 30, 1991, in comparing the seniority of involuntary transferees with that of employees who were employed by the Organization as of June 30, 1990.<sup>3</sup> If, subsequent to a reduction in force, a vacancy occurs in a job classification from which employees have been reduced, employees who have been laid off from that job classification will be recalled in inverse order of layoff. Recall notices shall be sent via certified or registered mail. Employees with recall rights are required to keep the Organization informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. An employee who is recalled must report to work within fourteen (14) calendar days of the date of mailing of the recall notice, or the employee shall forfeit their seniority and all other employment rights. Probationary employees who have been laid off have no recall rights.

11.7 Discipline and Discharge. The Organization retains the right to discipline and discharge for just cause an employee who has completed their probationary period and acquired seniority under this Agreement. The Organization will make every effort to notify the Union within forty-eight (48) hours after any suspension or discharge, but the failure to provide such notice shall not affect such disciplinary action or the period within which the affected employee may file a grievance, provided that the date for filing a grievance shall be extended by the period of any delay in giving such notice. The Organization will not implement any changes in its discipline guidelines without meeting and conferring with the Union.

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<sup>3</sup> This provision shall not apply to Rehabilitation staff and they shall be credited with length of continuous service with a North Shore Medical Center Affiliated Subsidiary for such purposes from their date of involuntary transfer.

11.8 Personnel Files. Upon request, an employee may review the contents of their personnel file maintained by the Human Resources Department, except for confidential references.

11.9 Resignation. An employee who desires to resign their employment with the Organization shall give the Organization prior written notice of such resignation of at least two (2) weeks, exclusive of other time off with pay.

11.10 Bridge of Service. An employee will be permitted to bridge service:

(a) If the employee returns to work within one (1) year of the last day worked and has not been employed during their break in service and would have received a leave of absence if requested.

(b) If the employee moved away from the area for personal reasons for which the employee would have been granted a personal leave of absence and returned within one (1) year of the last day worked.

(c) In other situations, if the employee returns within thirty (30) days plus the period of accrued earned time at termination.

## ARTICLE XII

### LEAVES OF ABSENCE

12.1 Eligibility. A full-time employee or part-time employee regularly scheduled to work at least twenty (20) hours per week, who has at least one (1) year's seniority, is eligible to apply for a leave of absence. Except as provided in Section 12.2(c), the Organization may, in its

sole discretion, approve a leave of absence for an otherwise eligible employee with less than one (1) year's seniority.

12.2 Family and Medical Leaves. Except as stated in Section 12.2(c), an eligible employee will be guaranteed a cumulative total of up to twelve (12) work weeks of leave<sup>4</sup> during a twelve (12) month period for the birth of a child, to care for a newborn, a newly adopted child, or a newly placed foster child ("parental leave"); to care for a spouse, parent, or child with a serious health condition ("family medical leave"); or to deal with the employee's own serious health condition ("personal medical leave"). The twelve (12) month period will be delineated by counting back twelve (12) months from the date the requested leave or any extension thereof is to begin. All leave taken pursuant to this Section, whether paid or unpaid, will be counted towards an employee's leave entitlement. Reinstatement shall be in accordance with Section 12.7.

(a) Personal Medical Leave. An eligible employee shall be entitled to a leave of absence for his or her own serious health condition, as defined by the Family and Medical Leave Act of 1993. Upon documentation of medical necessity, employees may take such leave on an intermittent or reduced schedule basis. Intermittent leave is defined as non-consecutive leave; reduced schedule leave allows an employee to reduce the usual number of hours worked per week or per day. Employees utilizing intermittent or reduced schedule leave may be transferred

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<sup>4</sup> A work week, for purposes of Article XII, is defined as the number of hours an employee is regularly scheduled to work during a seven (7) day period, Sunday through Saturday.

temporarily to an alternative equivalent position which better accommodates recurring periods of leave. Use of earned time shall be in accordance with Section 12.2(d).

(b) Family and Medical Leave. An eligible employee shall be entitled to a leave of absence to care for a parent, child, or spouse with a serious health condition, as defined by the Family and Medical Leave Act of 1993. Upon documentation of medical necessity, employees may take such leave on an intermittent or reduced schedule basis, as defined above. Employees utilizing intermittent or reduced schedule leave may be transferred temporarily to an alternative equivalent position which better accommodates recurring periods of leave. An employee taking leave pursuant to this Section must use all accrued earned time before beginning any period of unpaid leave.

(c) Parental Leave. A full-time or part-time employee who has completed their probationary period will be granted a leave of absence for the birth of a child or to care for a newborn, a newly adopted, or newly placed foster child for up to sixteen (16) work weeks. Any leave taken prior to the birth due to maternity disability pursuant to Section 12.2(a) shall be deducted from the sixteen (16) work week entitlement. The employee must give two (2) weeks' notice of the expected departure date and indicate an intention to return to work. Use of earned time shall be in accordance with Section 12.2(d).

(d) In cases of personal medical leaves (including maternity disability) exceeding thirty (30) days, accrued earned time must be used, except to the extent that unconverted sick time is used. In such case, an employee may, but shall not be required to, use one (1) year's earned time accrual.

12.3 Other Leaves. The Organization may grant an employee a leave of absence for educational purposes, for Family and Medical Leave purposes beyond the entitlements set forth in Sections 12.2(a), (b), or (c), or for other reasons as the Organization may determine. Such leave will not be denied arbitrarily and capriciously.

12.4 Application Procedure. Requests for leaves must be submitted in writing to the employee's immediate supervisor as far in advance of the anticipated leave as is possible, setting forth the reasons for the requested leave and the dates the leave would begin and end. A request for leave of absence for a serious health condition must be supported by satisfactory medical documentation. A request for leave of absence pursuant to Section 12.2(c) must comply with the provisions thereof. A request for leave of absence for any other reason must be supported by such evidence of the necessity for the leave as the Organization may require, and must be approved by the appropriate Division Director or designee and the Vice President of Human Resources.

12.5 Effect on Benefits. A leave of absence for a period of less than thirty (30) days will not affect benefits. During a leave of absence for a period of thirty (30) days or more:

(a) No earned time will accrue.

(b) In the case of leaves pursuant to Sections 12.2(a) and (c), the Organization will maintain the employee's insurance benefits, including health, dental, life and disability. In the case of leaves pursuant to Section 12.2(b), the Organization will maintain the employee's health and dental benefits. An employee will be required to make their normal contribution for medical and dental insurance.



(c) In the case of leaves granted pursuant to Section 12.3, including leaves for Family and Medical Leave purposes beyond the entitlements set forth in Sections 12.2(a), (b), or (c), an employee who wishes to maintain medical and dental insurance benefits must pay the full cost of coverage as determined by the Organization. In such cases, the employee is responsible for making arrangements for payment of medical and dental insurance contributions with the Organization prior to the commencement of the leave.

12.6 Length of Leave. Requests for leaves of more than six (6) months will be approved only in unusual circumstances. Extensions of leave may be granted by the Organization in its discretion, but no leave may be extended beyond a total of one (1) year without approval of the Vice President of Human Resources or their designee.

12.7 Reinstatement.

(a) Upon the expiration of an approved leaves of absence pursuant to Sections 12.2(a), (b) or (c) for a cumulative total period of twelve (12) work weeks or less in a twelve (12) month period, an employee shall be returned to their former position or, if the position has been filled, to an equivalent position for which they are qualified. Notwithstanding the above, upon the expiration of any leave of absence pursuant to Section 12.2(c) for a period of twelve (12) work weeks or less, an employee shall be returned to their former position or, if the position has been filled, to an equivalent position for which they are qualified. The Organization will endeavor to hold open the employee's former position. The Union recognizes, however, that operating conditions may arise that do not permit the Organization hold open the employee's former position.

(b) In cases of leaves granted pursuant to Section 12.3 and leaves for Family and Medical purposes exceeding the reinstatement entitlements set forth in Section 12.7(a) above, the employee will be returned to their former position, or to a substantially similar position for which they are qualified, to the extent practicable. If no such position is available, the employee will be terminated upon the expiration of the leave of absence. An employee who is not returned to their former position will be given an opportunity to return to their former position if an opening occurs in the six (6) months following expiration of the leave of absence if they so request in writing to the Vice President of Human Resources at the expiration of such leave of absence.

(c) In the case of a leave due to the employee's own serious health condition, a physical examination or other medical evidence satisfactory to the Organization may be required, in order to assure the Organization that the employee is able to resume their duties without jeopardizing the health or safety of the employee, patients, or other staff.

### ARTICLE XIII

#### OTHER BENEFITS

13.1 Bereavement. In the event of a death in the immediate family of an employee, time off with pay at the employee's regular hourly rate (excluding all differentials and premiums), shall be granted by the immediate supervisor or department head for the employee's regularly scheduled hours which they otherwise would have worked, not exceeding three (3)<sup>5</sup> working days in the five (5) day period following the date of death. For purposes of the

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<sup>5</sup> This shall be five (5) working days for employees who were employed by the Organization as of June 30, 1990 and who suffer the death of a mother, father, spouse or child.

preceding sentence, "immediate family" shall include only the employee's husband, wife, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchild or grandparent or a relative in the employee's immediate household or person residing in the employee's home whom the employee considers family. In the event of the death of an aunt, uncle, nephew, niece, cousin or other in-law, the immediate supervisor or department head may grant time off with pay for the day of the funeral at the employee's regular hourly rate (excluding all differentials and premiums) if the employee otherwise would have worked that day.

13.2 Jury Duty. Upon submission to the Organization of proper evidence of jury service and of the amount of juror's compensation received, validated by the clerk of court, the Organization will pay a full-time or part-time employee the difference, if any, between the amount received by them as juror's compensation and their regular straight-time earnings (excluding all premiums and differentials) actually and necessarily lost on account of such jury service. If an employee is excused or released from jury service during their regular work day, they shall return to work. An employee who serves on jury duty shall not be required to work the shift immediately prior to or immediately following such jury service.

13.3 Military Service.

(a) Reinstatement. An employee who is drafted into military service or who volunteers for service in any branch of the Armed Forces of the United States or who is called to extended active duty in the National Guard or Armed Forces Reserves shall, upon completion of such service, be granted such rights of reinstatement as required by law.

(b) Military Training Duty. A full-time or part-time employee who participates in annual military summer training duty as a member of the Armed Forces Reserves or the National

Guard shall be granted military training pay, which will be the amount by which the employee's regular base salary (excluding any differentials) for the period, calculated on the basis of their regular work week up to a maximum of forty (40) hours, exceeds any military duty pay received by them for such military training duty. In order to receive military training pay, the employee must furnish the Organization with the military paymaster's pay voucher. All pay and allowances shall be included in determining military duty pay.

13.4 Tuition Aid.

(a) Eligibility. Full-time and part-time employees with a minimum of six (6) months' continuous employment are eligible for tuition aid under this section. Employees who have received a written warning are not eligible for tuition aid. To participate in this benefit program, the employee must commit to remain on the active payroll in a position within the Spaulding Rehabilitation Network for six months following course completion. An employee who resigns or is terminated from employment prior to the end of their six-month commitment period, or who fails to obtain a C or better in a course for which their costs were advanced, will be fully responsible for the repayment of any amounts received under this program for the prior semester.

(b) Courses Covered. Courses submitted for approval must be taken at an accredited college or university or other educational institution approved in advance by the Organization. Such courses must be related to the employee's job or be part of a degree program related to health care, as determined by the Organization. Meetings, conferences, training institutes and short courses normally conducted during working

hours are not covered. The costs for licensure and renewals required for continued employment are not covered.

(c) Application Procedure. Tuition Reimbursement Applications must be processed through *Employee Self Service* prior to the start of the course for approval by the Human Resources Department and the employee's manager. Completed applications must be received no later than five (5) days before the start of the course(s). Employees enrolling courses leading to licensed or certified clinically-focused positions within the bargaining unit will receive tuition reimbursement at the time of the course enrollment and, upon completion of the course, must submit official documentation from the educational institution indicating completion of the approved course(s) with a passing grade of C or better. Others will receive tuition payments upon completion of a course(s) and submission to the Human Resources Department of official documentation from the educational institution indicating completion of the approved course(s) with a passing grade of C or better, together with proof of payment. Reimbursement claims must be submitted within 60 days of the course completion. Claims received after this period will not be eligible for reimbursement.

(d) Costs Covered. The Organization will reimburse eligible employees in full, for tuition, laboratory and book fees for approved courses, up to a maximum of \$1,500 per year.

Reimbursement of such amounts will be prorated for part-time employees, as follows:

REGULARLY SCHEDULED HOURS PER WEEK	MAXIMUM REIMBURSEMENT PER YEAR (September 1 to September 1)
At least 37 ½	\$1500/yr (\$750/semester)
30-37 ½	\$1000/yr (\$500/semester)

20-29

\$750/yr (\$375/semester)

Within the dollar amounts set forth above, the Organization will treat as covered expenses, fees (other than medical fees) to State (Commonwealth of Massachusetts) colleges and universities which are required for a student to attend the institution.

In the event that during a semester the number of regularly scheduled hours of an employee changes, reimbursement will be based on the lowest level of regularly scheduled hours during that semester. In the case of programs of non-traditional length or credit accrual, the Organization will determine the appropriate adjustment to be made.

13.5 Retirement. Employees will be entitled to participate in the Organization's pension plan on the same basis as other non-management Organization employees. Any amendment or changes in said plan which are implemented for other non-management Organization employees will be made applicable on the same basis to employees. The benefits under the plan shall be subject to such conditions and limitations as may be set forth in the plan. Any dispute concerning eligibility for or payment of benefits under the plan shall be settled in accordance with the terms thereof and shall not be subject to arbitration. If the Organization considers making changes in its pension plan, the Organization will meet and confer with the Union prior to finalization of any such changes.

13.6 Education/Training Programs. An employee who is required by the Organization to attend an education/training class which the Organization has designated in advance as mandatory, on a specified date and at a specified time (e.g., Quadramed), will be paid for time in attendance at straight-time or at overtime, whichever is applicable.

13.7 Career Opportunities/Career Ladders. Should the Organization decide to establish, create, enhance or expand career opportunities for bargaining unit employees (included by not limited to career ladders), it will discuss such programs with the Union prior to their implementation. To the extent such programs may have an impact on the terms and conditions of employment, of bargaining unit members, the Union agrees to enter into negotiations with the Organization regarding such impact. Any compensation or other benefits attributed to such career opportunities/career ladder shall be subject to the negotiation between the Organization and the Union and shall be reflected in Appendix C of the Agreement. Career ladders are currently offered for the following positions: LPTA, COTA, PSR/MSA.

#### ARTICLE XIV

#### INSURANCE PROGRAMS

14.1 Life Insurance. The Organization will provide for each full-time and part-time employee who has completed one (1) year of continuous employment, life insurance coverage in the amount of one (1) times the employee's annual base salary.

14.2 Medical Insurance.

(a) Full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours per week shall be entitled to participate in the Organization's medical insurance plans made available from time to time to other non-exempt Organization employees. All newly hired employees who are eligible to participate in the Organization's medical insurance will begin participation on the first day of the month following their date of hire.

(b) The cost of coverage under the Plan(s) will be borne as follows:

The Organization and the employee will share the cost for either individual or family coverage. The Organization's financial commitment will be set as a percentage of the Mass General BrighamPlus medical plan, and will vary with the type of coverage and the employee's weekly hours. Employees choosing other medical plan options will pay the full difference between the cost of the plan selected by the employee and the dollar amount determined as the Organization share according to the following schedule:

Full-time employee (36-40 hours per week) - The Organization will pay 80% of the cost of individual or family coverage under the Mass General Brigham Plus plan, with the employee paying the cost of the plan chosen by the employee less the Organization's share.

Part-time employee (30-35 hours per week) - The Organization will pay 64% of the cost of individual or family coverage under the Mass General Brigham Plus plan, with the employee paying the cost of the plan chosen by the employee less the Organization's share.

Part-time employee (20-29 hours per week) - The Organization will pay 51% of the cost of individual or family coverage under the Mass General Brigham Plus plan, with the employee paying the cost of the plan chosen by the employee less the Organization's share.

A full-time employee who opts not to take medical insurance will receive a \$20.00 per week payment in lieu of medical insurance.

#### 14.3 Dental Program.

(a) Full-time and part-time employees shall be entitled to participate in the Organization's dental insurance plan made available from time to time to other Organization employees. Employees who have not completed ninety (90) days of continuous employment will pay the entire cost of coverage under said plan. For eligible employees who have completed ninety (90) days of continuous employment, the percentage of the monthly contribution paid by



the Organization for either individual or family coverage, shall be based on the number of hours per week a particular employee is regularly scheduled to work, as follows:

Regularly Scheduled Hours Per Week	Percentage To Be Applied To Monthly Premium
At least 37 ½ hours	80%
30 to 37 ½ hours	64%
25 to 29 hours	51%

An employee will pay the balance of the premium cost under the dental insurance program.

(b) Employees will share in the cost of any increase in dental insurance in the same ratio as present costs are shared.

14.4 Long-Term Disability. Eligible employees shall have the opportunity to participate in the Organization's group long-term disability insurance program in the same manner and under the same terms and conditions as other Organization employees.

14.5 Malpractice Insurance. The Organization will provide, at its own expense, malpractice insurance coverage for employees in amounts of \$1,000,000/\$10,000,000. This coverage applies only when employees are working for the Organization.

14.6 Refunds or Dividends. The Organization shall be entitled to any dividends or refunds in connection with the insurance program.

14.7 Changes in Insurance Programs. Any changes with respect to the eligibility, coverage or benefits of the programs described in this Article which are implemented by the Organization during the term of this Agreement will be applied to employees on the same basis

as applied to other non-exempt Organization employees. Before implementing any such change, the Organization will meet and confer with the Union.

14.8 Insurance Policies and Contracts Govern. It is understood that the Organization may itself operate the insurance programs in this Article or instead may maintain policies or contracts with insurance companies which will administer said programs. In the event that the Organization maintains policies or contracts with insurance companies which will administer said programs, the following provisions shall apply. The benefits and eligibility requirements under these programs shall be as fully provided in the applicable insurance policies and contracts. The benefits under such programs shall be subject to such conditions and limitations as are set forth in the policies or contracts of insurance. Any disputes concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

14.9 Federal or State Legislation. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Organization, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and the Organization shall be relieved of the cost thereof.

## ARTICLE XV

### SATELLITE LOCATIONS

15.1 Satellite Locations. The Union recognizes the Organization's need to provide services to its patients at all of its locations, including current and future satellite locations; and,

to that end, to be able to staff such locations with competent employees in order to provide needed services.

(a) Before filling permanent vacancies at existing and future locations of the Organization, the Organization will send an SNS all users email with the job posting and post such vacancies for a period of five (5) calendar days. The posting will set forth the job classification, the job qualifications, any specific experience, certification, expertise or education being sought, the work hours per week and the likely work schedule, including likely days off.

(b) Any employee who is considering applying to fill any such vacancy, will be afforded an opportunity to speak with a Organization manager who will be involved in making the selection decision, regarding any questions about the factors set forth in paragraph (a).

(c) The selection criteria set forth in the job posting will be based on the clinical, medical and operating needs and not on the specific qualifications of any potential applicant.

(d) If qualified employees apply to fill a vacancy, the Organization will make its selection decision based on the criteria set forth in paragraph (a). If the factors set forth in paragraph (a) are equal, then the most senior qualified employee will be selected.

(e) If there is no applicant who meets the qualifications, then the Organization may transfer an employee from an existing location to fill the vacancy, provided that the Organization will not require any employee employed as of February 20, 2002, to permanently transfer to a new satellite location on an involuntarily basis if it is located more than fifteen (15) miles from the Organization's main location.

(f) The Organization may transfer an employee on a temporary basis to meet temporary staffing needs at a satellite location.

(g) Any employee who is designated to transfer involuntarily, either permanently or temporarily, will be afforded an opportunity to speak with a Organization manager involved in the decision regarding the need for transfer and the reason they were designated.

(h) An employee who is displaced by another employee who has been involuntarily transferred will be given the opportunity to fill any vacancy which they are fully competent to fill; or, if there is none, to exercise any rights to displace under the reduction in force process.

(i) An employee who believes that they have been involuntarily transferred for disciplinary reasons will have the right to grieve the transfer under the “just cause” standard set forth in Section 11.7.

(j) If the clinical, medical or operating reasons an employee was involuntarily transferred are no longer applicable and are no longer expected to be applicable, as determined by the Organization, the employee will be afforded the opportunity to return to the position from which they were transferred.

(k) (1) An employee who is being displaced from a satellite location because of a closure or a reduction in force at that location shall be permitted to displace any other Organization employee in their same job classification who has less than five (5) years' seniority at the Organization and whose position the employee can, in the Organization's judgment, fill at a satisfactory level of performance, unless there is in the Organization's judgment a significant difference in the performance

and/or qualifications between the employee scheduled to be displaced and such less senior employee. The term "significant difference in performance and/or qualifications" shall have the same meaning as that set forth in Section 11.5(d) of this Agreement.

(2) An employee with less than five (5) years' seniority who is displaced under Section 15.1(k)(1), above, shall be permitted to bump the least senior employee in their same job classification whose position the employee can, in the Organization's judgment, fill at a satisfactory level of performance, unless there is in the Organization's judgment a significant difference in the performance and/or qualifications between the employee scheduled to be displaced and such less senior employee. The term "significant difference in performance and/or qualifications" shall have the same meaning as that set forth in Section 11.5(d) of this Agreement.

(3) Any employee who bumps another employee under this Section 15.1(k) must assume the shift (days and hours) of the employee being bumped. In all cases, an employee displaced under this Section may opt to apply for an available position or resign their employment rather than to bump into another position. An employee who assumes a new position under this Section will be placed on the salary schedule in accordance with applicable salary policy.

## ARTICLE XVI

### MISCELLANEOUS

16.1 Completeness of Agreement. This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement, unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provisions in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision in any other case.

16.2 Precedence of Laws and Regulations. It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders, such provision of the Agreement shall be null and void and the parties shall meet for the purpose of endeavoring to negotiate substitute provision.

16.3 Severability. The provisions of this Agreement shall be severable and the illegality or invalidity of any such provision shall not affect the validity of any other provisions.

16.4 New Technology. The Organization reserves the right to introduce new technology. When major technology change is being considered, the Organization will give the Union as much advance notice as is practicable, will seek the Union's input on implementation at the Organization, and will provide training for current staff in affected areas.

16.5 Marketing. Employees who provide services at community or marketing events at the express direction or instruction of their managers will be compensated for all time spent providing such services in accordance with the terms of this Agreement.

16.6 Joint Labor-Management Committee. There will be a joint Labor-Management Committee comprised of four (4) representatives appointed by the Organization and four (4) representatives appointed by the Union, consisting of Local 3658 Professional and Para-Professional unit members. The Committee will meet not more than once per month and will discuss matters of mutual interest. An agenda of items to be discussed will be prepared by the parties and circulated in advance of the scheduled meeting.

## ARTICLE XVII

### DURATION

17.1 Term. Except as specifically provided in this Agreement, this Agreement shall be effective January 1, 2023 and shall remain in full force and effect until December 31, 2024 and from year to year thereafter, unless written notice of a desire to terminate or modify this Agreement is given by either party to the other party by registered or certified mail at least ninety (90) days prior to any such renewal date.

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

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, LOCAL 3658, AFL-CIO,  
By Its Officers:

SHAUGHNESSY-KAPLAN  
REHABILITATION HOSPITAL, INC. dba  
Spaulding Hospital for Continuing Medical  
Care - North Shore  
By Its President:

Mary DeLuca President Robert McCall 3/27/23  
Carl Marland 3/24/23 Frank Jaska 3/27/23



APPENDIX A

AMERICAN FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES,  
COUNCIL 93, LOCAL 3658, AFL-CIO

**AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

By: \_\_\_\_\_  
(Name of Employee – Please Print)

TO: \_\_\_\_\_  
(Name of Employer – Please Print)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings  
(Date)

earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount shall be paid  
(Payroll Period)

to the treasurer of AFSCME Local Union No. \_\_\_\_ and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.

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

Street: \_\_\_\_\_ Home Tel. # \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dept/Div/Facility \_\_\_\_\_

Work Location \_\_\_\_\_

Job Title \_\_\_\_\_

Social Security # \_\_\_\_\_ Job Code # \_\_\_\_\_

Unit # \_\_\_\_\_ Employee Payroll \_\_\_\_\_

**APPENDIX B**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
COUNCIL 93, LOCAL 3658, AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

By: \_\_\_\_\_  
(Name of Employee – Please Print)

TO: \_\_\_\_\_  
(Name of Employer – Please Print)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings  
(Date)

each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount shall be paid  
(Payroll Period)

to the treasurer of AFSCME Local Union No. \_\_\_\_\_ and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Agency Service Fee structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.

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

Street: \_\_\_\_\_ Home Tel. # \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dept/Div/Facility \_\_\_\_\_

Work Location \_\_\_\_\_

Job Title \_\_\_\_\_

Social Security # \_\_\_\_\_ Job Code # \_\_\_\_\_

Unit # \_\_\_\_\_ Employee Payroll \_\_\_\_\_

## APPENDIX C SALARY SCHEDULE

APPENDIX C - PARAPROFESSIONAL EFFECTIVE 1-1-23																									
Grade	Title	Job Code	Eliminate current steps 3-12. Add 3.5% ATE																						
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
435	Rehab Aide	000702	\$16.94	\$17.29	\$17.63	\$17.98	\$18.34	\$18.71	\$19.08	\$19.45	\$19.85	\$20.25	\$20.65	\$21.07	\$21.49	\$21.92	\$22.36	\$22.80	\$23.26	\$23.73	\$24.20				
438	Patient Service Rep ASSOC. MEDICAL SERVICE	000694 000721	\$19.95	\$20.36	\$20.78	\$21.18	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33	\$24.81	\$25.31	\$25.82	\$26.33	\$26.85	\$27.40	\$27.94	\$28.50	\$29.07	\$29.65	\$30.25	\$30.85
437	Patient Service Rep II Medical Serv Assoc II	TBD	\$20.36	\$20.78	\$21.18	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33	\$24.81	\$25.31	\$25.82	\$26.33	\$26.85	\$27.40	\$27.94	\$28.50	\$29.07	\$29.65	\$30.25	\$30.85	\$31.47
436	LPTA I COTA I	000346 000368	\$24.55	\$25.04	\$25.54	\$26.05	\$26.57	\$27.10	\$27.64	\$28.20	\$28.76	\$29.33	\$29.92	\$30.52	\$31.13	\$31.75	\$32.39	\$33.04	\$33.70	\$34.37	\$35.05	\$35.76	\$36.47	\$37.20	\$37.95
439	Office Coord	000727	\$24.94	\$25.44	\$25.96	\$26.47	\$27.00	\$27.54	\$28.09	\$28.65	\$29.22	\$29.81	\$30.40	\$31.01	\$31.63	\$32.26	\$32.91	\$33.57	\$34.24	\$34.92	\$35.62	\$36.33	\$37.05		
470	LPTA II COTA II	000341 000342	\$25.28	\$25.79	\$26.30	\$26.83	\$27.37	\$27.91	\$28.47	\$29.04	\$29.62	\$30.21	\$30.82	\$31.43	\$32.06	\$32.70	\$33.36	\$34.03	\$34.71	\$35.40	\$36.11	\$36.83	\$37.57	\$38.32	\$39.08

APPENDIX C - PARAPROFESSIONAL EFFECTIVE 1-7-24																											
Grade	Title	Job Code	Eliminate current steps 3-12. Add 3.5% ATE																								
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
435	Rehab Aide	000702	\$17.37	\$17.71	\$18.07	\$18.43	\$18.80	\$19.18	\$19.56	\$19.95	\$20.36	\$20.76	\$21.17	\$21.59	\$22.03	\$22.47	\$22.92	\$23.37	\$23.84	\$24.32	\$24.81	\$25.30					
438	Patient Service Rep ASSOC. MEDICAL SERVICE	000694 000721	\$20.46	\$20.89	\$21.28	\$21.71	\$22.14	\$22.58	\$23.04	\$23.50	\$23.97	\$24.45	\$24.93	\$25.43	\$25.94	\$26.46	\$26.99	\$27.53	\$28.08	\$28.64	\$29.21	\$29.80	\$30.40	\$31.00	\$31.62	\$32.26	\$32.90
437	Patient Service Rep I Medical Serv Assoc I	TBD	\$21.27	\$21.70	\$22.13	\$22.58	\$23.03	\$23.49	\$23.96	\$24.44	\$24.93	\$25.42	\$25.93	\$26.45	\$26.98	\$27.52	\$28.07	\$28.63	\$29.20	\$29.79	\$30.38	\$30.99	\$31.61	\$32.24	\$32.89	\$33.55	\$34.22
436	LPTA I COTA I	000346 000368	\$25.16	\$25.66	\$26.18	\$26.70	\$27.23	\$27.78	\$28.33	\$28.90	\$29.48	\$30.07	\$30.67	\$31.28	\$31.91	\$32.55	\$33.20	\$33.86	\$34.54	\$35.23	\$35.93	\$36.65	\$37.38	\$38.13	\$38.90	\$39.67	\$40.47
433	Office Coord	000727	\$25.56	\$26.07	\$26.60	\$27.13	\$27.67	\$28.22	\$28.79	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78	\$32.42	\$33.07	\$33.73	\$34.41	\$35.09	\$35.80	\$36.51	\$37.24	\$37.99				
470	LPTA II COTA II	000341 000342	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18	\$29.77	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52	\$34.19	\$34.88	\$35.57	\$36.28	\$37.01	\$37.75	\$38.51	\$39.28	\$40.06	\$40.85	\$41.65