

McLean Hospital (the “Hospital”)

and

American Federation of State, County and Municipal Employees Council 93 (“AFSCME”)

Memorandum of Agreement

September 13, 2022

The above-named parties, having completed collective bargaining negotiations, agree to the following terms of the collective bargaining agreement.

Recognition

1.1. As reflected in the National Labor Relations Board case 01-RC-275719, the Hospital recognizes the Union as the exclusive representative for the purposes of collective bargaining for all full-time and regular part-time and per diem Research Assistants, Clinical Research Assistants, Clinical Research Assistants 1, Clinical Research Assistants 2, Senior Clinical Research Assistants, Technical Research Assistants, Technical Research Assistants 1, Technical Research Assistants 2, Senior Technical Research Assistants, Clinical Research Coordinators, Tissue Coordinators, Clinical Research Liaisons, Lab Assistants, and Research Specialists employed by the Hospital at its facility at 115 Mill Street, Belmont, MA but excluding all other employees, physicians, registered nurses, managerial employees, supervisors, confidential employees, temporary employees, guards, skilled maintenance, business office clerical, and all other professional employees, as defined in the National Labor Relations Act.

Non-Discrimination

1.1. Neither the Hospital nor the Union shall discriminate against any employee because of race, color, religious creed, ancestry, national origin, sex, military or veteran status, gender identity, gender expression, sexual orientation, age, disability, status as a victim of domestic violence, genetic information pregnancy or pregnancy-related conditions, marital status, or any other applicable legally protected status, unless based upon a bona fide occupational qualification.

Management Rights

1.1. The Union recognizes that the Hospital has the obligation of serving the public with the highest quality, efficient and economical psychiatric care and in conducting neuroscience and psychiatry research. The Union further recognizes the exclusive right of the Hospital to manage the business, to direct and control the Hospital and workforce, and to make any and all decisions affecting the business, including but not limited to the following: to plan, determine, direct and control the nature and extent of its operations; to determine the locations of its operations; to open, close, expand, consolidate, relocate or discontinue, by sale or otherwise, in whole or in

part, its operations; to utilize subcontractors; to implement any new or improved service methods, patient care procedures, facilities, technology or equipment; to manage scientific grant applications and award disbursement; to hire, train, transfer, layoff and recall employees; to establish training and educational standards, to require employee participation in training and educational programs and to determine teaching methods and curriculum; to utilize temporary, casual, agency and per diem employees; to determine adequate staffing and coverage; to assign employees to be on call; to discipline and discharge employees for just cause (probationary employees without just cause); to evaluate employee performance and determine the methods and standards of evaluating performance; to discipline or discharge any employee for failure to meet acceptable levels of performance as determined by the Hospital; to determine the methods of investigating alleged employee misconduct, including the right to conduct searches of persons and property for reasonable cause; to require vaccination of employees; to require drug and/or alcohol testing of employees; to determine and assign the work duties of employees; to issue, amend and enforce reasonable work rules and policies not inconsistent with the provisions of this Agreement; to create and modify job classifications and job descriptions; and in all other respects to carry out the customary functions of management.

1.2. In the absence of an extension of the parties' Agreement upon its expiration, the rights and waivers identified in this Article shall extend beyond the expiration of the parties' Agreement until a successor agreement is reached.

No Strike

1.1. During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in or authorize any strike, sit-down, sit-in, boycott, sick out or mass absenteeism, slowdown, sympathy strike, cessation or other stoppage of work, refusal to cross a picket line (except where there is a reasonable fear of serious bodily harm), picketing of any kind, including, but not limited to, leafleting or picketing of any kind at any residence of any supervisor, board member, or employee of the Hospital, or at any Mass General Brigham, Inc., affiliate, subsidiary, or any other related entity, or in any other way interfere with or interrupt the Hospital's operations for any reason. The Union agrees that neither it nor its agents will threaten to engage in any actions prohibited by this Article.

1.2. The Union, its officers, officials and agents, shall immediately take all reasonable, prompt and effective measures to prevent and stop any acts proscribed by this Article.

Union Security

1.1 Upon completion of ninety (90) days of employment, an employee in the bargaining unit may elect to pay union dues or pay an agency service fee. Union dues or agency service fees equal to dues payment shall be deducted weekly from the salary of each employee who executes and remits to the Hospital a form of authorization of payroll deduction. An employee may revoke such payroll authorization any time by giving thirty (30) days' written notice to the Hospital. The Hospital will notify the union if a dues deduction card and/or

agency fee authorization card is not accepted by the Hospital and will state the reason(s) therefore within thirty (30) days.

- 1.2 An employee hired into the bargaining unit after June 21, 2021 must pay either an agency service fee or union dues. The hospital shall discharge an employee hired after June 21, 2021 who has failed to pay either an agency service fee or union dues, as required by this Article, within thirty (30) days of receiving a written demand from the Union requesting the employee's discharge. If the employee pays the dues and/or fees within such period, they shall not be discharged. The Hospital may, but shall be under no obligation, to subsequently rehire an employee discharged pursuant to this section.
- 1.3 A check for the total dues or agency service fees deducted from the bargaining unit shall be sent to the AFSCME Council 93 Business Office within thirty (30) days of the end of the month in which they are deducted, together with a list of all employees from whom dues and agency service fees have been deducted.
- 1.4 The Hospital shall not deduct dues from any per-diem employee who works fewer than eight (8) hours in a pay period.

Union Access

- 1.1 A duly-authorized non-employee union representative may enter the Hospital's premises for purposes of administering the Agreement. Such authorized non-employee representatives must provide at least twenty-four (24) hours' advance notice of the intention to visit the Hospital to the Director of Human Resources or his/her designee. In an emergency, authorized non-employee representatives may visit the Hospital with less than twenty-four (24) hours' advance notice but must provide notice as soon as possible and, in all circumstances, prior to arriving at the Hospital. Employee union representatives may enter other workspaces besides their own for the aforementioned purposes if accompanied by an employee authorized to be in the workspace.
- 1.2 All visits by authorized non-employee union representatives and employee union representatives shall not interfere with the operations of the Hospital, any department or Hospital personnel, and shall be in accordance with all Hospital policies regarding visitors which are in place at the time of the visit. Entry to patient care areas shall not be permitted at any time. Authorized non-employee union representatives are prohibited from accessing research offices and laboratories.
- 1.3 Subject to operational needs and with advance notice to their direct supervisor, the Hospital will release employee union representatives for Union Orientation, attendance at an investigatory meeting conducted by the Hospital which could result in the discipline or discharge of the employee, time spent attending Labor Management Committee Meetings, and time spent attending grievance proceedings and arbitrations.
- 1.4 The Hospital shall provide the Union with an on-campus meeting room for Union meetings upon request with two weeks' notice, subject to availability and applicable Hospital policies.

The Union shall direct requests for on-campus meeting rooms to the Director of HR or his/her designee.

1.5 The Hospital shall provide the Union a designated 17 by 11 inch space on an existing bulletin board in each break area where bargaining unit employees are assigned to work. All postings by the Union shall be approved in advance by the Director of HR or his/her designee.

Hiring and Union Orientation

1.1 At the time of hire, the Hospital will advise all new employees in the unit that the Union is their collective bargaining representative.

1.2 The Hospital shall notify the union of an employee's start date no later than the Friday before the employee's start date.

1.3 Employee union representatives shall be granted 30 minutes for orientation with all new employees in the bargaining unit on that employee's day of orientation, following their hospital orientation.

1.4 The Union shall be free to distribute a packet of Union materials at such orientations.

Probationary Period

1.1. The first ninety (90) calendar days of employment or re-employment shall be a probationary period for all employees. An employee's probationary period may be extended at the sole discretion of the Hospital. If the Hospital has decided to extend an employee's probationary period, the employee will be notified and the employee may request a meeting, at which they may be accompanied by a Union representative, to discuss the extension. An employee who accepts a transfer to a different lab or job classification will be subject to a subsequent probationary period. During a probationary period, discharge will be at the sole discretion of the Hospital.

Job Duties

1.1 At the time of hire, new employees will be provided with an electronic written copy of their job descriptions upon request. Employees promoted from one job covered under this agreement to another will be provided with an electronic written copy of their job descriptions at the time of offer of promotion upon request.

1.2 Where reasonable, if an employee may be expected to regularly work an alternative schedule (i.e. night or weekend shifts) within the first year of employment, they shall be notified of this at the time of hiring.

1.3 Employees shall suffer no loss in pay for attending lectures, seminars, workshops, trainings, Hospital committee meetings (with the exception of Labor-Management), or conferences required or approved in advance by their supervisor.

1.4 All tasks assigned to employees covered under this agreement shall contribute to the development, execution, administration, and/or presentation of scientific research.

Training

1.1 The Hospital shall provide all training necessary after the employee's start date in order for the employee to fulfill their work duties at no cost to the employee. All such training shall be considered mandatory and shall be considered part of the required workload of the employee.

Meal Breaks

1.1 All employees shall be entitled to an unpaid 30-minute uninterrupted lunch break for shifts in excess of six (6) hours. Employees shall have a right to waive their lunch break during any shift in which they do not actually take a 30-minute uninterrupted lunch break.

Wages

1.1 Bargaining Unit Members Employed at the Time of Ratification

Upon Ratification

Effective with the start of the pay period following ratification, employees will receive rates of pay equivalent to the base rates listed in Attachment A, plus 2.5% for each full year of relevant work experience (determined by the Hospital) that exceeds the required years of relevant work experience to qualify for the position.

Examples:

- Employee A: An employee is in a Grade 500 position that requires no relevant work experience, and the employee has 2 full years of relevant work experience. The employee will receive an hourly rate of \$22.05.
- Employee B: An employee is in a Grade 502 position that requires three years of relevant work experience, and the employee has 3 full years of relevant work experience. The employee will receive an annual salary of \$53,851.20.

Ratification Payment

Employees will receive a single payment no later than forty-five (45) days following ratification that represents a retroactive pay increase of fourteen (14) weeks. This ratification payment shall be calculated for each employee in the amount of the difference between the wage rate in effect upon ratification and the increased rate of pay after ratification, for all hours worked by the

employee in the fourteen (14) week period prior to the Sunday after ratification. For the purposes of this Section, “hours worked” shall include paid time off, including but not limited to Sick Time, MVT, and TOWP.

One Year After Ratification

Effective at the start of the pay period one year after ratification, employees will receive a wage increase of two and one half percent (2.5%) or the equivalent to the merit increases funded by the Hospital’s annual wage and salary program for non-unionized employees that fiscal year, whichever is higher.

Two Years After Ratification

Effective at the start of the pay period two years after ratification, employees will receive a wage increase of two and one half percent (2.5%) or the equivalent to the merit increases funded by the Hospital’s annual wage and salary program for non-unionized employees that fiscal year, whichever is higher.

1.2 Bargaining Unit Members Not Employed at the Time of Ratification

Upon Hire

A newly hired employee will receive a rate of pay commensurate with the rates of pay of current employees who have the same number of years of previous relevant work experience.

One Year Anniversary

Effective at the start of the pay period following an employee’s first anniversary date, the employee will receive a wage increase of two and one half percent (2.5%) or the equivalent to the merit increases funded by the Hospital’s annual wage and salary program for non-unionized employees that fiscal year, whichever is higher.

Two Year Anniversary

Effective at the start of the pay period following an employee’s second anniversary date, the employee will receive a wage increase of two and one half percent (2.5%) or the equivalent to the merit increases funded by the Hospital’s annual wage and salary program for non-unionized employees that fiscal year, whichever is higher.

1.3 The Hospital may hire employees at rates higher than provided in the subsections above and in Appendix A, provided that incumbent employees in the same lab, in the same job title, with equal or more relevant experience are brought up to the new employee’s rate of pay upon the date of the new employee’s hire. Such modified pay rates shall not be precedential for other employees not within the same job code in that lab or for any other labs or positions. In such situations, the Union shall be notified.

Temporary Out of Grade Service

1.1 In the event that an employee covered under this agreement is assigned the job duties of a higher paid position because said position has been vacated for more than twenty (20) business

days, the employee may request to meet with the Labor-Management Committee within fifty (50) business days of the vacancy to discuss compensation for the completion of said duties.

Benefits and Policies

1.1. Unless otherwise specified in this Agreement, non-exempt employees in the bargaining unit shall receive the same health insurance and employment benefits and be subject to the same policies and conditions of employment upon the same terms as non-exempt, non-unionized employees of McLean Hospital, as promulgated and amended by McLean Hospital, in the Hospital's sole discretion. Exempt employees in the bargaining unit shall receive the same health insurance and employment benefits and be subject to the same policies and conditions of employment upon the same terms as exempt, non-unionized employees of McLean Hospital, as promulgated and amended by McLean Hospital, in the Hospital's sole discretion. The Union shall be given notice of not less than twenty (20) calendar days, when possible, in advance of significant changes to health insurance or employee benefits.

MBTA Pass

1.1 Eligible employees may elect to pay for one individual monthly MBTA pass on a pre-tax basis.

Materials and Expenses

1.1. To carry out assigned duties, as determined at the sole discretion of the Hospital, the Hospital shall provide employees, at no cost to the employee, equipment necessary to carry out such duties.

1.2. If an employee is required to travel to a secondary location (not the employee's primary work location) in order to complete assigned duties, that employee will be entitled to full reimbursement for parking, public transportation, and/or mileage when using the employee's own vehicle (at Federal reimbursement level), as well as any other fees associated with traveling to or accessing the secondary location.

Labor Management Committee

1.1 Labor-Management Committee. The Hospital and the Union shall establish a Labor-Management Committee to discuss issues of importance to both employees and the Hospital. The committee shall be composed of a minimum of two representatives appointed by the Hospital and two representatives appointed by the Union and shall be chaired by a representative of the Hospital and a representative of the union.

1.2 The Committee shall have the purpose of facilitating communication between employees and management and discussing concerns related to employee working conditions and safety.

1.3 The Committee shall meet monthly, unless the parties mutually agree that a meeting is not necessary. Both parties shall send an agenda to the other party five business days prior to the meeting.

Safety

1.1 The Hospital will endeavor to provide a safe workplace and will take reasonable measures to remediate any condition that is objectively unsafe.

1.2. Employees shall adhere to all health and safety policies and procedures as established by the Hospital and shall perform their duties in a safe manner, pursuant to applicable required trainings, using safety equipment provided and determined as appropriate by the Hospital.

1.3. Personal protective clothing and equipment shall be furnished and maintained by the Hospital without cost to employees whenever such equipment is required as a condition of employment or pursuant to OSHA or other government agency regulations. The Hospital shall not discipline, discharge, retaliate against, or withhold pay from an employee for refusal to perform assigned tasks without personal protective equipment required pursuant to OSHA or other government agency regulations.

1.4. Should an employee become aware of unsafe conditions, the employee shall report the condition immediately to their supervisor and submit an incident report online. No employee shall face retaliation for reporting safety concerns. When it is determined that a solution is necessary to address the unsafe conditions, a timeline for such resolution shall be provided to all employees affected by the unsafe conditions. Appeals regarding the solution and/or the timeline may be submitted to the Labor/Management Committee.

1.5. The Hospital shall not discipline, discharge, retaliate against, or withhold pay from an employee for refusal to perform assigned tasks due to safety concerns if the employee has both: a) requested that the Hospital correct the hazardous condition but the condition was not addressed within a reasonable period of time and b) a reasonable person would conclude that the circumstances presented imminent danger of death or bodily harm.

Discipline and Discharge

1.1 No employee shall be disciplined or discharged without just cause, except an employee within a probationary period may be disciplined or discharged without recourse under this Agreement.

1.2 The Hospital recognizes the value of counseling employees regarding performance deficiencies. Per the Hospital's Corrective Action policy, the following progressive discipline structure will apply, in the discretion of the Hospital:

1. Verbal warning (must be documented)
2. Written warning
3. Final written warning (with or without disciplinary suspension)

1.3 Records of verbal warnings shall not be built upon after twelve (12) months from the date thereof so long as there has been no further disciplinary action during the twelve (12) month period. Written and verbal warnings may be grieved through Step 3 of the grievance procedure, but such grievances are not subject to arbitration.

Grievance and Arbitration

1.1. Introduction. The purpose of the grievance and arbitration procedure set forth hereinafter is to settle an employee's or group of employees' complaint that the Hospital's interpretation or application of this Agreement results in an adverse effect of employee interests, defined as a grievance. An employee, group of employees, or the Union acting on behalf of an employee or group of employees may process a grievance in accordance with the procedures outlined in this Article. Only grievances as defined in this Article are subject to the grievance and arbitration provisions hereunder. No dispute over the application of this Agreement to a probationary employee will be considered a grievance.

1.2. Informal Resolution. In order to facilitate a timely resolution of complaint(s), the aforementioned parties are encouraged, but not required, to discuss the problems with the immediate supervisor to whom they report or their designee. The parties are encouraged to attempt to resolve problems informally, but if they are unable or choose not to do so, an employee, group of employees, or the Union acting on behalf of employees may file a grievance under the procedures contained in this Article. Informal resolution of the complaint shall not be precedential. The time limitations set forth in Section 4 of this Article shall exclude all time spent attempting informal resolution up to three (3) weeks. Employees are encouraged to document informal resolutions attempts in writing.

1.3. General Provisions.

1.3.1. The time limits contained in Section 4 of this Article are mandatory. Any waiver or extension thereof must be by mutual written consent.

1.3.2. In this Article only, "days" shall mean business days, excluding Saturdays, Sundays, or holidays observed as paid holidays by the Hospital.

1.3.3. If resolution of a grievance at Steps 1, 2, and 3 requires corrective action, a timeline for redress will be agreed upon by both parties and set forth in writing. If a grievance is resolved at Steps 1 or 2 and is not implemented within the mutually agreed upon timeline, the Union may immediately advance the grievance to Step 3. If a grievance is resolved at Step 3 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to arbitration, for a determination of all matters relating to said grievance.

1.3.4. An employee or group of employees filing a formal grievance shall have the right to Union representation at each step of the grievance procedure provided that Union representation shall not cause delays or extend the timeline.

1.4. Formal Grievance Procedure.

Step 1: A grievance must be submitted in writing at Step 1 of the process within ten (10) days after the employee or the Union had knowledge or should have known of the event

giving rise to the grievance. The formal grievance shall state the provision(s) of the Agreement alleged to have been violated and a statement of the desired outcome. This written grievance shall be submitted to the employee's or group of employees' direct supervisor or designee, with a copy to HR. The direct supervisor or designee shall meet with the grievant(s) within seven (7) days of receipt of the Step 1 grievance. The supervisor or designee shall provide a written response to the grievance within seven (7) days of the meeting. Failure of the direct supervisor or designee to meet with the grievant within seven (7) days of receiving the written grievance shall mean that the grievance is denied, effective the eighth (8th) day after the direct supervisor received the grievance. Mutual resolutions of the grievance at Step 1 shall be in writing and, although final, shall not be precedential.

Step 2: In the event the response to the Step 1 grievance is unsatisfactory, the employee, group of employees, or Union on behalf of employees may submit the grievance in writing to Step 2 with the Division Chief or their designee, with a copy to HR. Step 2 grievances shall be submitted in writing within seven (7) days of the Hospital's Step 1 grievance response. If the employee's direct supervisor is their Division Chief, the Step 2 grievance shall be submitted to the Associate Chief Scientific Officer, Chief Scientific Officer, or their designee. The Division Chief or their designee shall conduct a meeting to resolve the dispute within seven (7) days after they received the appeal and shall issue a written answer within seven (7) days after the meeting. Failure of the Division Chief or designee to meet with the grievant within seven (7) days of receiving the written grievance shall mean that the grievance is denied, effective the eighth (8th) day after the Division Chief received the grievance.

Step 3: In the event the Hospital's response to the Step 2 grievance is unsatisfactory, the employee, group of employees, or Union on behalf of employees may appeal the grievance in writing to the Hospital's Director of Human Resources. Step 3 grievances shall be submitted in writing within seven (7) days of the Hospital's Step 2 grievance response. The HR Director or their designee shall conduct a meeting to resolve the dispute within seven (7) days after they received the appeal and shall issue a written answer within seven (7) days after the meeting. Failure of the HR Director or designee to meet with the grievant within seven (7) days of receiving the written grievance shall mean the grievance is denied effective the eighth (8th) day after the HR Director received the grievance.

1.5. Arbitration.

- 1.5.1. Procedure. If the grievance is not satisfactorily resolved under the preceding sections of this Article, the Union, and not any individual employee or group of employees, may submit the matter to arbitration by the Labor Relations Connection within twenty (20) days after the receipt of the Step 3 response. The grievance shall be submitted to the Labor Relations Connection via electronic or first class mail and copied simultaneously to the Hospital's HR Director. Arbitration will be conducted under the rules of the Labor Relations Connection. The arbitrator will have no power to alter or vary the terms of this agreement. The decision of the arbitrator will be final and binding on the Hospital, the Union, and on employees covered by this agreement.
- 1.5.2. Costs. Each party shall bear the expense of preparing and presenting its own case. Costs of the arbitration will be shared equally by both parties.

- 1.5.3. Use by Hospital. The Hospital shall have the right to utilize the arbitration procedure with respect to any grievance or dispute which the Hospital may have with the Union or its members regarding the interpretation or application of this Agreement. Such action shall be initiated by a letter from the Hospital to the Union. This provision shall not be deemed to deny or restrict the Hospital the right to any action it may have under law.

Severability

1.1. This Agreement is subject to all applicable federal, Massachusetts, and local laws, currently or hereafter in effect, and to the lawful regulations, rulings or orders by regulatory commissions or agencies having jurisdiction (collectively “law”). If any provision of this Agreement is or becomes invalid or unenforceable by law, such provision shall be superseded by the law for as long as the law is in effect, but all other provisions of this Agreement shall continue in full force and effect.

Term and Termination

1.1. Term and Termination. This Agreement shall be effective as of [Ratification Date] and shall continue in full force and effect to and including midnight, [three (3) years from Ratification Date], and from year to year thereafter, unless either party to this Agreement shall give the other written notice at least ninety (90) days prior to the expiration date that it desires to change, amend, or terminate this Agreement.

1.2. Notice to Terminate or Amend. Should either party serve written notice of a desire to terminate, the Agreement shall expire on the then-current expiration date, unless such date is extended by mutual agreement.

1.3. Notices. If notice is sent by the Hospital to the Union, it shall be sent by certified mail to:
8 Beacon Street, Boston, Massachusetts 02108.

If notice is sent by the Union to the Hospital, it shall be sent by certified mail to:
115 Mill Street, Belmont, Massachusetts 02478.

ATTACHMENT A

Grade 005

Lab Assistants

Grade 500

Clinical Research Coordinators

Clinical Research Assistants/Clinical Research Assistants 1

Technical Research Assistants/Technical Research Assistants 1

Grade 501

Clinical Research Assistants 2

Technical Research Assistants 2

Research Special Assistants

Grade TBD

Research Assistants 2 On-Call

Grade 502

Sr. Clinical Research Assistant

Sr. Technical Research Assistant

Grade 503

Research Specialist

| Grade | Base Hourly Pay for Non-Exempt Positions | Base Full-Time Annual Salary For Exempt Positions |
|-------|---|---|
| 005 | \$15.50 | n/a |
| 500 | \$21.00 | n/a |
| 501 | \$23.03 | n/a |
| TBD | n/a | \$51,896.00 |
| 502 | n/a | \$53,851.20 |
| 503 | n/a | \$54,995.20* |

*Employees who are promoted into Grade 503 from a role within the bargaining unit will receive the higher of either 1) the Grade 503 Salary with credited experience beyond the required years of relevant work experience to qualify for the position or 2) \$0.50 an hour above the rate of pay they would qualify for with the same level of experience in their prior position.

This Agreement is subject to ratification by the bargaining unit. AFSCME and its bargaining committee will unanimously recommend and fully support ratification of this Agreement.

All other proposals of the parties are withdrawn without prejudice.

FOR MCLEAN HOSPITAL



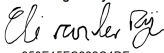
Deanna Eastman

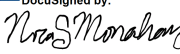
Lisa D. Pratt

Dated: 9/13/22

FOR AFSCME

DocuSigned by:


DocuSigned by:


DocuSigned by:


DocuSigned by:


DocuSigned by:


Dated: 9/13/2022