Agreement

between

Cape Cod Hospital
and

Massachusetts Nurses Association

October 1, 2010– September 30, 2013
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AGREEMENT

ARTICLE I

This Agreement is made and entered into this 1st day of June, 2011, by and between CAPE COD HOSPITAL (the “HOSPITAL”) and MASSACHUSETTS NURSES ASSOCIATION (the “ASSOCIATION”).

Section 1.1. Recognition

In accordance with the Certification of the Massachusetts Labor Relations Commission, the Hospital recognizes the Association as the sole and exclusive bargaining representative for all registered nurses who have been hired by the Hospital to fill permanent or per diem positions, but excluding the Chief Nursing Officer, Directors of Nursing, Division Managers, off-shift Managers, Nurse Managers and Instructor/Consultants.

Section 1.2. Participation in Professional Association

The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative and will notify the Association in writing at the end of each month of the name, address and classification of each new registered nurse who is still in its employ. The Hospital recognizes the right of any nurse to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any nurse to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association.

The Hospital agrees to deduct on a weekly basis from the earnings of any registered nurse who has executed an authorized form. Such deductions shall be in the amount certified by the Association and shall be made in accordance with the terms of said authorization form. Withheld amount will be forwarded to the designated Association office by the 20th of the calendar month following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

During their orientation period, newly employed nurses shall be introduced to the bargaining unit, the chairperson, or designee, who shall be allowed a reasonable period of time to address them.

Section 1.3. Association Service Fee

Upon completion of her/his probationary period, any nurse in the bargaining unit who is not a member of the Association, shall, as a condition of employment, pay to the Association, a service fee in an amount the Association may certify to the Hospital to defray the cost of collective bargaining and contract administration. Such amount may be paid through weekly payroll deductions as authorized, in writing, by the nurse.
Section 1.4. Information

The Hospital will provide the Association semi annually with an alphabetical listing of the names and addresses of nurses in the bargaining unit and a seniority list indicating each nurse’s area of work.

Section 1.5 Association Representatives

Duly authorized representatives of the Association may visit the Hospital at reasonable times to discharge the Association’s duties as the collective bargaining representative, providing they first make themselves known to the Director of Human Resources or her/his designee, together with the purpose of the visit, and such visits shall not disrupt the orderly operation of the Hospital.

Section 1.6 Supervisory Status

Cape Cod Hospital has no intention of acting unilaterally to challenge the position of Clinical Leader and/or Charge Nurse as being a statutory supervisor.

ARTICLE II

Section 2.1. Salaries

(a) Hourly salaries of registered nurses shall be as set forth in the chart that is appended as Attachment A, with the effective dates set forth therein, which incorporates:

Year One – 10/01/10 – 9/30/11
- Regular step advancement.
- Each bargaining unit nurse, with the exception of those working under per diem status, will receive a lump sum signing bonus equivalent to 2% of her core hours as defined by Position Control and hourly rate as of 10/1/10. For nurses hired after 10/1/10, the bonus will be pro-rated. Payment will be made within 30 days of notice to the Hospital of ratification. Nurses must be on the payroll as of the date of payment to be eligible.1
- Equalize the hourly wage schedule with the Falmouth Hospital MNA hourly wage schedule effective 07/01/11.

Year Two – 10/01/11-9/30/12
- Regular step advancement.
- Add a new top Step 15, 2% higher than Step 14 – all bargaining members who have been on Step 14 for 12 months will advance to Step 15 effective the first pay period in October 31, 2011.
- The hourly wage rates for all nurses (including per diems) in effect on 5/31/12 will be increased by 1% (an across the board increase) effective the first pay period in June 2012.

Year Three – 10/1/12 – 9/30/13
- Regular step advancement.
• A 1% increase will be added to Step 15 effective the first pay period in October 31, 2012.
• The hourly wage rates for all nurses (including per diems) in effect on 5/31/13 will be increased by 1% (an across the board increase) effective the first pay period in June 2013.

(b) The salary scale for nurses who are Care Managers shall be as set forth in the chart that is appended as Attachment B with the effective dates as set forth in Section 2.1(a) above. Since the scale set forth at Attachment B takes into account the requirement that a Care Manager have a Bachelor of Science in Nursing (BSN) degree, a Care Manager shall not be eligible for a degree premium pursuant to Section 2.2.

(c) In order to advance on the salary schedule, a full-time or regular part-time nurse must have completed one year of continuous employment at the preceding step.

Section 2.2.  Degree Premium

All registered nurses who have attained the following educational degrees from accredited institutions shall be compensated at the appropriate weekly rate (prorata for part-time employees). Eligible nurses shall receive the single, highest premium for which they qualify.

Premiums for educational degrees shall be payable upon hire or upon presenting proof of the educational achievement, whichever is later, except in the case of the Master’s in Nursing, which also requires the completion of six months employment as a registered nurse.

<table>
<thead>
<tr>
<th>Degree</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Baccalaureate degree (other than BSN)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Any Master’s degree (other than MSN)</td>
<td>10.00</td>
</tr>
<tr>
<td>Bachelor’s of Nursing (BSN)</td>
<td>15.00</td>
</tr>
<tr>
<td>Master’s of Nursing (MSN)</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Section 2.3  Specialty Certification

Nurses who attain a certification in an area of professional nursing shall receive a differential of $15.00 per week. This differential shall be pro-rated for part-time nurses. In addition to the above the Hospital will reimburse to a nurse, who, after the effective date of this Agreement, successfully obtains a certification in a mutually agreed-upon specialty, the costs of doing so, as well as the costs of recertifying her/him. Additionally, the Hospital will pay a once only bonus of $100.00 to such a nurse upon her/him obtaining a certification.

Section 2.4  Salary Steps

Newly employed nurses shall be placed in a salary rate in the applicable salary scale at Attachment A or Attachment B in accordance with their prior relevant experience in a fair, equitable and consistent manner by the Chief Nursing Officer or by the appropriate Vice President.

Nurses who were previously employed by the Hospital as an R.N. or in another capacity shall not be subject to the above paragraph, and may be eligible for a higher step than the above paragraph would otherwise provide, which shall be based on their prior and intervening experience.
Section 2.5.  **Shift Differential**

A nurse who works the evening shift between the hours of 3:00 p.m. and 11:30 p.m. shall receive a shift differential established at $1.80 per hour for each hour worked on the evening shift, provided that she/he works at least four such hours and works at least two hours beyond the end of her/his regular shift; and a nurse who works the night shift between the hours of 11:00 p.m. and 8:00 a.m. shall receive a shift differential established at $3.00 per hour for each hour worked on the night shift, provided that she/he works at least four such hours and works at least two hours beyond the end of her/his regular shift. (The “two-hour” requirements in the preceding sentence shall not apply to nurses who regularly [“permanently”] work the evening or night shifts during their regular [“permanent”] shifts).

The shift differential shall be included in holiday, vacation and other payments made to nurses who regularly work the evening or night shifts.

Nurses who are temporarily and involuntarily assigned to the day shift who are permanently assigned to work the evening or night shifts shall continue to receive shift differential.

Shift differential will be paid for a Committee meeting for which nurses are paid their regular salary.

Section 2.6  **Weekend Differential**

Nurses who work on Saturday or Sunday, which shall be the period commencing with the night shift on Friday and concluding with the evening shift on Sunday, shall receive an additional $1.40 per hour for each hour worked during such period. Weekend differentials shall be included as part of vacation pay.

Section 2.7  **On-Call and Call-In**

(a) Nurses on-call shall be paid the rate of $2.65 per hour while on call. When called in to work, she/he shall be paid time-and-on-half (1-1/2 times) her/his regular rate, but in no event less than two hours at said rate. The premium rate shall be in addition to the basic on-call payment of $2.65 hourly.

(b) If an OR or PACU nurse who is called in to work from on-call works any time between the hours of 11:00 p.m. and 4:00 a.m. and is scheduled to work on the immediately following day shift, the Hospital will endeavor to release the nurse early from such day shift, without loss of pay, if the workload permits.

(c) Effective the first pay period in October 2007 where call is a condition of employment, nurses on call shall be paid $5.00 per hour while on-call.

Section 2.8  **Rate After Promotion**

Any nurse who is promoted from one classification to another will be placed in the Step in said classification which will provide not less than $10.00 per week increase over her/his previous salary and will thereafter receive appropriate length of service increases within the classification to which she/he has been promoted.
Section 2.9  Relief in Higher Classification

Nurses assigned for one or more days in any one week to relieve in a higher classification shall be paid for such days at the rate of the Step in said classification which will provide not less than $10.00 per week increase over her/his regular salary.

Section 2.10  Staff Nurse in Charge of a Nursing Unit

Nurses assigned to cover (including Specialty Team Coordinators in the OR) when a Nurse Manager is out of her/his area for two hours or more shall be assigned charge and paid an additional differential of $1.50 per hour for the entire period of the coverage. A staff nurse who is in charge of a nursing unit shall also be paid the additional applicable charge differential for the shift.

Whenever the Hospital has determined that one or more permanent charge nurse(s) is/are needed on an individual nursing unit, selection shall be based on previous relevant experience, including previously demonstrated competency in the charge nurse role. Seniority shall be the determining factor whenever qualifications are equal among applicants for such opening(s). Such opening(s) shall be posted for seven days on the unit that is filling a charge nurse position.

Section 2.11  Seniority Bonus

Full-time registered nurses shall receive the following bonus during the month in which the annual anniversary of their Hospital date of hire or adjusted date of hire occurs (i.e., based on Hospital seniority). Part-time nurses shall receive a proportional pro-rata amount based on the number of hours that they hold on the first of the month in which their anniversary occurs.

<table>
<thead>
<tr>
<th>Years of Completed Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 to 9</td>
<td>$100.00</td>
</tr>
<tr>
<td>10 to 14</td>
<td>$200.00</td>
</tr>
<tr>
<td>15 to 19</td>
<td>$300.00</td>
</tr>
<tr>
<td>20 to 24</td>
<td>$400.00</td>
</tr>
<tr>
<td>25 and over</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Any nurse not active on the payroll on the first day of her/his anniversary month will become eligible for the seniority bonus upon her/his return to work, to be computed as of the date the bonus would have been computed, had she/he been actively at work at that time (i.e., the first of the month in which the anniversary of her/his date of hire occurs).
Any nurse who had a period during which she/he was not on the payroll during the 12 months prior to the month in which her/his anniversary occurs shall be subject to a reduction in the amount of the bonus as follows:

<table>
<thead>
<tr>
<th>Length of Leave</th>
<th>Reduction</th>
<th>% of Bonus Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. three months or less</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>b. more than three months but six months or less</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>c. more than six months but nine months or less</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>d. more than nine months but present at some time during the year</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>e. not present at all during the year</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Section 2.12 Night Shift Bonus**

Nurses who hold positions on the night shift who actually work their full commitment of night shift hours will receive a bonus based on actual straight time hours scheduled and worked as follows:

- 36 to 40 hours = $65
- 32 hours = $35
- 24 hours = $30* effective 08/06/06
- 16 hours = $15* effective 08/06/06

Paid holiday time, one professional activities day, five vacation days for 40 hour per week nurses (four vacation days for 32 hour nurses, three vacation days for 24 hour nurses and two vacation days for 16 hour nurses) and time spent at one mandatory in-service day per year shall count as time actually worked for bonus calculation but no other benefit time or unworked hours shall count as time actually worked for purposes of bonus calculation.

**Section 2.13 Per Diem Nurses**

The Hospital may employ registered nurses on a casual basis or per diem basis, defined as those nurses who do not have a regular schedule and do not work regular hours. Although members of the bargaining unit, per diem nurses shall not accrue seniority and shall pay a Service Fee to the Association. Access to the grievance process by per diem nurses shall be limited to the terms and provisions of this section only of the collective bargaining agreement.

Nurses used in a per diem capacity shall be paid:

- Effective the first pay period in January 2009 $50.839;
- Effective the first pay period in January 2010 $51.856.
In addition to salary, these nurses shall receive the contractual premium for evening, night and weekend shifts. Although not required to take charge any per diem nurse who does so shall receive the applicable premium. No other contractual benefits shall apply, except that per diem nurses shall be eligible to receive time and one-half her/his base rate of pay for all hours worked on a holiday and hours worked in excess of 40 per week.

In utilizing per diem nurses, the Hospital shall provide an orientation program that is appropriate to the individual nurse’s level of experience. Use of per diem nurses shall not affect the current practice of endeavoring to post full schedules by offering additional time to part-time nurses to reduce the hours held by permanent staff, or to cause permanent nurses to be laid off.

The Hospital may impose additional requirements as conditions of employment for per diem nurses, so long as such conditions are not inconsistent with the terms of this Section.

To be eligible to become a per diem nurse at Cape Cod Hospital a nurse must be currently licensed in the state of Massachusetts and have a sufficient level of knowledge and expertise to function in the role without extensive orientation. In no case should a nurse with less than two years of relevant nursing experience be hired into or be allowed to transfer to the position. Per diem R.N.s who are working at Cape Cod Hospital at the time of ratification of this agreement and who do not meet this requirement will be grandfathered into the job classification.

The responsibility for the direction, scheduling and control of the per diem nurses rests with management. Per diem nurses will submit their required days of availability on the same monthly deadlines as regularly scheduled staff. Per diem time will be posted in accordance with Article III, Section 3.3 of the contract. A per diem RN who makes herself/himself available for their basic commitment and who is not utilized by the Hospital will be considered to have fulfilled their availability requirements. Per diem nurses must be flexible and accept assignments in all cases from the Hospital for which they are qualified. Per diem nurses may not agree to work at the request of a regular staff member without the approval of the nurse manager.

Regular part-time staff will have the first opportunity to fill staffing vacancies which do not involve overtime. Vacant shifts, which would involve overtime for a regularly scheduled staff nurse will be offered first to the per diems. Per diem nurses who are cancelled after signing up for a vacant shift will be given at least one hour’s notice of the cancellation prior to the start of the shift. If such shifts are not filled by the per diem, they will then be offered to the regular staff regardless of the overtime component.

Per diem scheduling will not negatively impact on the schedules of regular staff nurses. Staff nurses will not be floated or bumped to another shift to accommodate a per diem nurse. In situations where the per diem is qualified, she/he will be the first to float. Once scheduled, the per diem nurse may not be bumped by another nurse.

Per diem shifts will not be posted as regularly scheduled, i.e., 24 hours/week. Per diems will not be utilized to avoid posting regular bargaining unit positions.

Per diem nurses must make themselves available for their basic commitment but will not be pre-booked for any shifts above their basic commitment which includes:

1) Four shifts out of every four-week time schedule, two of which should be weekend shifts. Unless the per diem is working in an area where there is no weekend RN coverage.
2) One of the three summer holidays - Memorial Day, Fourth of July, Labor Day.

3) One of three winter holidays – Thanksgiving, Christmas, New Years (unless assigned to an area where there is no RN holiday coverage, holiday coverage will rotate).

If a per diem nurse cancels a scheduled shift three times within a 12-month rolling period, the per diem nurse status for that nurse will be terminated.

**Section 2.14  Ambulance Runs**

A nurse will receive a bonus of $40.00 for each ambulance run actually taken by the nurse, which shall be paid in the paycheck for the pay period in which the ambulance run is taken. This bonus is in addition to the payment of time-and-one-half for time actually spent on the ambulance run.

**Section 2.15  Preceptor Differential**

A differential of $2.50 per hour shall be paid to a nurse who is assigned to serve as a preceptor for all hours that she/he is actually precepting.

Precepting is occurring at all times when a nurse has been assigned by the Nurse Manager to formally plan, organize, implement and evaluate the performance of a newly hired or newly transferred nurse. The parties agree that precepting may occur on all three shifts.

**Section 2.16  Time and Attendance System**

In the near future, nurses will utilize a time/attendance/security system in order to log their hours worked. The Hospital will make available direct bank/credit union deposit of nurses’ funds to participating financial institutions designated by the nurses.

**Section 2.17  OR Nurses Functioning as Specialty Charge Nurses**

OR Nurses who are designated to function in a “Specialty Charge Nurse” capacity will receive the pay rate for that classification for their regularly scheduled hours. Also, such nurse(s) will be paid specialty charge pay when they work extra hours performing duties that are documented as part of the Specialty Charge Nurse’s job responsibility.

However, it is expressly understood and agreed that an OR Nurse who is designated as a Specialty Charge Nurse, but who works extra hours (i.e., in excess of eight in a day and/or 40 in a week) in a staff nurse capacity, will not be eligible for or paid the “Specialty charge Nurse” differential for the hours worked in such capacity. Instead, such nurse(s) will receive staff nurse pay.
Section 2.18  New Flex Positions:

1. A flex position shall be defined as one in which the nurse is (i) regularly scheduled to work either twenty-four (24), thirty-two (32), thirty-six (36) or forty (40) hours per week and; (ii) may be “flexed” down one (1) shift per week (8 to 12 hours). Twelve-hour shifts may be “flexed” in either four-hour or twelve-hour increments. The regularly scheduled weekly hours for a flex position shall constitute the “base hours” for the position.

The Hospital will determine the number of flex positions, if any, in a unit; provided, however, that the number of such positions in any unit shall not exceed 30% of the budgeted FTE R.N. complement in that unit. The Hospital will not lay off a nurse on a particular unit in order to create a flex position on that unit.

Flex positions may be created and filled as follows. Subject to the percentage limitation, the Hospital in its sole judgment will determine by shift and hours the number of flex positions, if any, it desires to fill on a unit. The Hospital will first seek volunteers from existing R.N. unit staff who are willing to convert their positions into flex positions, and will accept those volunteers in the order of seniority whose existing shift and hours match the desired positions. For purposes of this Section, shifts are: days, evenings, nights, rotator, twelve (12) hour weekend days and twelve (12) hour weekend nights. The Hospital may also use vacant positions or vacant hours to create flex positions, subject to the percentage limitation described above. Such vacancies shall be filled in accordance with the collective bargaining agreement and in the event there are no qualified internal applicants, the Hospital shall have the right to fill the position with an external applicant.

2. Benefits

(a) A flex position nurse is considered a regular position within the bargaining unit and is covered by all terms and conditions in the collective bargaining agreement unless expressly addressed within this Article.

(b) The flex position nurses will accrue benefits based upon their base hours with the exception of vacation, sick and retirement benefits. Vacation and sick leave for such nurse shall accrue based upon hours actually paid (base hours plus hours worked). Retirement benefits shall be determined in accordance with the terms of the Retirement Plan.

3. Schedule

(a) Scheduling for such positions shall be consistent with the provisions of the contract. Flex position R.N.s will be scheduled for holidays in accordance with current practice.

(b) A flex position nurse may be required not to report to work on one pre-designated “flex” day per week. Such nurse shall be considered to have been notified for the purposes of the preceding sentence if she/he is contacted in person or if a message is left for her/him as follows:
• At least two hours prior to the start of the night shift;
• At least one hour prior to the start of the day shift;
• At least three hours prior to the start of any shift that begins from 11:00 a.m. to 7:00 p.m.

If required to work, such nurse may be floated subject to the relevant provisions within the collective bargaining agreement on the same basis as other nurses

(c) The order of cancellation with the unit shall be: (1) overtime, (2) per diems, (3) extra shifts and (4) flex position R.N.s

(d) Planned paid time off may be taken at any level between the minimum number of hours the nurse may work per week up to the nurse’s base hours as determined by the nurse.

(e) Flex position R.N.s will share equally with other unit nurses in overtime.

4. Reduction in Force

If a nurse must displace a flex position R.N. under the reduction in force procedure, the displacing nurse will have the option to assume either the flex position or a position with fixed hours equal to the base hours per week of the flex position.

Section 2.19 Float Pool Incentive:

• Sign On Bonus: Nurses who take a flex position in the Float Pool shall receive a $4,000 Sign On Bonus to be paid as follows:
  o One half the bonus will be paid on day one;
  o One quarter of the bonus will be paid after six months of working in the Float Pool in a flex position;
  o One quarter will be paid at the completion of one year of work in the Float Pool in a flex position.

• At the conclusion of one year of service in the Float Pool in a flex position, the following differentials shall apply:
  o Evening $2.50 per hour;
  o Night $4.00 per hour;

• Weekend Requirement - through rotation (every other weekend)
ARTICLE III

Section 3.1. Hours of Work

The regular work week shall consist of 40 hours within a week beginning at 7:00 a.m. on Sunday. The regular work day for the day, evening and night shifts shall consist of eight and one-half (8-1/2) or twelve and one-half (12-1/2) consecutive hours, including an unpaid half-hour meal period. As part of the eight hours for which day, evening and night shift nurses are paid they are permitted paid rest periods (i.e., “down time”) totaling 45 minutes, which shall normally be taken in 15-minute increments, each occurring roughly during the first half, at mid-shift (in addition to the half-hour unpaid meal period), and during the second half of the shift. The Hospital will make every reasonable effort to enable nurses to take break time away from the nursing unit if that is what the nurse chooses; however the needs of patient care may require that paid break time be taken without leaving the nursing unit. This restriction shall not, in itself, constitute break time not taken. The regular day shift shall be 7:00 a.m. to 3:30 p.m.; the regular evening shift shall be 3:00 p.m. to 11:30 p.m. and the regular night shift shall be 11:00 p.m. to 7:30 a.m.

Section 3.2. Overtime / Double-time

All work performed in excess of eight or twelve hours in a day or 40 hours in a week by a registered nurse shall be paid at time-and-one-half the nurse’s regular rate; provided, however, that if a nurse’s regular shift is longer than eight hours (e.g., a 10-or 12-hour shift), she/he shall receive overtime pay for work performed in excess of the length of such shift or in excess of 40 hours in a week.

If a nurse is scheduled to work more than eight or twelve (if a regularly scheduled 12-hour nurse) hours in a 24-hour period, she/he shall receive time-and-one-half her/his regular compensation rate for all hours after eight or twelve. Any nurse who requests to be scheduled more than eight or twelve hours in a 24-hour period, shall not be entitled to this overtime provision when the request is granted.

A nurse who works a second consecutive shift at the request of or as required by the Hospital shall receive double her/his regular rate for all consecutive hours in excess of 12 straight hours. Any nurse who requests to be scheduled for two consecutive shifts shall not be entitled to the double time pay when such request is granted.

Any nurse who is scheduled to work eight straight days shall receive double time her/his regular rate of pay for any hours worked on the eighth and any subsequent consecutive days, if assigned involuntarily or without the nurse’s agreement or choice. Holiday, sick or vacation time paid for, but not worked, shall not count towards the eighth consecutive day.

Any nurse who is not on-call but is called in as part of an operating room second team, shall be paid double-time for all hours actually worked, provided, however, that the hours a nurse was previously scheduled to work are not subject to this double time pay provision.

There shall be no pyramiding of overtime or double time pay.

Paid vacation and holiday time not worked shall not count towards the computation of any type of overtime (i.e., over eight in a day, 40 hours in a week, etc.).
Work performed on one of the 10 holidays specifically named and designated in Article V shall be paid at either one-and-one-half times the nurse’s regular rate of pay, or double the nurse’s regular rate of pay, at her/his option, subject to the nurse’s election with regard to accruing unused holiday time, as set forth in said Article V.

When it is necessary for a nurse to work a second consecutive full shift on a holiday, she/he shall be paid at the rate of two-and-one-half times her/his regular rate of pay for hours worked on the second full consecutive shift. Nurses may accrue a maximum of eight hours (for the full time nurse, pro-rata for part time) for any holiday, regardless of the number of hours actually worked on the holiday.

If the skill set needed to address a potential mandatory overtime requirement cannot be covered on the unit needing the coverage, then a nurse with the skill set who volunteers to work the assignment will receive double-time compensation for hours worked on such shift.

Section 3.3. Time Schedules

Time schedules and days off shall be posted two weeks prior to each four-week schedule period, it being understood that such schedules may be changed to meet emergency or special conditions necessary to properly staff the Hospital. Any such change shall require notification to the nurse.

Section 3.4. Mandatory Overtime

When a decision has been made to mandate overtime on a particular unit and shift, the Hospital will make this decision known to the nurses on duty on such unit and shift, and such nurses will be given an opportunity to decide among themselves who will remain to perform the required overtime. If they fail to do so within the time required of them, the mandated overtime will be assigned by the Hospital on the basis of an “inverse seniority” rotation; if, however, one of them volunteers to perform the required overtime, she/he shall go to the end of such rotation list. The decision to mandate overtime shall, under all of the facts and circumstances considered in the aggregate, be reasonable. A “Mandatory Overtime Report” will be developed by agreement between the Hospital and the Association, to be filled out for any occasion of mandated overtime, and such report will be forwarded to the Chief Nursing Officer or designee for review by her/him and will be made available for review at the next meeting of the Liaison Committee described in Section 11.1 of the Agreement.

A nurse who is in the course of working an additional shift (i.e., a shift that is not filled when the schedule is posted, as designated by the Nurse Manager) that is not part of her/his regularly scheduled workweek or who is in the course of working an overtime shift will not be required to work overtime from that shift. If a night shift nurse is mandated to work overtime into the day shift, the Nurse Manager will endeavor to relieve such nurse within one hour or as soon thereafter as feasible.

Because of the unique burden of mandatory overtime, a nurse who is mandated to work overtime for an entire shift, and whose next regularly scheduled shift begins within 10 hours after the end of such mandated overtime, shall be excused (without loss of pay) from commencing such next regularly scheduled shift until 10 hours after the end of such mandated overtime. The Association recognizes that the application of this provision could result in another nurse’s being mandated to work overtime in order to cover until the excused nurse’s delayed arrival.

A nurse may refuse overtime for personal fatigue or personal illness. If the mandatory overtime is refused, the overtime will be assigned to the next nurse on the unit list. A nurse who refuses an overtime assignment will be placed at the top of the unit list.
Effective 60 days after ratification, no bargaining unit nurse will be mandated more than once per week or three times per calendar quarter. The Hospital will make every reasonable effort to limit mandatory overtime to four hours.

A joint committee comprised of four RNs (two from Falmouth Hospital and two from Cape Cod Hospital) and four managers (two from Falmouth Hospital and two from Cape Cod Hospital) will meet every two weeks from July 1, 2011 through December 31, 2011, and at mutually agreeable times thereafter, to study the causes of mandatory overtime, propose solutions to mitigate the use of mandatory overtime and make committee recommendations to define voluntary and involuntary overtime.

The term “mandatory overtime” means any hours worked by a nurse to deliver patient care, beyond the predetermined and regularly scheduled number of hours that the employee and employer have agreed the employee shall work. However the RN will complete a procedure that initially commenced with sufficient time to finish prior to the end of the scheduled shift, and/or an emergency.

This provision will exclude a federal or state declared public emergency.

Section 3.5. **Low Census Procedure:**

The Hospital may temporarily decrease the normal work day/work week of RNs due to low patient census. In that event, the Hospital will apply the following procedure, in order, to the extent necessary to deal with the low patient census:

(a) Cancel any RN who is working an extra time opportunity from outside the work group on the affected shift;

(b) Cancel premium pay/overtime within the affected job classification and work group on the affected shift;

(c) Check to see if there are volunteers by:

(i) seeing if any RN has, in advance, indicated an interest in being canceled at that time on the assignment sheet, the schedule, or on a specific Cancellation Request Book that a Nurse Manager may keep. This advance request option will be on a first come, first served basis;

(ii) if there are no advance requests for cancellation, the Hospital will solicit volunteers from RNs in the Work Group who are already present at work and, if time permits those scheduled to arrive for the upcoming shift. Hospital seniority will prevail if there is more than one such volunteer;

(iii) where a work group has staggered starting times, it is understood that it may not be appropriate for the RNs who start at the latest time to be offered a cancellation option because it could lead to overtime.

It is understood that the purpose of the Hospital’s seeking volunteer cancellations is to accommodate the RNs, and not to create “rights” by any RN to be canceled. An occasional deviation of this subsection (c) will not constitute a violation of this Agreement. If there is more than an occasional deviation, the Association may file a grievance.
(d) Cancel contract/agency RNs within the affected job classification and work group on the affected shift

(e) Cancel per diems within the affected job classification and work group on the affected shift

(f) Cancel part-time RNs working more than their regular scheduled hours within the affected job classification and work group on the affected shift

Section 3.6. Authority of Arbitrator re: Staffing

Both parties agree that determination for setting staffing levels or hiring nurses, or any order or decision that could be construed as determination of or setting staffing or hiring nurses, is not available as a remedy by an arbitrator in any arbitration under the side letter dated April 3, 2006 and marked as Appendix B.

ARTICLE IV

Section 4.1. Accrual of Benefits

The Hospital shall compute all accrued benefits (vacation, sick leave and holidays) for all permanent nurses on the basis of actual hours paid per week. Co-payments for insurance benefits shall be adjusted prospectively on a calendar quarterly basis on the basis of actual hours paid in the previous quarter. Effective 04/01/06 hours worked to establish insurance eligibility will be averaged twice per year. Tuition reimbursement amounts shall be prorated on the basis of actual hours paid for the previous completed calendar quarter prior to the actual starting date of the approved course. For the purposes of this provision, under no circumstances shall the accrual rate be based on a factor which exceeds that for 40 hours per week.

Nurses who increase or decrease their scheduled hours in a permanent position shall be entitled to a modification of benefits prospectively until a full calendar quarter has been worked. Vacation, sick and holiday shall be automatically accrued as above.

For those nurses returning from leave of absence, tuition reimbursement shall be prorated on the basis of actual hours paid for the previous completed calendar quarter (this may be zero) prior to the actual starting date of the approved course. Other benefits shall be paid prospectively on the basis of scheduled hours until a full calendar quarter has been worked. Vacation, sick and holiday shall be automatically accrued as above.

Tuition reimbursement for a nurse on Worker’s Compensation leave of absence shall be pro-rated on the basis of actual hours paid for the completed quarter immediately preceding the leave. The nurse would be eligible for tuition reimbursement one time only until her/his return to work, and would then be subject to pro-rated benefits as any other nurse returning from leave of absence.
ARTICLE V

Section 5.1. Holidays

(a) Regular full-time nurses will be granted the following named holidays with pay:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day*</td>
<td>Fourth of July</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>Patriots Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day*</td>
</tr>
</tbody>
</table>

(* Four-shift holidays commencing at 3:00 p.m. on Christmas Eve and New Year’s Eve respectively)

Two days to be taken at the nurse’s option with supervisor approval. It is understood that nurses may be asked to work on a holiday and if they so desire, and the Hospital concurs, they may be given time off within 30 working days.

(b) Holiday time will not be granted until a nurse completes her/his probationary period but it will accrue from the nurse’s date of hire.

(c) Whenever a holiday falls on a nurse’s day off, she/he may be paid for such time during that work week, at straight time, at the nurse’s option. Any nurse on vacation at that time may also use that holiday, and/or any other unused holidays already accrued, instead of utilizing all or some of her/his accrued vacation time.

(d) Holidays off shall be rotated as equally as possible to afford each nurse a fair share of the holidays off. Pursuant to Section 3.3, time schedules for holiday and other periods are determined on a four-week basis, and posted two weeks prior to their effective date. Nurses who are needed to work on the holiday itself may request an alternate day off by communicating their preference to the Nurse Manager prior to the posting of the nurse’s schedule in which the holiday falls. Such requests will be granted, if possible, on a “first-come first-served” basis. An alternate day off may be utilized, per the schedule, as early as 30 days prior to or within 30 days after the actual holiday.

(e) Part-time nurses shall receive holiday accruals on a prorata basis on the basis of hours paid.

(f) Holiday time, except Christmas and New Year’s, shall commence with the shift starting at 11:00 p.m. on the eve of the holiday, extending to the end of the evening shift on the holiday itself. Holiday time for Christmas and New Year’s shall commence at 3:00 p.m. on the eve of these holidays.
(g) A nurse working a holiday will have the option of either being paid time-and-one-half her/his regular rate of pay and accruing the holiday (prorate accrual for part-time nurses) to be taken within 30 days of the named holiday or being paid double her/his regular rate of pay in lieu of accruing holiday time. This option applies to the legally declared named holidays only. Nurses who have worked the holiday and have not used their accrued holiday time within 30 days after a named holiday shall be paid for such unused holiday time at their regular straight time rate, plus shift differentials, if applicable. Such time paid shall not count towards overtime.

(h) Holiday pay will not be paid to a nurse while on suspension.

(i) A religious holiday may be taken by a nurse, with Supervisory approval, as an optional day or day of paid vacation.

ARTICLE VI

Section 6.1. Vacation – Full-Time Regular Nurses

Full-time regular nurses shall accrue vacation with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Continuous Employment at Cape Cod Hospital (i.e., Based on Hospital seniority)</th>
<th>Length of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>In the first through the fourth years</td>
<td>15 workdays (three weeks)</td>
</tr>
<tr>
<td>After four years</td>
<td>20 workdays (four weeks)</td>
</tr>
<tr>
<td>After 19 years</td>
<td>25 workdays (five weeks)</td>
</tr>
<tr>
<td>After 24 years</td>
<td>30 workdays (six weeks)</td>
</tr>
</tbody>
</table>

Section 6.2. Vacation – Part-Time Nurses

Part-time nurses shall be entitled to vacation accruals on a prorata basis in accordance with hours paid.

Section 6.3. Scheduling

Subject to the Hospital’s operating requirements, a nurse, after six months of continuous service, shall have a choice of vacation time on the basis of bargaining unit seniority.

Vacation requests must be made, in writing, and submitted to the Department Head or Nurse Manager at least two months prior to the start of vacation. Requests to use more than the annually accrued vacation will not be unreasonably denied. Vacation requests will be answered in writing within two weeks after the close of the two-month minimum period (as measured, however, from the last day of the requested vacation period).
Commencing on June 2, 1991, a nurse will not be permitted to accrue more vacation time than twice her/his annual entitlement. A nurse’s accrued vacation time in excess of this two-year entitlement cap as of October 6, 1990, shall be exempt from this cap.

Exceptions to the provisions of this Section 6.3 may be made by mutual agreement.

Nurses have the option of taking their full annual accrued vacation in one time span, subject to the operating needs of the Hospital.

Subject to the operating needs of the Hospital, a nurse may take accrued holidays and may add this time to her/his vacation within one month prior to or following a named holiday.

With respect to vacation requests for the months of June, July and August, preference will be given to requests for blocks of vacation time of at least one calendar week (i.e., seven consecutive calendar days) over requests for vacation time of less than one-calendar-week duration. (In applying the preceding sentence, a nurse who is regularly scheduled for and works 16 hours per week will be considered to have made a vacation request for one calendar week if she/he requests to take vacation for her/his regularly scheduled 16 hours during a period of seven consecutive calendar days.)

If a proven illness or accident preventing work occurs at least one week prior to and extends into a nurse’s scheduled vacation, the vacation shall be postponed upon the nurse’s request. If an illness occurs after a nurse commences her/his vacation and the nurse is hospitalized, she/he may take sick leave in lieu of vacation for the period of certified hospitalization.

Section 6.4 Utilizing Vacation Time in Lieu of Time Off

Nurses who have accrued in excess of eight weeks vacation (pro-rata for part-time nurses) may, at her/his option, receive one week vacation pay in lieu of time off on her/his anniversary date only.

Requests shall be made by the nurse to her/his Department Head who shall submit the nurse’s request to Payroll for payment.

This provision is limited to one week in excess of eight weeks accrued vacation.

In addition to or instead of the above, nurses who have accrued in excess of six weeks vacation (pro-rata for part-time nurses) may, at her/his option, receive up to one week’s vacation pay in lieu of time off. Such requests shall be made by the nurse to her/his Manager, at any time, except during the month of December. Such payments shall be issued with the nurse’s paycheck of the following week, except paychecks issued in December.

Section 6.5 Payment of Vacation Time

Vacation time and worked time shall not be paid for the same hours.
ARTICLE VII

Section 7.1. Medical Insurance

(a) Nurses holding permanent full-time and part-time positions may participate in the Hospital’s Tufts (POS) plan or in a program that is substantially equivalent to any of them (in terms of benefits/eligibility/cost combined).

The Hospital will pay the portion of the premium indicated in the contribution schedule, for eligible and enrolled employees. Husband and wife employees are eligible for family (or, if offered by the Hospital’s group health insurance carrier, “individual plus one”) plan coverage only and the Hospital shall assume 100% of the premium if the nurse’s spouse is permanently employed at the Hospital and if the combined total of permanently scheduled hours equals 40 or more. Nurses in an established spousal equivalent relationship with a person of the same gender are also eligible to enroll in the family (or, if offered by the Hospital’s group health insurance carrier, “individual plus one”) plan, upon completing enrollment requirements. The Hospital will assume 100% of the premium if both members of the couple are employed here for a combined total of 40 permanent hours. Nurses’ payments will be deducted from their pay weekly upon the furnishing of a properly signed authorization. Effective 01/01/07 domestic partner coverage will be eliminated but will be reinstated if the Massachusetts marriage law is changed. The Hospital will assume 100% of the premium if both members of the couple are employed here for a combined total of 40 permanent hours. Nurses’ payments will be deducted from their pay weekly upon the furnishing of a properly signed authorization. Effective 01/01/07 domestic partner coverage will be eliminated but will be reinstated if the Massachusetts marriage law is changed. It is understood that the Hospital is agreeing only to provide the insurance coverage delineated in the specific plan and assumes no obligation to any employee electing not to become a member of the Hospital group for said employee’s medical, surgical, hospital and other like insurance. It is understood that the Hospital agrees to provide the coverage specified therein and no employee covered by this Agreement is entitled to any benefits or remuneration in lieu thereof if she/he does not elect to be covered by said insurance. In the event that the Hospital wishes to change to another health insurance program, the new plan will be substantially equivalent to the Tufts (POS) plan.

The health insurance plan shall include an insulin rider, a student rider and a chiropractic rider.

Regular part-time nurses may be covered by the Hospital’s group health plans and contribution rates will be pro-rated on the basis of hours paid to be adjusted on a calendar quarterly basis in accordance with hours paid in the preceding quarter (see Article IV). Hours worked to establish eligibility will be averaged twice per year. Co-payments will be based on the chart in the contribution schedule.

(b) A nurse who retires from the Hospital shall have the option to continue with the Hospital’s medical insurance coverage at the nurse’s expense but at the group rate as long as the nurse is at least 55 years of age and has 10 or more years of service with the Hospital and is retiring pursuant to the Hospital’s Retirement Plan.

(c) Medical and Dental Insurance Premium Co-Payment Schedule (see the chart on the following page). Medical and dental contribution for new hire/newly benefit eligible bargaining unit members – Attachment 1 provides the contribution schedule that will take effect upon ratification.
(d) Stakeholders Committee: The bargaining unit will be considered a separate “stakeholder” for the purpose of the Plan Design Review Committee and will select one representative to participate in this committee’s meetings. In addition the union may select a staff representative to serve on this committee. The Review Committee will meet monthly through 12/31/09 after which it will meet at least quarterly.

Medical Plan Design – Effective 05/01/09

<table>
<thead>
<tr>
<th>Deductible</th>
<th>CCHC</th>
<th>Any Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td><strong>Individual</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>None</td>
<td>$750.00*</td>
<td>$750.00*</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>None</td>
<td>$1,500.00*</td>
<td>$1,500.00*</td>
</tr>
<tr>
<td><strong>Out of Pocket Max</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>None</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Family</td>
<td>None</td>
<td>$3,000.00</td>
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<tr>
<td><strong>Office Visits:</strong></td>
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</tr>
<tr>
<td>100% coverage</td>
<td>$25 copay</td>
<td>80% coverage</td>
</tr>
<tr>
<td></td>
<td>No Ded.</td>
<td>after ded.</td>
</tr>
<tr>
<td><strong>Routine Physicals:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% coverage</td>
<td>$25 copay</td>
<td>80% coverage</td>
</tr>
<tr>
<td></td>
<td>No Ded.</td>
<td>after ded.</td>
</tr>
<tr>
<td><strong>Routine Vision</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20 copay</td>
<td>$25 copay</td>
<td>80% coverage</td>
</tr>
<tr>
<td>(1 per 12 months)</td>
<td>No Ded.</td>
<td>after ded.</td>
</tr>
<tr>
<td><strong>Emergency Room:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$50 copay</td>
<td>$50 copay</td>
<td>$50 copay</td>
</tr>
<tr>
<td></td>
<td>No Ded.</td>
<td>No Ded.</td>
</tr>
<tr>
<td><strong>Inpatient Hospital:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% coverage</td>
<td>90% coverage</td>
<td>70% coverage</td>
</tr>
<tr>
<td></td>
<td>after ded.</td>
<td>after ded.</td>
</tr>
<tr>
<td><strong>Day Surgery:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% coverage</td>
<td>90% coverage</td>
<td>70% coverage</td>
</tr>
<tr>
<td></td>
<td>after ded.</td>
<td>after ded.</td>
</tr>
<tr>
<td><strong>Chiropractic:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spinal manipulation only</td>
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<td>100% coverage</td>
<td>100% coverage</td>
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</tr>
<tr>
<td>(20 visits per cal. Year)</td>
<td></td>
<td>(20 visits per cal. Year)</td>
</tr>
<tr>
<td></td>
<td>80% coverage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>after ded.</td>
<td></td>
</tr>
<tr>
<td><strong>Prescription Drugs:</strong></td>
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<td></td>
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<tr>
<td>Employee Pharmacy</td>
<td>$5/$10/$20</td>
<td>$10/$25/$45</td>
</tr>
<tr>
<td><strong>Mail Order</strong></td>
<td>$5/$10/$20</td>
<td>$10/$25/$45</td>
</tr>
</tbody>
</table>

Effective May 1, 2011 or upon ratification, whichever event is first, the following contribution schedule shall apply only to all new bargaining unit employees hired after ratification and current bargaining unit RNs who are not benefit eligible (i.e., RNs working less than 16 hours at ratification) to all new bargaining unit members and newly benefit eligible bargaining unit members.
### Section 7.2. Disability Insurance

Long-term disability coverage will be made available to permanent nurses on date of hire at no cost. A nurse must be scheduled to work an average of at least 24 hours per week, using the method set out at Section 4.1 for part-time nurses and full-time nurses who have not worked an average of 40 hours per week. Long-term disability benefits will be available to nurses upon the 61st day of disability. Nurses (or their representatives) must apply for benefits when disabled through the Benefits Office. Effective 10/1/2011; The benefits will be equal to 60% of an employee’s salary up to $6,000 a month maximum.

### Section 7.3. Life Insurance

Nurses may be covered by the Hospital’s present group life insurance plan. The Hospital shall pay for the first $10,000.00 of coverage upon the nurse’s enrollment in the plan. Nurses may, at their own expense, increase the insurance to double the level of their annual salary.

Nurses may, at their own expense, participate in an optional life insurance plan offered by the Hospital which includes spousal and dependent coverage. Information regarding this plan, including convertibility options, shall be available through the Human Resources Department.
## HEALTH INSURANCE CO-PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Scheduled Hours</th>
<th>Type of Coverage</th>
<th>0 Months to 3 Plus Years</th>
<th>4 Years Plus</th>
<th>10 Years Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CCH</td>
<td>WKR</td>
<td>CCH</td>
</tr>
<tr>
<td><strong>30 – 40</strong></td>
<td>Indiv.</td>
<td>100%</td>
<td>None</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Indiv. + 1*</td>
<td>75%</td>
<td>25%</td>
<td>85%</td>
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<tr>
<td></td>
<td>Family</td>
<td>75%</td>
<td>25%</td>
<td>85%</td>
</tr>
<tr>
<td><strong>24 – 29</strong></td>
<td>Indiv.</td>
<td>60%</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td>Indiv. + 1</td>
<td>45%</td>
<td>55%</td>
<td>51%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>45%</td>
<td>55%</td>
<td>51%</td>
</tr>
<tr>
<td><strong>20 – 23</strong></td>
<td>Indiv.</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>Indiv. + 1</td>
<td>37.5%</td>
<td>62.5%</td>
<td>42.5%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>37.5%</td>
<td>62.5%</td>
<td>42.5%</td>
</tr>
<tr>
<td><strong>16</strong></td>
<td>Indiv.</td>
<td>40%</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>Indiv. + 1</td>
<td>30%</td>
<td>70%</td>
<td>34%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>30%</td>
<td>70%</td>
<td>34%</td>
</tr>
</tbody>
</table>

* Note: The “Individual Plus One” level of coverage is available for health insurance only, as set forth in Section 7.1

## DENTAL INSURANCE CO-PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Scheduled Hours</th>
<th>Type of Coverage</th>
<th>0 – 12 Months</th>
<th>1 Year Plus</th>
<th>4 Years Plus</th>
<th>10 Years Plus</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CCH</td>
<td>WKR</td>
<td>CCH</td>
<td>WKR</td>
</tr>
<tr>
<td><strong>30 – 40</strong></td>
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<td>55%</td>
<td>45%</td>
<td>0%</td>
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<tr>
<td></td>
<td>Family</td>
<td>55%</td>
<td>45%</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td><strong>24 - 29</strong></td>
<td>Indiv.</td>
<td>35%</td>
<td>65%</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>35%</td>
<td>65%</td>
<td>45%</td>
<td>55%</td>
</tr>
<tr>
<td><strong>20 – 23</strong></td>
<td>Indiv.</td>
<td>30%</td>
<td>70%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>30%</td>
<td>70%</td>
<td>37.5%</td>
<td>62.5%</td>
</tr>
<tr>
<td><strong>16</strong></td>
<td>Indiv.</td>
<td>25%</td>
<td>75%</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td>Family</td>
<td>25%</td>
<td>75%</td>
<td>30%</td>
<td>70%</td>
</tr>
</tbody>
</table>
Section 7.4. Dental Insurance

Dental insurance and family dental insurance coverage at Level 3 (Orthodontia at $1,000.00 lifetime per covered member) will be made available to nurses with regular employment status with the Hospital paying on a pro-rata basis as per the contribution schedule and subject to Article IV. Spousal equivalents of the same gender are also eligible to enroll in the family plan, upon completing enrollment requirements. A student rider to age 23 is also available. Pro-rata shall be based on 40 hours per week. The Hospital may, in consultation with the Association, change to an equivalent plan.

The Hospital will pay 100% of the premium for family dental insurance coverage after 10 years of service for 40-hour-per-week nurses. The Hospital contribution shall be prorated for part-time nurses in accordance with the contribution schedule.

Section 7.5. Sick Leave

Sick leave may only be used (i) when a nurse in unable to work because of personal illness, injury or disability, or (ii) for medical and dental appointments where such appointments cannot be otherwise scheduled in order to avoid conflicting with work, or (iii) for illness of members of the nurse’s immediate family in her/his household (limited to three days per year). The Hospital may, through its Human Resources Department, require a nurse to provide satisfactory evidence concerning her/his use of sick leave after the third consecutive day out and in instances where the Hospital in good faith suspects abuse.

(a) A full-time nurse shall begin to accrue sick leave upon date of hire on the basis of hour paid at the rate of 0.0462 sick leave hours per hour paid, up to 40 hours per week (i.e., up to 1.848 hours per week or 12 days per year). Part-time nurses shall earn this benefit pro-rata based on hours worked. Sick leave may be accumulated without limitation.

(b) If sick leave is prepaid in error, the necessary adjustment will be made in a subsequent paycheck. Should the nurse leave within a year of the error, any amount discovered to have been unearned shall be deducted from the final paycheck.

(c) Nurses who are on Worker’s Compensation may, upon request, apply the difference between their compensation payments and their regular weekly salary against their accumulated sick time.

(d) (1) At the end of a calendar year, a nurse may elect to be paid in the first payroll week of January for sick leave benefits accrued but not used during the calendar year immediately preceding said applicable January payroll week. Payment shall be at the rate of one-third day’s pay for each unused day in excess of 36 days. The eligible nurse must request this option by notifying her/his supervisor by December 3

(2) Regularly scheduled full-time nurses will be compensated for unused sick leave at the conclusion of the year (December 1 through November 30) as follows:
<table>
<thead>
<tr>
<th>Amount of Sick Leave Used</th>
<th>Compensation for Unused Sick Leave</th>
<th>Number Sick Days to be Carried Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 days</td>
<td>2 days</td>
<td>5 days</td>
</tr>
<tr>
<td>4 days</td>
<td>3 days</td>
<td>5 days</td>
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<tr>
<td>3 days</td>
<td>4 days</td>
<td>5 days</td>
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<tr>
<td>2 days</td>
<td>5 days</td>
<td>5 days</td>
</tr>
<tr>
<td>1 day</td>
<td>6 days</td>
<td>5 days</td>
</tr>
<tr>
<td>0 days</td>
<td>7 days</td>
<td>5 days</td>
</tr>
</tbody>
</table>

All part-time nurses may participate in the above program on a pro-rata basis based on hour worked.

Any nurse who begins their first year of employment after December 1 may not participate in this program until December 1 of the following year.

The buy-back program shall include evening or night shift differential for those nurses permanently scheduled for evenings or night shifts as of the last day of the program (November 30).

Any nurse who does not wish to participate in the buy-back program must inform her/his supervisor by the last day of the program (November 30).

Payment shall be received at least five days before Christmas.

(e) Nurses unable to work because of pregnancy may use earned sick time to the extent of their accumulation.

(f) To be entitled to receive sick leave, a nurse must notify the Hospital that she/he will be absent from work because of illness at least two hours and fifteen minutes before the start of the night shift, at least one hour and fifteen minutes before the start of the day shift, and at least three hours and fifteen minutes before the start of any shift that begins from 11:00 a.m. to 7:00 p.m. Exceptions to these time limits may be made by appeal to the Chief Nursing Officer for conditions beyond the control of the nurse that prevent compliance with these requirements.

(g) Nurses may receive sick pay for illness of members of her/his immediate family in her/his household limited to three days per year. (Number of sick days to remain at 12 per year).

Section 7.6. Occupational Health Service

(a) All nurses are required to have a tuberculosis screening and routine laboratory tests, and mandated OSHA Respirator Fit Testing prior to employment and annual tuberculosis screening and Respirator Fit Testing thereafter. Additional testing may be required as provided in local, state, federal and/or accrediting agency guidelines. Nurses may have an annual chest X-ray, if medically evaluated in OHS and if medically indicated, at no charge. A nurse who becomes ill or injured while on duty, will immediately report her/his illness or injury to her/his immediate Supervisor, Department Head or the Nursing Supervisor on duty. Occupational Health Services in consultation with the nurse’s Supervisor will determine, based upon the nature of the illness/injury whether to refer the nurse to the Occupational Health Department or to the Emergency Center for treatment. The Occupational Health Services Department is located at 26 Gleason Street, Hyannis, MA, and is open Monday through Friday (excluding holidays/weekends) 8 a.m. to 4 p.m. (Walk-In Hours Monday through Friday 8 a.m. to 9 a.m. and 2 p.m. to 3 p.m.) A nurse will be referred to OHS only when there is a treating clinician on duty.
(b) The following services are provided by the Occupational Health Services Department at no cost to nurses: (i) evaluation and treatment/referral to the Emergency Center for a nurse who sustains a work-related injury or work-related illness (including lab tests and diagnostic imaging that are medically needed at the time of treatment); (ii) any immunizations required and offered by Occupational Health Services; (iii) medical examination or immunization that the Hospital generally requires as a condition of employment of nurses; (iv) administration of flu vaccine, if available; (v) pre-employment physicals (if the individual becomes employed as a member of the bargaining unit) and (vi) administration of workers’ compensation claims.

(c) The Hospital may require nurses to see the Occupational Health Service and/or provide written medical documentation of health status in situations: such as return to work physicals following Medical LOA; extended absence on sick time and/or Industrial Accident leaves of absence; when a nurse’s fitness for duty or ability to perform her/his job is in question and when necessary to satisfy regulatory requirements. Written medical documentation will be provided to Occupational Health Services at a minimum of every six months when a nurse’s hours are restricted.

The Hospital and the Association are committed to transitional work arrangements by providing a safe and healthy workplace for employees. Assignments within the transitional work program are intended to be medically appropriate and to provide work that is of value in supporting the functions of the organization. Cape Cod Healthcare Occupational Health Services Department oversees the Transitional Duty Program at Cape Cod Hospital.

Section 7.7. COBRA

The Hospital will comply with the current COBRA statute (as amended from time to time) to enable eligible nurses to continue their health insurance coverage beyond the date on which they would normally lose their eligibility to participate in the hospital-sponsored group plan. Nurses who qualify for coverage may continue their existing medical and dental group coverage by paying 100% of the premium after the following events and for the periods of time and subject to the conditions as required by law. Effective 01/01/07 nurses and/or dependents who qualify for coverage will pay 102% of the existing premium.

(a) Coverage can be continued for up to 18 months after:
   (1) The nurse resigns.
   (2) The nurse is terminated for other than gross misconduct.
   (3) The nurse’s work hours drop below eligibility level.

(b) Coverage can be continued for up to 36 months for:
   (1) The surviving spouse and/or dependents following the death of a nurse.
   (2) The spouse and/or dependents of a nurse following a divorce or legal separation from a nurse.
   (3) A child of a nurse who loses “dependent” status, e.g., due to marriage, going over age, etc.
   (4) The spouse and/or children of a nurse who elects Medicare coverage, thereby dropping regular health insurance.

(c) Coverage can be continued for up to 29 months when the covered nurse (or former nurse) or her/his spouse or dependent(s) is disabled at the time of the termination or event causing the loss of
coverage, provided notice of such disability is given to the hospital within the initial 18 months of continued benefits.

The nurse or family member is responsible for advising the Hospital Human Resources Department that the event has taken place within 60 days of the event itself. Nurses and/or dependents availing themselves of the COBRA provision must pay 100% of the premium. Effective 01/01/07 nurses and/or dependents who qualify for coverage will pay 102% of the existing premium.

Section 7.8  Flexible Spending Accounts

The Hospital will provide flexible spending accounts for dependent care and healthcare (includes daycare, otherwise uninsured healthcare, dental care, optical care, etc.) as regulated by Section 125 of the Internal Revenue Code for nurses who desire to participate. The maximum annual amounts are $5,000 for dependent care benefits, $2,500 for healthcare benefits.

Nurses are eligible to enroll within 30 days of date of hire or other family status change (marriage, divorce, etc.); otherwise at open enrollment which is held annually between November 15 and December 15 for the following calendar year. Payroll deductions for these programs are not reflected as earnings for social security gross earnings but are included in pension, workers’ compensation and disability calculations.

Section 7.9  Homeowner’s Insurance

The Hospital will offer payroll deduction for homeowner’s insurance with a carrier selected by the Hospital, at the nurse’s expense.

Section 7.10  Automobile Insurance

The Hospital will offer payroll deduction for automobile insurance, with a carrier selected by the Hospital, at the nurse’s expense.

Section 7.11  HIV Insurance

The Hospital shall pay 100% of the cost of an HIV insurance policy. Coverage shall be $50,000 for nurses who work 20 or more hours per week and $25,000 for nurses who work under 20 hours per week. A nurse may, at her/his own expense, increase the policy coverage to twice the above amounts.
ARTICLE VIII

Section 8.1 Leave of Absence

(a) Request for a leave of absence shall be made, in writing, to the Nurse Manager by the nurse, who shall state the reason for leaving and the duration.

(b) A nurse must be actively at work at least one year prior to and between leaves of absence, except in the case of industrial accident, personal illness, maternity, child rearing, adoption and military leaves. No successive leaves other than the types stated above shall be granted. Leaves shall not be granted for the purpose of taking another job, nor shall a nurse hold other employment during the leave, absent compelling extenuating circumstances.

(c) A nurse leaving for more than one month must prepay her/his portion of her/his insurance premiums to assure continuity of coverage. The Hospital will pay its share of the premiums during authorized periods of absence for maternity leave (up to four months), personal illness leave (up to six months), critical illness or death in immediate family (up to 90 days), jury duty leave, as long as jury duty continues, adoption leave (up to 120 days). The Hospital will pay its share of the premiums for up to one year for Industrial Accident Leave and 50% of its share beyond one year until the end of such leave or the nurse is “lump summed.”

Any nurse on leave as of the date of the signing of this contract shall be covered by the benefits as stated in the contract at the time of the Leave.

(d) If the nurse fails to report for work at the expiration of her/his leave, her/his employment shall be terminated except in the case where failure to so report is for reasons beyond her/his control.

Section 8.2 Types of Leaves

(a) Personal Illness – A leave of absence will be granted to nurses for personal illness, after the period of accumulative sick leave has expired. The nurse shall be reinstated to her/his former position and Department if the leave does not exceed 180 calendar days. Upon returning from a leave in excess of 180 days, the nurse will be given the first opportunity to return to a position for which she/he is qualified and will be given the first opportunity to return to her/his former position if and when the position is open. Nurses absent on personal illness leave longer than one year shall provide current medical verification of their inability to work. Such nurses shall be eligible to remain on personal illness leave for a maximum of one additional year. The Hospital may require a written medical opinion to establish the existence of the health condition necessitating the personal illness leave and the employee’s ability to return to work following the leave. The Hospital may require a second written medical opinion from an independent health care provider in cases where the validity of the original written medical opinion is called into question. The Occupational Health Services Department and the nurse requesting or on Personal Illness Leave will attempt to agree upon the second independent health care provider and if no agreement is reached within forty-eight hours, the Hospital may choose the independent health care provider unilaterally. The Hospital may request a written medical opinion prior to the approval of a leave, once during the leave, and prior to returning the employee to work. If the two medical opinions conflict, the Hospital and the employee may jointly choose a third health care provider at the Hospital’s expense whose opinion will be considered binding.
(b) **Industrial Accident** – a leave of absence of up to 2-1/2 years will be granted to a nurse who is absent because of industrial accident. If the nurse returns from such leave within 15 months, she/he will be returned to her/his former position and department. A nurse who returns from such leave but not within such 15-month period shall not have the right to return to her/his former position, but shall have the following rights for up to an additional 15 months following such original 15-month period: If and when the nurse is fit for duty and is ready to return to work, she/he will notify her/his Department Manager, who will inform the nurse of then vacant positions; if the nurse applies for a vacancy for which she/he is qualified, she/he shall be preferred over other applicants for such position. A nurse whose Worker’s Compensation case terminates in a lump sum settlement is entitled to a preference for re-employment over outside applicants if/when she/he has recovered sufficiently to return to nursing. (Upon the request – on a case-by-case basis – of the Association, where there has been a delay in treatment that is out of the control of the nurse, the Association and the Hospital may discuss and consider the extension of the above time periods. It is understood that such discussions shall be solely advisory.)

(c)  
(1) **Maternity** – Whenever a nurse shall become pregnant, she shall furnish the Hospital with a certificate from her physician stating the expected date of her delivery. Maternity leave will be granted for a period of up to four months after the date of delivery, and the nurse will be reinstated to her former position and Department at the expiration of said leave. A nurse who is pregnant shall be entitled to use her accrued sick leave and her vacation time before or after her date of delivery upon furnishing the Hospital with certification from her physician stating the expected date of delivery and that she is unable to work due to pregnancy or childbirth.

(2) **Paternity** – Leaves of absence shall also be available to the father of a child in accordance with the terms of federal and/or state laws.

(d) **Critical Illness** – A leave of absence will be granted to nurses for critical illness in the immediate family for a period of up to 12 weeks, and the nurse will be reinstated to her/his former position and Department at the expiration of said leave.

(e) **Educational** – After one year of employment, the Hospital may allow a nurse a leave of absence without pay up to 24 months for education purposes. If the nurse returns from such leave within 180 calendar days (inclusive of any vacation time), she/he will be returned to her/his former position and department. A nurse who returns from such leave but not within such 180-day period shall not have the right to return to her/his former position, but shall have the following rights for up to 18 months following such 180-day period: she/he will notify her/his Department Manager, who will inform the nurse of then vacant positions; if the nurse applies for a vacancy for which she/he is qualified, she/he shall be preferred over other applicants for such position.

(f) **Child Rearing** – Two additional months for child rearing shall be granted to nurses requesting such leave. Nurses who are granted two additional months for child rearing will, upon return, be given the first opportunity to return to her/his former position, if and when the position is open.

(g) **Personal Leave** – A personal leave of absence, for reasons other than delineated in other leave provisions, may be granted on an individual basis for good cause disclosed. (Note: a leave of absence to enable a nurse to work elsewhere will not be considered good cause.) Such permission will not be withheld unreasonably. The nurse shall be reinstated to her/his former position and Department if the leave does not exceed 90 calendar days. A nurse who returns from such leave but not within such 90-day period shall not have the right to return to his/her former position, but shall have the following rights for up to one year following such 90-day period: If and when the nurse is fit for duty and is ready to return to work, she/he will notify
her/his Department Manager, who will inform the nurse of then vacant positions; if the nurse applies for a vacancy for which she/he is qualified, she/he shall be preferred over other applicants for such position.

(h) **Marriage Leave** – A nurse may be granted up to 14 calendar days of unpaid leave at the time of her/his marriage, providing all accrued holiday and vacation days have been used up. Upon returning from such leave, the nurse will be reinstated to her/his former position in the Department of Nursing.

(i) **Adoption Leave** – An unpaid leave of absence may be granted a nurse when adopting a child for a period of up to four months. Should the adoption agency require the parent to take an extended leave, such leave will be granted up to a total maximum period of 120 calendar days. Upon returning from this type of leave, the nurse will be reinstated to her/his former position and Department. If both parents are employees, leave privileges can only be extended to one party.

(j) **Military Leave** – The Hospital will comply with the requirements of all State and Federal laws with respect to nurses who are called to serve in the armed forces of the Commonwealth of Massachusetts and the United States. A nurse who is called for military leave service or national Guard training for up to 30 days shall be paid the difference between her/his regular earnings and her/his military pay if her/his regular earnings are more than the military payment.

**ARTICLE IX**

Section 9.1 **Seniority**

Seniority applies to full-time and part-time nurses and means the length of continuous employment by the Hospital in the position covered by this Agreement, except that Hospital seniority shall be used to compute vacation, pension and seniority bonus benefits. A full-time nurse will acquire seniority after completing a 65 working day probationary period during which she/he may be discharged for any reason without recourse to the grievance procedure. A part-time nurse will acquire seniority after completing the greater of either: (1) the equivalent of 48 full working days, or (2) a 90 calendar day probationary period during which period she/he may be discharged for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the nurse’s seniority will date from the first day of employment in a permanent position. Nurse Managers shall have the discretion to extend the probationary period for nurses by 20 working days.

There shall be one seniority list for full-time and part-time nurses. Within two weeks after the execution of this Agreement, the seniority lists shall be posted and the nurses shall have 30 days after the posting within which to raise objections to their seniority date. If no objection is filed during the 30-day period, the seniority will be considered as posted. The Hospital will provide the Association with a complete list every six months.
Section 9.2  Loss of Seniority

(a) Resignation
(b) Discharge for just cause
(c) Engaging in other employment while on a leave of absence except during a pregnancy or educational leave of absence without prior approval.

Section 9.3  Seniority/Rehiring

If a nurse terminates in good standing after working at least 12 months and is re-employed within the corresponding number of months previously employed, she/he will regain her/his prior seniority after working continuously for 36 additional months.

Authorized leaves of absence in excess of 30 days of establishing the time periods are listed herein.

A nurse who is rehired within 12 months of her/his termination from the Hospital shall be hired into the same salary step she/he left, provided that she/he has worked in the interim in an acute care setting for at least one month for every two months of absence. Nothing in this section, however, shall entitle a nurse to be rehired.

Section 9.4  Non-Discrimination

Neither the Hospital nor the Association will discriminate against any nurse or applicant for employment because of age, race, color, religious creed, gender, national origin, handicap, sexual orientation, veteran status or any other protected category under federal or state law. Nor shall there be any discrimination with respect to employment against a qualified person, defined as one who can perform the essential functions of the assigned position.

Section 9.5  Discipline

No nurse shall be disciplined or discharged except for just cause, provided that a nurse may be terminated during her/his probationary period without recourse by the nurse or the Association.

In the event a nurse is to be suspended or discharged, the Hospital must inform her/him that she/he has the right to have an Association representative at any hearing.

A nurse shall have the right to have an Association representative present at any counseling/disciplinary session involving any oral and/or written discipline.

Section 9.6  Professional Activities

The Nurse Manager of the unit on which a nurse works may authorize time off without loss of pay and/or reimbursed expenses, for nurses attending professional meetings, clinical conferences, conventions, advance courses or other similar activities. Approval to attend such activities shall not be unreasonably denied.

Subject to the operating needs of the Hospital, a nurse is entitled to a minimum of one day off per year under this Section, with pay, to attend a continuing education program, which is a planned program of
learning which contributes directly to the professional competence of the licensed nurse. The Hospital shall pay up to $200 for registration for this one guaranteed day. This day must be used or lost; it will not be carried over from year to year. If the continuing education program registration is less than $200, a nurse may utilize up to the balance of such $200 during the remainder of such year, provided that the nurse attends such program on her/his own time (i.e., not on scheduled work time).

Section 9.7 Jury Duty

A nurse called for jury duty shall be allowed a period of absence for so long as such duty necessitates, without loss of her/his former position. The nurse will receive the difference between the amount of wages the nurse would have earned, if the day in court is a regularly scheduled work day, and if her/his jury pay is less than her/his regular pay for the day. Whenever the nurse is temporarily excused from such jury duty by the court prior to her/his scheduled workday, the nurse shall advise her/his supervisor as promptly as possible and report for work if requested by the Hospital. The nurse must submit her/his juror service certificate to Payroll upon receipt as proof of attendance and proof of earnings. Failure to notify the Hospital when jury duty is canceled or failure to submit the required verification of service and earnings will result in the cancellation of jury duty pay and the charging of such previously paid jury pay to the nurse’s vacation accruals. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the nurse’s supervisor. The Hospital may request that the nurse be excused for such jury duty if, in the opinion of the Hospital, the nurse’s services are essential at the time of the proposed jury service.

Section 9.8 Reduction in Force

The Hospital shall notify the Association that a reduction in force is necessary at least three weeks prior to its effective date, unless emergency conditions prevent such notice. Events such as a natural disaster, the lack of a sufficient number of qualified employees other than nurses due to a strike and any other occurrences that necessitate a significant or complete closure of the Hospital shall constitute emergency conditions that will prevent three weeks’ notice. The Hospital will provide the Association with a current seniority list and a list of vacant positions. The Hospital will identify the unit(s) to be closed or impacted and the number of FTEs that are to be reduced.

The parties will meet and confer within seven days of the notice. The Hospital and the Association may explore and agree to offer various incentives to promote voluntary layoff(s) which may include voluntary reduction(s) in hours, early retirement incentives and layoff(s) with a severance package. If no alternative process is agreed upon, the following process will be used:

All temporary, extended temporary, probationary, per diem and those permanent nurses whose positions are to be technically eliminated shall be notified, in person, by telephone, or by certified mail that the layoff is likely to affect them, at least three weeks prior to the effective date of the layoff (with the exception of emergency conditions noted above). The Hospital may, at its option, implement a layoff less than three weeks after notifying each affected nurse. In that event the Hospital will pay such nurse(s) severance pay, equal to the amount that they were previously scheduled to earn during that period, in lieu of such notice.

All nurses with one year of bargaining unit seniority who either hold permanent positions which are to be eliminated or have been bumped by another nurse shall be given the opportunity to bid on any vacant position or to exercise bumping rights, as follows:

(a) Bumping shall be done completely in order of bargaining unit seniority. It shall begin with the most senior nurse affected by the reduction in force and shall proceed with the next most senior nurse who has been affected, either by the identified staff reduction or as the result of being bumped by a more
senior nurse. It shall proceed in that manner until all affected nurses have either exercised or waived their bidding rights, or until all nurses with at least one year of seniority affected by this process have exercised their bumping rights.

(b) Bumps will be subject to the following conditions:

(1) A nurse who is qualified to bump into a unit may bump only the least senior nurse on that unit whose position is on the same shift and of the same number of hours per week as the bumping nurse’s current position.

(2) In the event that there is no less senior nurse on any appropriate unit that has the same number of hours or the same shift as the bumping nurse, she/he may bump the least senior nurse on that unit who has a position on the same shift that is either eight hours more or eight hours less than the bumping nurse.

(3) In the event that there is still no less senior nurse on the appropriate unit, holding hours on the bumper’s present shift, she/he may bump a nurse on another shift who holds the same number of hours as she/he presently holds.

(4) In the event that no less senior nurse’s position is found through (1),(2), and (3), the bumping nurse could then bump onto any shift so long as a position is currently held by a less senior nurse. The parties also reaffirmed their understanding and practice that Section 9.8(b) Sections (1), (2), (3), and (4), provide a sequence that the bumping nurse must follow.

NOTE: In utilizing the above procedure, bumps by nurses who currently hold weekend-only positions shall first be limited to other appropriate weekend-only positions, if available. Any nurse affected by the layoff or bumping procedure who does not currently hold a weekend-only position will not be required to bump into such a position. She/he may do so if no other appropriate position is available through exercising the criteria above.

(c) A nurse may bump into a position only if, in the reasonable judgment of the Hospital, she/he is qualified to adequately perform in that position within six weeks after her/his placement at the number of days per week that corresponds to the position, with reasonable orientation.

Any nurse placed in a position through this process may be required to work at least four days per week for orientation during the first six weeks in the position.

Any nurse who bumps into a new position and does not successfully complete the orientation in six weeks will be laid off at that time. Exceptions may be made on units utilizing telemetry and/or specialty skills, where it may be possible to permit mastery of the skill requirements of the position in a longer (or shorter) period of time, as determined by the Hospital in its reasonable judgment.

(d) An affected nurse shall be informed of all jobs that are open for her/his consideration, and that she/he may elect a layoff. The Hospital may set a time limit for such election that may be limited to 24 hours after the nurse is notified in person, by telephone or by certified mail delivered to the address that the Hospital has been informed is the nurse’s home.
It is hereby acknowledged that reasonable orientation requires the assistance of other nurses on the nursing unit affected by the bump. The Hospital shall in its reasonable judgment initially determine the adequacy of a nurse’s qualifications and whether it is reasonably likely that the nurse will meet the unit’s needs within six weeks. This process may be affected by the Hospital’s determination that certain units or shifts within units cannot accommodate incoming nurses or can accommodate only a limited number of them, with certain essential qualifications. Nurses assigned to act as a preceptor shall be compensated according to Section 2.16.

In the event that the Association disagrees with the Hospital’s judgment in denying a nurse approval to bump into the position of her/his choice, or disagrees with limitations of bumps being permitted into positions on certain nursing units and/or certain shifts, the Association may present its concerns at an emergency Nursing Liaison Committee meeting, to be held within 48 hours of the Hospital’s decision. It is hoped that the parties can resolve disputes concerning bumping through that process. In the event that does not occur, the Association may file a Step 2 grievance, which shall be processed in an expedited manner.

The Hospital will make the decision to approve or deny a bump application based on the facts that are known at the time the bump is made. Since changes can occur during that process, and it is necessary to process bump applications in a timely manner, the merits of any grievance that may be filed shall be judged in light of the facts that were known at the time the decision was made.

Nurses on layoff will have the same rights to bid on posted positions as other members of the bargaining unit for two years from the effective date of the layoff. Seniority shall continue to be accrued for that period. The Hospital will mail postings to all nurses on layoff.

Nurses on layoff shall retain all previously accrued benefits (e.g., previously accrued vacation, holiday, sick time and preapproved tuition reimbursement) as of the date of the actual layoff. When an actual layoff is expected to remain in effect for an extensive period of time, each nurse so affected may elect to exercise the option to receive pay for all or some of her/his previously accrued vacation and holiday time.

The Hospital will continue its pre-layoff contribution amount toward insurance coverage for four months for each nurse affected by the layoff, because her/his position was eliminated, she/he was bumped and/or she/he was completely separated from active employment or has experienced a reduced work hour position as a result of this process.

Any nurse completely laid off who has not acquired another position within two years from the effective date of the layoff shall be terminated from Hospital employment.
Section 9.9  Staff Openings – Promotions

(a) Vacancies in positions within the bargaining unit shall be posted for a period of seven calendar days on the bulletin boards located outside the cafeteria and in the Pavilion lounge. A copy shall be sent to each nursing unit for informational purposes only. Any nurse interested in a vacancy must make written application to the Nursing Office within such period. When ability, experience and educational background are relatively equal, seniority shall be the determining factor in filling the vacancy.

(b) Notwithstanding the above, when one or more shifts per week are vacant, or may become vacant through the Hospital’s conditional approval of a nurse’s request to permanently drop one or more shifts per week, the Hospital may post single shift openings on the unit with the vacancy or change, for bidding by nurses already holding hours on that unit. Bids on these internal postings are limited to the award of only one shift per week per nurse, which shall be awarded by seniority.

(c) If there are no successful bidders for the position after the posting period, the Hospital shall be free to fill the position in any manner it wishes; however, the Hospital shall continue to post the position as long as the vacancy exists for informational purposes.

(d) When an award of a position is made pursuant to the bidding procedure, the Hospital shall post that fact for a period of five days and shall notify the Association’s Membership Coordinator.

(e) Nurses who have been employed by the Hospital for less than six months are not eligible to bid on vacancies in positions within the bargaining unit. A nurse who has successfully bid on a position within the bargaining unit may not bid on another position for a period of six months.

(f) Nurses who leave their permanent position to take a temporary position elsewhere shall have the right to their own permanent positions back after the temporary position has ended. This right shall not be extended to any nurse who may fill on a temporary basis the permanent position thus vacated.

(g) Bids to transfer to another bargaining unit position pursuant to Section 9.9(a) may be deferred if, in the judgment of the Nurse Manager of the unit, the nurse wishes to leave, such approval will leave the unit inadequately staffed or a replacement is not readily available. When multiple requests to transfer occur from one nursing unit, and the shift by shift and total pattern of scheduling on the unit will permit the Nurse Manager to grant one or more such requests, but not all requests, preference for the order of the transfers shall be given to the most qualified applicant(s) (judged in terms of their ability to meet the needs of the nursing unit having the vacancy). If qualifications are equal, bargaining unit seniority shall be the determining factor. Requests to transfer shall be evaluated in light of the total number of requests for transfer received by the Nurse Manager, regardless of job classification. In no case shall this deferral period exceed three months’ duration. The Director for the nursing unit involved shall coordinate all bids that have been deferred in order to insure that the transfer occurs within the three-month period.

(h) A nurse who has transferred by bidding to a different unit may return within six weeks to her/his previous position provided that it has been determined, by mutual agreement, that the transfer is not successful. This opportunity is limited to the condition that her/his former position has not been filled (i.e., already awarded to a replacement or newly hired nurse). Though such nurse is returning to her/his previous position, she/he must wait six months from the date she/he was awarded that new position before exercising further bidding rights. This bid limitation will not apply if the nurse’s former position is not available.
(i) All nurses hired into temporary positions from outside the Hospital are required to pay a weekly agency fee in accordance with Section 1.3 to the Association, beginning upon the completion of her/his probationary period. Bargaining unit seniority for such a nurse shall not accrue unless and until such temporary nurse is subsequently hired into a permanent position. Such nurse’s bargaining unit seniority date will become the date she/he begins working in a permanent position.

(j) See Article IV and Section 7.1(c) for an explanation of the effect of hours increases/decreases on health and welfare benefits.

(k) A staff nurse will have 48 hours after being actually notified of her/his selection as the successful bidder to decide to accept or decline a position. A nurse who has accepted a position is obliged to fill that position and may not revoke the bid.

(l) Applications for temporary transfers during the period from the beginning of Memorial Day week through the end of Labor Day week will not be granted.

(m) This Section 9.9(m) applies only to nurses who are accepted into a Specialty Internship. A Specialty Internship is defined as a position for which a nurse was not fully qualified at the time that she/he was selected for such position and for whom the Hospital has provided specialty training or education in order to enable such nurse to be so qualified. A nurse in this case shall not be eligible to apply for any vacancies (except for vacancies in the same unit) during her/his first 18 months in such position (not including the specialty training or education period); in addition:

Any such nurse who voluntarily leaves the Hospital’s employ within such 18-month period shall reimburse the Hospital 50% of the sum expended by the Hospital in providing such specialty training or education (and the Hospital may deduct such reimbursable sum from any amounts that it owes to such nurse), provided that the nurse has been notified (in a writing for signature by the nurse) at the outset of the position an estimate of such sum; and

A nurse who was employed by the Hospital at the time that she/he was selected for such a position and who is removed by the Hospital for unsatisfactory performance during or at the conclusion of the specialty training or education period shall be placed in another position for which she/he is qualified, if one is then available, and if no such position is then available, she/he shall be laid off (which layoff shall not be subject to Section 9.8) and she/he shall have for 180 calendar days the right to apply for vacancies for which she/he is qualified as if she/he were still employed; and

A nurse who was employed by the Hospital at the time that she/he was selected for such a position and who wishes to leave such position during or at the conclusion of the specialty training or education period or within such 18-month period shall be placed in another position for which she/he is qualified, if one is then available, and if no such position is then available, she/he shall be laid off (which layoff shall not be subject to Section 9.8) and he/she shall have for 180 calendar days the right to apply for vacancies for which she/he is qualified as if she/he were still employed and she/he shall reimburse the Hospital 25% of the sum expended by the Hospital in providing such specialty training or education (and the Hospital may deduct such reimbursable sum from any amounts that it owes to such nurse), provided that the nurse has been notified (in a writing for signature by the nurse) at the outset of the position an estimate of such sum. If the Hospital reassigns such a nurse for one or more whole days during the specialty training or education period, such nurse shall be afforded an opportunity to make up such missed days.

Section 9.10 Personnel Files
All reports dealing with disciplinary action or performance evaluation to be placed in a nurse’s personnel folder shall be offered to the nurse for examination and any written comments she/he may wish to add.

Any nurse may inspect her/his personnel file upon request and after a reasonable period of notice to the Human Resources Department during normal Human Resources Department hours. The nurse may be accompanied by a duly authorized business representative of the Association. Inspection of the nurse’s file shall be made in the presence of a member of the Human Resources Department. Records concerning possible criminal offense and any letters of reference shall be excluded. The nurse may make any notes she/he wishes, but no data may be removed or borrowed from the file. The Human Resources Department will furnish a nurse with a photocopy of her/his personnel record or portions thereof, upon request and with reasonable notice, free of charge.

At the request of a duly authorized business representative of the Association, the Hospital will deliver to the Association business representative copies of the materials in a nurse’s personnel file, provided that the parties are at least at a Step 2 grievance and the material is relevant to the Step 2 grievance. The Association agrees that such material shall not be given out to the public; confidential material shall be treated with discretion. The Association shall indemnify and hold harmless the Hospital against any and all claims, demands, suits or other forms of liability which may arise by reason of providing such copies to the Association in complying with the above provisions.

**ARTICLE X**

**Section 10.1  Bereavement Leave**

When a nurse is absent because she/he is attending the funeral of a member of her/his immediate family and such absence and its continuation is supported, when requested, by acceptable proof of death, her/his relationship to the deceased, date of funeral, nurse’s actual attendance at such funeral, she/he shall receive up to a maximum of five days in seven from the date of death or the following day for spouse, children (including foster children) and parents and up to a maximum of three days in seven for the death of another member of the immediate family provided:

(a) A member of her/his immediate family shall mean only father, mother, foster parents, brother, sister, child, grandchild, foster children, mother-in-law, father-in-law, grandparents, step-parents, or any person living in the household. In addition to the above, one day shall be granted for the day of the funeral for son-in-law, daughter-in-law, brother-in-law and sister-in-law.

(b) Notice is given to the Hospital of the purpose of such absence no later than the first full working day of such absence.

(c) Payment shall be made for a day of absence only if such day is a day on which she/he was previously scheduled to work.

(d) Such nurse, to qualify, must have completed a probationary period.

(e) Subject to applicable requirements set forth in this Section 10.1 for full-time nurses, a part-time nurse will receive the pay which should have been received had she/he worked on a day when she/he was scheduled to work but attended the funeral of a decedent in her/his immediate family as defined in Section 10.1(a) above.
(f) Subject to approval of the Department head and appealable to the director of Human Resources, nurses shall be granted a maximum of one day per year (the nurse may use a sick day, vacation day, holiday, or day without pay) for the day of the funeral of a “significant other” not mentioned in Section 10.1(a) above. Such permission shall not be unreasonably withheld.

**Section 10.2 Bulletin Boards**

The Hospital shall provide two bulletin boards, one exclusively for the Association for the purpose of posting official meetings, elections, appointments and providing general information to the bargaining unit. Approval for posting of notices shall not be necessary unless a member of Administration is to be quoted directly.

**Section 10.3 Notice of Resignation**

Nurses who resign are expected to give at least three weeks’ notice of resignation.

A nurse who fails to give notice in accordance with the above shall not be entitled to accrued vacation payments except where (1) conditions beyond the control of the nurse prevent compliance with these requirements or (2) the nurse is resigning under mutual agreement with the Hospital which calls for withdrawal from work without the usual number of days of notification. The burden of proof of these exceptions is on the nurse.

A nurse who gives proper notice or who is not permitted to do so, shall be entitled to accrued vacation pay even though she/he is discharged for just cause.

**Section 10.4 Orientation and In-Service Education**

The Hospital will establish an adequate orientation program for newly employed nurses. The Hospital will provide an adequate in-service education program. Evening and night shift nurses attending required in-service instruction during day shift hours will be paid at their regular shift rate including shift differential.

**Section 10.5 403b Retirement Plan and Insurance**

(a) The Hospital will continue the existing group life insurance plan during the term of this Agreement, will insure each nurse under the Massachusetts Worker’s Compensation law and will provide professional liability insurance in the amount of $1,000,000.00 each occurrence.

(b) The Hospital shall make available a defined contribution retirement plan under Section 403(b) of the Internal Revenue Code, in which employees may voluntarily participate and to which the Hospital shall make a core contribution of 2% of eligible compensation and a matching contribution of 50% of the employee deferrals, up to a combined maximum of 4% of compensation as set forth in the plan document. This paragraph shall be subject to enforcement through the grievance and arbitration process.

(c) Employees shall be eligible to participate in accordance with the eligibility requirements set forth in the plan document. Disputes concerning eligibility for benefits under and the administration of the plan shall be resolved solely by the plan administrator under the plan’s dispute resolution provisions, and shall not be subject to grievance and arbitration under this agreement. The retirement plan shall be
interpreted in accordance with plan document. However, nothing in the preceding paragraph will limit the right of any individual bargaining unit RN under applicable law.

**Section 10.6  Tuition Reimbursement**

A full-time nurse shall be reimbursed for the cost of education, tuition and/or mandatory fees to a maximum cost to the Hospital of $1,500.00 each year for the satisfactory completion of courses of study leading toward a Bachelor’s or Master’s degree in Nursing, or for satisfactorily passing any challenge examinations. A nurse must be employed for at least six months before being eligible to take any course for which she/he is entitled to be reimbursed.

Of this $1,500.00, an eligible full-time nurse shall be reimbursed for up to $500.00 (prorated for eligible part-time nurses) each year for courses or continuing education credits to maintain an approved specialty certification that is directly related to the nurse’s current position. Approved certifications will include those awarded by AACN, ANCC or ONCC. All others would require the prior approval of the Chief Nursing Officer. The aggregate maximum available to a full-time nurse under this paragraph and under Section 9.6 shall be $500.00 (prorated for part-time nurses).

A full-time nurse matriculated in a Bachelor’s or Master’s degree in an allied health field shall be reimbursed to a maximum cost to the Hospital of $750.00 each year.

A nurse shall be entitled to reimbursement for courses related to her/his profession, provided that such courses are approved by the Chief Nursing Officer or by the applicable Vice President to a maximum cost of $350.00 per year.

A full-time nurse may apply for and receive 25% of her/his tuition and required fees prior to the start of the course. Part-time nurses shall receive pro-rata benefits based on their average hours paid per week during the previous calendar quarter.

For the purpose of this clause, the annual benefit period is September 1 through August 31.

**Section 10.7  Weekends, Rotation, Float, On-Call, Charge**

(a) Weekends – The Hospital will make every reasonable effort to schedule nurses off every other weekend.
(b) Rotation –

(1) The Hospital will schedule nurses so that, in a four-week period, a rotating nurse shall not be scheduled for more than forty percent (40%) of her/his time on the evening or night shifts. The Hospital shall not require the following nurses to rotate: (i) nurses who were hired prior to October 1, 1985, and who have more than 15 years of service, and (ii) nurses who were hired on or after October 1, 1985, and who have more than 19 years of service. Subject to the above, and the requirement to pay the premium of Section 10.7(b)(4), the amount that an individual nurse rotates shall be determined at the Hospital’s discretion.

(2) The Hospital shall make a reasonable effort not to schedule a nurse to work more than two shifts within a one-week period. This provision will not prevent agreement between the Hospital and any nurse for regular assignment of the nurse to night duty, evening shift, weekend duty or different rotating pattern.

(3) The Hospital will make every reasonable effort not to schedule a day/rotator nurse to the night shift (11:00 p.m. – 7:30 a.m.) on the day preceding the nurse’s vacation or weekend off.

(4) The Hospital will pay a premium of forty percent (40%) of the regular base wage of nurses who are required to rotate in excess of the number of times in a year stated in the chart below. (Note: For the purpose of administering this provision, the year begins on October 1 and ends on the following September 30. The category into which a nurse falls on October 1 of the rotation year shall be used for the entire year.)

<table>
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<tr>
<th>Bargaining Unit Seniority (As of 10/1)</th>
<th>Number of Rotations After Which 40% Premium is Payable</th>
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<tr>
<td>Less than one year</td>
<td>No premium payable</td>
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<tr>
<td>One full year through five years</td>
<td>After 35 rotations</td>
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<tr>
<td>Sixth full year through 10 years</td>
<td>After 25 rotations</td>
</tr>
<tr>
<td>11 full years through 15 full years</td>
<td>After 15 rotations</td>
</tr>
<tr>
<td>16 full years through 19 full years</td>
<td>After 10 rotations</td>
</tr>
<tr>
<td>for nurses hired on or after October 1, 1985</td>
<td></td>
</tr>
</tbody>
</table>

(5) A nurse who is a day rotator may be required to rotate to evening and night shifts. A nurse hired on or after October 1, 1997 (but before October 1, 1999), who is an evening rotator may be required to rotate to the night shift. A nurse hired on or after October 1, 1999, who is an evening rotator may be required to rotate to the day shift or the night shift, but not to both within a four-week schedule.
(c) The Hospital will not schedule a nurse to be on call on her/his scheduled day off.

(d) No nurse will be required to take charge during her/his three-week orientation period and no nurse will be required to take charge if floated off her/his unit during the contractual probationary period. However, the nurse may be required to take charge of her/his own unit during probation.

(e) The following protocol applies to the floating of nurses:

1. All nurses may be required to float to a unit other than the one to which they are permanently assigned.

2. Nurses will be expected to float to a non-specialty unit if asked to do so by the Nurse Manager. Nurses will be expected to float to a specialty unit (ER, ICU, CCU, OR, RR, OB, Pediatrics) if asked to do so by the Nurse Manager, provided that the nurse is capable of functioning safety in the specialty environment. The acuity of the patients on each unit will determine the nurse assignment. A resource person will be available to the floated nurse.

3. Each unit will maintain a float list with up-to-date float assignments. Nurses will float, when possible, by rotation.

4. A floated nurse will not be required to take charge except by mutual agreement of the nurse and the Hospital.

5. A nurse who is rotated off her/his regular shift shall not, in addition, be required to float out of her/his regular area.

6. A nurse must have completed her/his Hospital orientation prior to being floated.

**Section 10.8 Mileage Allowance**

The Hospital shall pay an allowance for mileage to nurses who are required to use their cars on Hospital business. The rate shall be that which the IRS recognizes for the employee business expense deduction.

**Section 10.9 Weekly Payroll Deductions**

The Hospital will continue a plan of payroll savings subject to the approval of the Hospital Trustees.

**Section 10.10 Hiring Information**

A nurse, upon being hired by the Hospital, shall receive a copy of the RN salary scale and a nurse’s job description from the Hospital. The nurse will be required to sign a copy of her/his job description to be retained in the Nursing Office.
Section 10.11 Benefit Accrual Information

The Hospital shall make vacation, sick and holiday accruals easily accessible to nurses on all shifts.

Section 10.12 Evaluations

All nurses, including per diems, shall be evaluated in writing, on an annual basis by their Nurse Manager and supervisors.

Section 10.13 Health and Safety

The Hospital shall maintain a safe and healthy work environment for all nurses in the bargaining unit. The parties will review and discuss Hospital policies that relate to health and safety.

Section 10.14 Working Conditions

The Hospital shall make no changes in the working conditions of bargaining unit nurses without first negotiating with the Association.

Section 10.15 Subpoenaed Court Time

Nurses who are subpoenaed to appear as a non-party witness at a state or federal court hearing or trial regarding a work-related matter may do so on paid time (less applicable witness fee) provided that they have given notice of the subpoena to their Nurse Manager as soon as practicable after service of process. Day and evening shift nurses shall be excused from duty on the day of the court appearance and night shift nurses shall be excused from duty on the night prior to the court appearance without loss of pay or benefits. In the event that the court appearance is canceled, the nurse shall so notify her/his Nurse Manager or the Nursing Supervisor on duty as soon as possible and stand ready for duty. All compensation pursuant to this section shall be at straight time; such hours paid for shall have no effect on daily or weekly overtime nor count as a day worked for purpose of the eighth consecutive day rule.

Section 10.16 Daylight Savings Time

If a nurse’s normal full shift of eight or more hours is reduced by one hour because of the annual daylight savings time clock change, she/he shall nonetheless be paid for her/his normal full shift.

ARTICLE XI

Section 11.1 Liaison Committee

A Liaison Committee consisting of not more than five staff nurses, to be chosen by the Association, and not more than five members of the Nursing Administration, shall meet at least monthly at a mutually convenient time for the purpose of discussing matters of concern to the bargaining unit or nursing administration, including orientation, staffing and health/safety. (The number of members of the Committee may, by mutual agreement, be enlarged temporarily or permanently.) This committee shall serve solely in an advisory capacity. Minutes will be kept of the meetings and be given to both parties.
Section 11.2 Delegation of Nursing and Non-Nursing Activities

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

Section 11.3 Grievance Procedure

The parties recognize that day-to-day problems affecting nurses shall normally be adjusted informally between a nurse and her/his immediate supervisor. Any grievance concerning the meaning and application of the provisions of this Agreement which cannot be settled informally shall be adjusted in accordance with the following procedure:

Step 1 – The aggrieved nurse or nurses may present their grievance orally, through or with a staff representative of the Association if such nurse or nurses so elect, to the Chief Nursing officer or her/his designated representative, in a further effort to reach informal settlement. The Chief Nursing Officer or her/his designee shall respond orally or in writing within five days of hearing the grievance.

Step 2 – If the grievance is not satisfactorily resolved at the Step 1 level, it may, within 10 days, be presented to the Director of Human Resources, provided that it is reduced to writing and signed by the aggrieved nurse or nurses and/or the authorized representative of the Association. The Director of Human Resources or her/his designee shall give a written reply within 10 days after the grievance has been heard.

Step 3 – If a grievance is not satisfactorily resolved at the Step 2 level, the Association may, within 30 days from the date of the Director of Human Resource’s answer, refer the matter to arbitration by notifying the Hospital. Arbitrations shall be scheduled through the Labor Relations Connection until such time as either party informs the other that it wishes to resume using the services of the American Arbitration Association.

Subject to the Hospital and nursing unit operating needs, one bargaining unit Chairperson or named designee per grievance shall be compensated, at straight time wages, for time spent meeting with the Hospital to process grievances. Such compensated time shall be limited to the duration of the meeting and no more than a half hour immediately prior to the scheduled start thereof. Time paid pursuant to this Section 11.3 shall not be counted as time worked for purposes of either daily or weekly overtime nor count as a day worked for purposes of the eighth consecutive day rule.

In addition, when the Hospital initiates contact with an Association representative to request a meeting, such representative shall be compensated for the meeting time, at straight time wages, provided that this paid time shall be limited to the duration of the meeting and no more than a half hour immediately prior to the scheduled start thereof. Time paid pursuant to this Section 11.3 shall not be counted as time worked for purposes of any overtime, double time or premium pay provision.

Section 11.4 Employer Grievance
The Hospital may lodge a written grievance against the Association or its member(s) through the Unit Chairperson. If the issue is not resolved by the Association’s written answer to the Hospital’s satisfaction, or, if the Association fails to respond to such grievance within 10 days of its receipt, the matter may proceed to arbitration, at the option of the Hospital.

Section 11.5 Time Limits

To be considered timely and arbitrable, the Association or its member(s) must initiate a grievance within the prescribed time limits following the event forming the basis for such grievance as follows:

(a) Discipline and/or Discharge – 10 days

(b) All other subjects – 20 days

Failure to exercise options or grievances by either party within the time limits listed in the Article shall be considered as settlement of the issue at hand in accordance with the immediate prior answer received by the other party.

All time limits stated in the preceding sections of this Article do not include Saturdays, Sundays or named holidays listed in Article V.

Section 11.6 Conditions of Arbitration Process

The decision of the Arbitrator on any grievance or dispute shall be final and binding upon both parties. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Hospital and the Association.

Section 11.7 MNA Voluntary Activities

Members of the bargaining unit who have been elected to serve on either the MNA Board of Directors or the Association Labor Relations Cabinet may attend the regularly scheduled monthly meetings of those bodies without loss of pay or benefits. No more than 12 days per year, in the aggregate, may be used for this purpose by the bargaining unit as a whole. Nurses requesting paid time pursuant to this section are responsible for providing the Nurse Manager with a copy of the meeting schedule as soon as practicable after it is established. Such time off shall be granted subject to the operating needs of the nursing unit and the Hospital. Time paid pursuant to this section shall not be counted as time worked for purposes of either daily or weekly overtime nor count as a day worked for purposes of the eighth consecutive day rule.

Section 11.8 Joint Staffing Committee

A Joint Staffing Committee shall be established. The Committee will consist of three bargaining unit nurses appointed by the Association and three members appointed by the Hospital (one of whom will be the Chief Nursing Officer). The Committee shall meet twice monthly for the first two months and thereafter monthly, but may convene more frequently as needed. One nurse who is appointed by the Association and one member who is appointed by the Hospital shall be designated to place staffing topics on the Joint Committee’s agenda one week in advance of each meeting. Status reports will be given at each meeting.

The purpose of the Committee shall be to assist in the formulation of core RN staffing. Issues to be covered include, but are not limited to (i) a review of core RN staffing on a unit-by-unit and shift-by-shift basis, (ii) the development of a plan to be used to determine needed core RN staff and adjustments to core
staffing levels, taking into consideration such factors as patient needs, admissions/discharges/internal transfers, leaves and other absences from the core staff, overtime patterns, non-nursing staff functions, and available resources; and (iii) a review of core staffing variances and shortfall reports. Specific recommendations will be presented to the Chief Operating Officer, who will meet with the Committee as expeditiously as practicable to discuss any recommendations that are not adopted.

Association-appointed nurses will be released from work to attend meetings that are held during their work time, unless prevented by the staffing needs in the unit, in which case the meeting may, at the option of either party, be rescheduled; and such nurses who attend a meeting not scheduled during their work time will be paid at straight time.

The recommendations of this Committee, and any disputes within the Committee, shall not be grievable and/or arbitrable.

**ARTICLE XII**

**Section 12.1 Management**

The management of the Hospital and the direction of the nurses, including the right to select and hire, the right to make temporary transfers, the right to suspend, discipline and discharge employees for just cause, the right to lay off for lack of work or other legitimate reasons and the right to promulgate reasonable rules and regulations are vested exclusively in the Hospital, provided that such rights shall not be exercised so as to violate any provisions of this Agreement.

**Section 12.2 Successor Clause**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, affiliation, consolidation or otherwise. The Hospital shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.

**ARTICLE XIII**

**Section 13.1 No Strikes or Interference with Hospital Operations**

During the term of this Agreement, there will be no stoppage of work, slowdowns, or any similar type of interference with the operations of the Hospital.
**ARTICLE XIV**

**Section 14.1. Duration and Renewal**

This agreement shall be effective October 01, 2010 and remain in full force and effect until September 30, 2013, and will continue from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least 90 days prior to September 30, 2013, or at least 90 days prior to the expiration of any annual renewal period.

CAPE COD HOSPITAL

_______________________________
Julie Pinkham, RN
Executive Director

_______________________________
Roland N. Goff
Director of Strategic Campaigns

_______________________________
Shannon Sherman
Chairperson

MASSACHUSETTS NURSES ASSOCIATION
ADDENDUM A

Filing a Worker’s Compensation Claim

1. Complete an Accident/Incident Report immediately describing the circumstances of the injury and submit it to the Nurse Manager, Supervisor or Department Head.

2. Upon receipt of the Accident/Incident Report, Occupational Health Services will file it, if appropriate, with the Department of Industrial Accidents.

3. The nurse should notify all health care providers seen that the injury is a worker’s compensation injury and that bills should be sent to: Cape Cod Healthcare, Attention: Occupational Health Services.

4. If the nurse is going to be out of work, because of this injury, he/she must notify Occupational Health Services, and provide supporting documentation, which must include a disability certificate that verifies the nurse’s inability to work for each and every day that is lost. Occupational Health Services will file a First Report of Injury with Managed Benefit Services (the Hospital’s Worker’s Compensation program administrator) and with the Department of Industrial Accidents if the nurse is disabled for more than five (5) days.

5. Upon return to work from a worker’s compensation injury, the nurse must:
   a. have clearance to return from the nurse’s medical practitioner (physician or chiropractor)
   b. be seen in Occupational Health Services, with the above clearance in hand.

NOTE: Nurses have the option to file a Worker’s Compensation claim directly with the Department of Industrial Accidents. However, promptly reporting all injuries and following the procedures above will enable the Hospital to make timely payment of any Worker’s Compensation payments that may be due.
## Attachment A

### Salary Scale for Staff Nurses - Grade NS1

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## Attachment B

### Salary Scale for Care Manager and Clinical Leaders - Grade NSI4

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MEMORANDUM OF AGREEMENT AMONG FALMOUTH HOSPITAL
CAPE COD HOSPITAL AND MASSACHUSETTS NURSES ASSOCIATION
CONCERNING INTER-HOSPITAL MOBILITY

This Agreement is made by and among Massachusetts Nurses Association (“MNA” or the “Association”), Cape Cod Hospital (“CCH”) and Falmouth Hospital (“FH”) and shall be coterminous with (i.e., shall expire with) the 2010-2013 collective bargaining agreements between Cape Cod Hospital and the Association and between Falmouth Hospital and the Association, provided that both Hospitals remain affiliates of Cape Cod Healthcare, Inc.

1. General. This Memorandum of Agreement is applicable only to situations (i) where a FH bargaining unit nurse with at least three full years of FH seniority seeks to leave her/his position at FH in its entirety and to become employed at CCH, or (ii) where a CCH bargaining unit nurse with at least three full years of CCH seniority seeks to leave her/his position at CCH in its entirety and to become employed at FH. In the event of any inconsistency between the provisions of the Memorandum of Agreement and the provisions of any collective bargaining agreement between FH and MNA, the provisions of this Memorandum of Agreement shall prevail.

2. Definitions.

(a) “Position”: A full-time or part-time “permanent” MNA bargaining unit position with a regularly scheduled weekly commitment (as contrasted with, e.g., a per diem or temporary position).

(b) “Nurse”: A registered nurse in a “permanent” MNA bargaining unit position (as contrasted with, e.g., a per diem or temporary nurse).

3. Filling of vacancies.

(a) Bidding:

(i) In the event that FH wishes to fill a “permanent” vacancy in a bargaining unit position, applicants who are CCH nurses will be considered for the vacancy (along with other applicants) subject to Section 8.2 of the collective bargaining agreement between FH and the MNA. As among such applicants whose qualification are “relatively equal” (within the meaning of said Section 8.2), a FH nurse shall be preferred over applicants who are not FH nurses, and a CCH nurse shall be preferred over applicants who are not nurses at either Hospital.

(ii) In the event that CCH wishes to fill a “permanent” vacancy in a bargaining unit position, applicants who are FH nurses will be considered for the vacancy (along with other applicants) subject to Section 9.9(a) of the collective bargaining agreement between CCH and the MNA. As among such applicants whose qualifications (i.e., ability, experience and education background”) are “relatively equal” (within the meaning of said Section 9.9(a)), a CCH nurse shall be preferred over applicants who are not CCH nurses, and a FH nurse shall be preferred over applicants who are not nurses at either Hospital.

(iii) A nurse’s bid for a position in the other Hospital pursuant to Section 3(a) (i) above may, if successful, be deferred if, in the judgment of the Hospital that the nurse wishes to leave,
such transfer will result in inadequate staffing in the unit that the nurse is leaving or if a replacement is not readily available. In no case shall this deferral period exceed two months (not including time not worked for reasons of illness, injury, disability) in duration.

(iv) A nurse will have 48 hours after being actually notified (with written confirmation) of her/his selection as the successful bidder to decide to accept or decline a position. A nurse who has accepted a position is obliged to fill that position and may not revoke the bid.

(v) This Section 3(a) shall not be applicable to any nurse who has received serious disciplinary action (i.e., a final warning or a suspension, as reflected in the personnel record) within the one-year period (or two-year period in cases involving patient care matters) preceding her/his application.

(b) **Salary and Benefits:**

(i) When a CCH nurse is awarded a position at FH, she/he will be paid as determined pursuant to Section 2.1(d) of the collective bargaining agreement between FH and MNA, and she/he will receive benefits (e.g., insurance co-pay, vacation) that reflect her/his seniority as recomputed under Section 8.1 of the collective bargaining agreement between FH and MNA. In addition, such nurse shall be credited with one week of her/his CCH unused vacation accrual (based on her/his CCH position) and with her/his CCH accrued unused sick leave accrual.

(ii) When a FH nurse is awarded a position at CCH, she/he will be paid as determined pursuant to Section 2.4 of the collective bargaining agreement between CCH and MNA, and she/he will receive benefits (e.g., insurance co-pay vacation) that reflect her/his seniority as recomputed under Section 9.1 of the collective bargaining agreement between CCH and MNA. In addition, such nurse shall be credited with one week of her/his FH unused vacation accrual (based on her/his FH position) and with her/his FH accrued unused sick leave accrual (to the extent that she/he does not elect to “cash out” her/his “unused accumulated sick leave” pursuant to Section 5.6 of the collective bargaining agreement between FH and MNA).

(c) **“Competing” Seniority:**

(i) A CCH nurse who is awarded a position at FH shall be credited by FH with her/his CCH length of service (as recomputed under Section 8.1 of the collective bargaining agreement between FH and the MNA) for all purposes where seniority is a “competing” factor (e.g., vacation scheduling, internal job bidding, bumping, reduction in force, etc.) as follows:

Such nurse shall be credited with one-half of her/his CCH length of service upon the completion of such year, and shall be credited with the remaining half of her/his CCH length of service upon the completion of two years of continuous employment at FH. The crediting of the first and second halves of the nurse’s CCH length of service shall be credited to her/him effective on the date that she/he notifies the FH Human Resources Director in writing that she/he is entitled to such credit, but in no event shall such crediting be effective before the nurse’s applicable first or second anniversary.
(ii) A FH nurse who is awarded a position at CCH shall be credited by CCH with her/his FH length of service (as recomputed under Section 9.1 of the collective bargaining agreement between CCH and the MNA) for all purposes where seniority is a “competing” factor (e.g., vacation scheduling, internal job bidding, bumping, reduction in force, etc.) as follows:

Such nurse shall be credited with none of her/his FH length of service during her/his first year of continuous employment at CCH, shall be credited with one-half of her/his FH length of service upon the completion of such year, and shall be credited with the remaining half of her/his FH length of service upon the completion of two years of continuous employment at CCH. The crediting of the first and second halves of the nurse’s FH length of service shall be credited to her/him effective on the date that she/he notifies the CCH Human resources Director in writing that she/he is entitled to such credit, but in no event shall such crediting be effective before the nurse’s applicable first or second anniversary.

(d) Employment record: If a nurse moves from FH to CCH or from CCH to FH pursuant to this Memorandum of Agreement, her/his employment history at the hospital to which she/he moves shall include her/his employment history (including disciplinary actions) at the hospital from which she/he has moved.

(e) Contract applicability: A nurse who moves from FH to CCH shall be subject to the collective bargaining agreement between CCH and MNA, and shall not be subject to the collective bargaining agreement between FH and MNA. A nurse who moves from CCH to FH shall be subject to the collective bargaining agreement between FH and MNA, and shall not be subject to the collective bargaining agreement between CCH and MNA. In either event, a nurse’s seniority shall accrue under the collective bargaining agreement of the Hospital to which she/he moves from the commencement of her/his employment at such Hospital.


(a) In the event of a dispute alleging a violation of any provision of this Memorandum of Agreement, such controversy may be submitted for resolution only as set forth in this Section 4, and no other grievance/arbitration procedure in any collective bargaining agreement. The aggrieved nurse, with or without the Association representative, shall present the grievance to the designated Cape Cod Healthcare representative within two calendar weeks of the event(s) forming the basis of the grievance. The grievance will be submitted in writing, explaining as specifically as possible the nature of the complaint and the provision(s) of this Memorandum of Agreement alleged to have been violated. Such Cape Cod Healthcare representative shall meet with the aggrieved nurse and shall respond in writing within two calendar weeks of such meeting. If the Cape Cod Healthcare representative fails to answer a grievance within the foregoing limitations, the grievance shall be deemed denied and it may proceed to arbitration under Section 4(b) at the option of the Association.

(b) In the event that the dispute shall not have been satisfactorily settled at the Grievance Step, then within 30 calendar days, the Association may refer the grievance to the American Arbitration Association, and the American Arbitration Association Voluntary Labor Arbitration Rules will apply. The decision of the Arbitrator on any grievance submitted under this Section 4 will be final and binding on all parties. The cost of the arbitration shall be borne equally by the parties. The Arbitrator shall have no authority to add to, subtract from, or modify, in any way, the provisions of this Memorandum of Agreement.
FAIRMOUTH HOSPITAL

Susan M. Wing
Chief Operating Officer

CAPE COD HOSPITAL

Margaret Hanson
Chief Administrative Officer

MASSACHUSETTS NURSES ASSOCIATION

Stephanie C. Francis, RN., BA
Associate Director
Division of Labor Action
April 3, 2006

Stephanie C. Francis, R.N., Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: Cape Cod Hospital – Attendance Standards

Dear Stephanie:

I am writing to confirm the understanding between Cape Cod Hospital and the Association as set forth in the Cape Cod Hospital/Massachusetts Nurses Association Memorandum of Agreement resolving all issues related to the successor collective bargaining agreement. In particular the parties agreed as follows regarding Attendance Standards:

Cape Cod Hospital and the MNA agree to establish attendance standards and a policy to govern the bargaining unit. These discussions will commence in October of 2007 and will be completed by February of 2008. If these discussions do not produce an agreement by the end of February 2008, the parties will mediate for thirty (30) days and then the issue of attendance standards may be placed on the bargaining table for a successor agreement.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me.

Sincerely,

Michael E. Foley, Esq.

MEF:sl

Stephanie C. Francis, R.N.
APPENDIX B

April 3, 2006

Stephanie C. Francis, R.N., Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: Cape Cod Hospital – Balanced Admitting

Dear Stephanie:

I am writing to confirm the understanding between Cape Cod Hospital and the Association regarding Balanced Admitting as set forth in the Cape Cod Hospital/Massachusetts Nurses Association Memorandum of Agreement resolving all issues related to the negotiation of the successor collective bargaining agreement. In particular the parties agree as follows:

Core staffing patterns for all nursing units as defined on March 1, 2006, will be distributed to all staff and are available to all management. Daily staffing adjustments will be made according to these patterns. The Hospital will meet and confer with the MNA to discuss a change to the core staffing prior to implementation. After meeting and consulting with the MNA, the Hospital may implement any reasonable change to the core staffing patterns.

Methodology

The Nurse Manager/Nursing Supervisor is responsible to maintain knowledge of the following information on a four-hour basis for each unit:

- Actual census point
- Pending and actual discharges
- Number of patients holding in ED, PACU, Cath Lab and direct admits
- Present staffing, staff available to increase census midway through the shift and staffing for the next 24 hours
- Acuity and activity on each unit

The information will be maintained in the Nursing Office in the staffing book by the Nurse Manager/Supervisor in conjunction with the Staffing Office and will be made available to all staff.
It is the responsibility of the Nurse Manager/Supervisor to keep the Staffing Office informed of changes in acuity/activity that would impact staffing on the next shift. The Clinical Coordinator/Charge Nurse must inform the Nurse Manager/Supervisor if there is any reason why a planned admission cannot occur.

The Joint Staffing Committee defined in Section 11.8 will be reinstated. For South II there will be a 3-month trial to reevaluate the core staffing pattern as defined 03/01/06. The purpose of the review is to determine what the core staffing pattern will be for that floor.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me.

Sincerely,

Michael E. Foley, Esq.

Stephanie C. Francis, R.N.
May 8, 2012

Roland Goff, Esquire
Director of Strategic Campaigns
Mass Nurses Association
340 Turnpike Street
Canton, MA 02021

RE: Cape Cod Hospital Balanced Admitting Side Letter

Dear Roland,

I am writing to confirm the understanding between Cape Cod Hospital and the MNA regarding the effect of the April 3, 2006 side letter executed by Michael Foley for Cape Cod Hospital and Stephanie Francis for the MNA.

The parties agree to respect the contents of the April 3, 2006 side letter for the duration of the 2011-2013 collective bargaining agreement, with the following two changes.

- The parties agree that the “core staffing patterns” referenced in the second paragraph of the April 3, 2006 side letter were re-defined on May 27, 2011.
- The South II unit has been closed.

Kindly indicate your agreement by signing a copy of this letter and returning it to me.

Thank you.

Sincerely,

David P. Ryan
Vice President of Human Resources

Roland Goff,
Director of Strategic Campaigns
Mass Nurses Association

27 Park Street
Hyannis, MA 02601
508.862.9589
fax 508.790.7964
e-mail davidryan@capecodhealth.org
APPENDIX C

April 3, 2006

Stephanie C. Francis, R.N., Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: Cape Cod Hospital – Weekend Package Program Transformation Program

Dear Stephanie:

I am writing to confirm the understanding between Cape Cod Hospital and the Association regarding Section 2.13 of the Cape Cod Hospital/Massachusetts Nurses Association Memorandum of Agreement. In particular the parties agree the Weekend-Only Positions provision will sunset on 03/31/07 and the following language codifies the Transformation Program:

Weekend Package Program Transformation Plan:

• This transformation plan for the weekend package program will commence 04/01/06;
• This plan eliminates the need for a bump and therefore avoids displacement of any nurse in the bargaining unit;
• Nurses currently working the weekend package will be allowed to maintain their weekend hours;
• Vacancies created in the weekend package will not be filled;
• Effective 4/1/06 the nurses who were working in the weekend package program and have maintained their weekend hours shall be compensated for extra time opportunities as follows:
  o Such nurse shall be paid at her step rate when she works an extra shift during the week;
  o If the weekend program nurse picks up an extra shift midweek and works more than 8 hours, she will receive time and a half times her regular step rate for working excess of 8 hours;
  o Such nurse will be paid time and a half times her regular weekend hourly rate if she works in excess of her regularly scheduled 12-hour weekend shift;
  o When such a nurse works an ambulance run during the week, she will be paid time and a half times her regular step rate;
• Such a nurse may sign up for float shifts, and will be paid at her regular step rate;
• Holiday hours will be paid at time and a half the nurse’s regular step rate for holidays that occur during the week and will be paid at time and a half the nurse’s weekend rate for holidays that occur on the weekend in accordance with Article V Holidays.

• Nurses currently working the weekend package program will be allowed to maintain their current insurance benefits through 03/31/07 and effective 04/01/07 will be governed by the same insurance eligibility criteria as all other nurses (30 hours for full-time benefits)
  o When such a nurse works an ambulance run on the weekend, she will be paid time and a half the weekend rate;
• Nurses who were working in the weekend package program will continue to be compensated at the hourly rates defined in Section 2.13 (a) of the collective bargaining agreement through 03/31/07. The hourly rates of $43.84 and $46.61 (effective 04/03/05) shall be immediately red circled and shall not be increased through 03/31/07, thereafter such rates will no longer be in effect.
• Effective 04/01/07 nurses who were working in the weekend package will be compensated at their regular step rate for hours worked. Said nurses (if on step) shall receive their double step advancement in year 2 on their anniversary date but no later than the first pay period of April 07;
• Effective the first pay period in October 07, nurses who have not yet reached what was their weekend rate through 09/30/07 will convert to an October anniversary date and experience their step advancement accordingly;
• Effective 04/01/07 a weekend package program transition stipend of $5.00 per hour will be paid to nurses who were under the weekend package program maintained their weekend hours, worked required number of weekends, and are on steps one through 12 on the contractual wage schedule. Effective 04/01/07 nurses on steps 13 and 14 will receive a weekend package transition stipend of $2.00 per hour. The weekend package program transition stipend will sunset on 09/30/08.
• Effective 04/01/07 nurses who were under the weekend package program will be considered 24-hour regular staff nurses under the collective bargaining agreement.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me.

Sincerely,

[Signature]

Michael E. Foley, Esq.

[Signature]

Stephanie C. Francis, R.N.
April 3, 2006

Stephanie C. Francis, R.N., Associate Director
Labor Relations Program
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: Cape Cod Hospital – Work Environment – Health & Safety

Dear Stephanie:

I am writing to confirm the understanding between Cape Cod Hospital and the Association regarding the Work Environment - Section 10.14 of the Cape Cod Hospital/Massachusetts Nurses Association Memorandum of Agreement. In particular the parties agree as follows:

The title for Section 10.14 Work Environment in the collective bargaining agreement will be changed to Health and Safety. The parties will meet to review and discuss Cape Cod Hospital Policies that relate to health and safety.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me.

Sincerely,

Michael E. Foley, Esq.

[Signature]

Stephanie C. Francis, R.N.
September 5, 2006

Stephanie C. Fance, R.N., Associate Director
Labor Relations Program
Massachusetts Nurses Association
300 Hancock Street
Canton, MA 02021

Re: Cape Cod Hospital / MedCath Joint Venture

Dear Stephanie,

I am writing to confirm the understanding between Cape Cod Hospital and the Association regarding the MedCath Joint Venture. In particular, the parties agree as follows:

As part of the negotiations between the parties for a new collective bargaining agreement, Cape Cod Hospital (hereinafter “Hospital”) and the Massachusetts Nurses Association (hereinafter “MNA”) entered into this Agreement to preserve bargaining unit jobs in the interventional suite.

It is understood and agreed that the Hospital may at any time during the term of the collective bargaining agreement enter into an agreement with MedCath Diagnostics, LLC and/or one of its subsidiaries, affiliates, or joint ventures (hereinafter “MedCath”) to have MedCath manage the interventional suite. It is further understood, however, that MNA bargaining unit positions currently assigned to the interventional suite will remain bargaining unit positions in the event the Hospital enters into such a management agreement with MedCath (scope of work—pre-pro, intervention and recovery).

It is understood that bargaining unit positions assigned to the interventional suite will be cross-trained and may be placed on call rotation with MedCath employees.

The Hospital and the MNA agree that the management agreement and relationship established through this memorandum does not make MedCath a "successor" nor require MedCath to enter into collective bargaining with the MNA.

It is agreed that those bargaining unit nurses currently assigned to the interventional suite area, who do not wish to remain in that unit, effective with execution of this Agreement, have priority with regard to transferring to an open position in another department. Such priority shall continue for up to three months or until the employee has received cross training by MedCath over the course of one month, whichever occurs first.
In the event that an opening in the interventional suite occurs, MedCath shall have the
right to interview and select among employees within the bargaining unit who bid on the position,
in accordance with the collective bargaining agreement. If there are no successful bidders for the
position after the contractual posting period, the Hospital shall be free to fill the bargaining unit
position in any manner it wishes, however, the Hospital shall continue to post the position as long
as the vacancy exists, for informational purposes.

The parties will establish a sub-committee that will consist of representatives from the
MNA, CCH and MedCath. The sub-committee will be charged with the mission of establishing
the operational detail to implement this new relationship.

If I have correctly stated the agreement between the parties, would you kindly
indicate by signing a copy of this letter and returning it to me.

Sincerely,

Michael E. Foley, Esq.

MEF:sl

Stephanie C. Francis, R.N.
July 2, 2009

Michael E. Foley, Esquire
143 Palmer Avenue
Falmouth, MA 02540

Re: Night Shift Staffing at the Cape Psych Center

Dear Michael:

I am writing to confirm the understanding between Cape Cod Hospital and the Association regarding the night shift staffing at the Cape Psych Center. In particular the parties agree as follows:

- Management will not proceed with the previously announced 1.2 FTE RN reduction on the night shift at the Cape Psych Center (the two RN: two Mental Health Worker model). In lieu thereof, the staffing complement on the night shift will continue to be a three RN: one Mental Health Worker model.

- This adjustment to the previously announced plan is based upon: the analysis of recent admissions; the due and sufficient consideration received with this Memorandum; and the desire to avoid the time and expenses associated with impasse resolution procedures.

- This resolution will not be claimed not asserted as an admission of wrongdoing or violation of the contract.

- The MNA hereby acknowledges that this resolution does not restrict the management rights granted to the Hospital under the Agreement or the law. In particular, in accordance with Appendix B, the Hospital may implement any reasonable change to the core staffing patterns, after meeting and consulting with the MNA.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me.

Sincerely,

[Signature]
Stephanie C. Francis, RN
Associate Director
Labor Action Division

SP/dmo

Michael E. Foley, Esquire

340 TURNPIKE STREET • CANTON, MASSACHUSETTS 02021-2711
781-821-4625 • Fax 781-821-4445 • www.massnurses.org
June 1, 2011

David Ryan
Vice President, Human Resources
Cape Cod Healthcare
27 Park Street
Hyannis, MA 02169

Re: Cape Cod Hospital

Dear David:

I am writing you to confirm the agreement between Cape Cod Healthcare (CCHC) and the Massachusetts Nurses Association (MNA) that CCHC will create and maintain and RN float pool of six (6) full-time equivalent positions at the Cape Cod Hospital.

Sincerely,

Roland N. Goff, Esq.
Labor Counsel and Unit 7 Administrator
APPENDIX G

Side Letter

CPC Staffing Advisory Committee

A CPC Staffing Advisory Committee (SAC) will be established. This committee will report to the Labor /Management Committee. The Committee, which will number six (6) in total, will consist of an equal number, three (3), of the members from Administration and bargaining unit RNs. The Committee shall meet twice per month and minutes will be maintained.

The CPC SAC will review and discuss staffing matters and provide direct input to the Labor/Management Committee. Topics appropriate for the Committee to consider shall include, but not be limited to:

1. Development of a tool to measure the acuity level of the patient population and necessary adjustment to staffing to meet the needs of the patients.

2. The CPC/SAC will review and discuss patient care, staffing and employee safety. The CPC/SAC may also consult with outside experts and government agencies for assistance in its review. The CPC/SAC will review the DMH report on the CPC.

3. The CPC/SAC will assist the Hospital in immediately implementing the new Behavioral Health Code S Policy. It will also give training programs on how to safely approach potential assaults and prevent aggressive behavior from escalating into violent behavior. The employer will report the injury to the appropriate agencies i.e., Department of Industrial Accidents, police, etc. The employee also has the right to notify the police if he/she is being physically assaulted. Incidents of abuse (to be defined by the CPC/SAC) will be recorded on an incident report. The incident will be reported to the Risk Manager, and communicated to the nurse manager. The incident will be reported to the CPC/SAC for review and appropriate intervention. Copies of the incident report will be given to the nurse consistent with legal obligations and restrictions.

4. The CPC/SAC will be included in a comprehensive review of security issues at the CPC. The consultant will be retained to assess security issues within the CPC within thirty (30) days of ratification. The recommendation will be shared with the CPC/SAC within fourteen (14) days.

The employer will provide and/or make available to workers injured by violence, medical and psychological services consistent with the employee medical benefits and the Employee Assistance Program.

The parties agree to work cooperatively in an effort to ensure an appropriate relationship between patient care needs and staffing levels.

A CPC RN questioning the level of staffing on CPC unit shall notify the designated supervisor on duty. The supervisor will respond as soon as possible, discuss the concerns and may utilize any available resource to alleviate the problem.
The Hospital will review each and every unsafe CPC staffing report within seven (7) days of its receipt. Unit managers will follow up with the staff involved within fourteen (14) days of receipt.

If the CPC RN’s concern is unresolved, that an RN will notify the supervisor of her/his intent to file an MNA Unsafe Staffing Report. A copy of this form will be forwarded to the SAC and listed as an agenda item at the next available SAC meeting. The supervisor will submit a response to the SAC for review at the meeting as well. The SAC will review such concerns and responses and make any recommendations to the Liaison Committee.
September 27, 2011

David Ryan
Vice President, Human Resources
Cape Cod Healthcare
27 Park Street
Hyannis, MA 02169

Re: Joint Bargaining

Dear David:

The parties agree that during successor negotiations to the 2010-2013 Collective Bargaining Agreement, they will negotiate over wages and benefits with the Falmouth Hospital and Cape Cod Hospital Bargaining Units jointly, on a trial basis. Issues that are entity-specific will not be addressed jointly but will be addressed at the entity-specific bargaining table. This side letter will expire and the joint bargaining commitment will sunset on 9/30/2013.

If I have correctly stated the agreement between the parties, would you kindly indicate by signing a copy of this letter and returning it to me?

Sincerely,

Roland N. Goff
Director of Strategic Campaigns
Division of Labor Action

________________________________________
David Ryan
Vice President, Human Resources

RNG:sd