Agreement Between
The Cooley Dickinson Hospital, Inc.
and
Massachusetts Nurses Association

January 22, 2014 - January 21, 2017
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AGREEMENT

AGREEMENT MADE AND ENTERED INTO THIS 22nd DAY OF JANUARY 2014 by and between The Cooley Dickinson Hospital, Inc., hereinafter referred to as the “Hospital” and the Massachusetts Nurses Association, hereinafter referred to as the “Association.”

ARTICLE I

SECTION 1. RECOGNITION

1. 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 excluding the Vice President Patient Care Services, Nurse Supervisors, Nurse Directors and further excluding all other employees of the Hospital. The parties agree that the current job descriptions of nurses in the bargaining unit do not contain job duties of a supervisory nature. The Hospital agrees not to challenge the bargaining unit status of any registered nurse in the bargaining unit based on her/his job duties. Should it be determined through the mutual agreement of the parties, or by the National Labor Relations Board, that a nurse in an existing bargaining unit position is performing a new duty or new duties that are supervisory in nature, and that such performance renders the nurse a supervisor within the meaning of the National Labor Relations Act, such new duty or new duties shall be removed from the scope of such nurse’s job description for so long as necessary to avoid exclusion of the nurse from the bargaining unit. The Association agrees that it shall not assert such supervisory status in any proceeding.

SECTION 2. PARTICIPATION IN PROFESSIONAL ASSOCIATION

1. 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, monthly, of the name, address, classification and work location of bargaining unit employees and will also submit the names of those Registered Nurses who have gone on leaves of absence, transferred out of the bargaining unit or who have terminated.

2. The Hospital recognizes the right of any nurse, including a per diem 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.

3. Each nurse shall, beginning ninety (90) days following the commencement of her/his employment and as a condition of continued employment, either be a dues paying member of the Association or pay a service fee to the Association.
SECTION 3. DUES AND FEES CHECKOFF

1. The Hospital agrees to deduct annual Association membership dues and fees or Association service fees on a weekly basis from the salary of the nurses and to remit the same to the Association on the following basis:

   a. Each individual nurse must sign and have on file with the Hospital Human Resources Department a dues, fees, or association service fees check-off authorization card which authorizes such deduction. The authorization can be revoked at any time by terminating employment or upon tendering a written revocation to the Hospital and the Association; and further, that such revocation shall become effective on the first payroll period of the month following their termination or the filing of the revocation.

   b. The Hospital will remit to the Association on a monthly basis and no later than the 10th of the following month, the total sums deducted together with the list of the names of the nurses from whom the deductions were made.

   c. The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice or assignment furnished under any of such provisions.

ARTICLE II

SECTION 1. DEFINITIONS

1. **Full-time Regular** - Registered Nurses working an agreed schedule of at least forty (40) hours per week.

2. **Part-time+ (Plus) Regular** - Registered Nurses working an agreed schedule of forty (40) hours or more per two (2) regular weeks but less than full-time.

3. **Part-time- (Minus) Regular** - Registered Nurses working an agreed schedule of less than forty (40) hours per two (2) regular work weeks.

4. **Per diem** - Registered Nurses having no preassigned days or scheduled hours but shall through mutual agreement be available for duty as needed.

   a. The Hospital may periodically review the list and remove nurses who have not been available for work. Per diem nurses will be expected to be available to work a minimum of sixteen hours per month, at least eight hours of which shall be on a weekend shift, in a week in which a holiday occurs, or on a holiday. At the Hospital's discretion, some or all of the minimum obligation may be satisfied by the reserve nurse being on call, in which the nurse will be paid the on-call differential in Article
III, Section 4; in the Childbirth Center reserve nurses shall be expected to be available to be on-call a minimum of sixteen hours per month in addition to their availability to work a minimum of sixteen (16) hours per month, at least eight hours of which shall be on a weekend shift in a week in which a holiday occurs, or on a holiday.

b. Per Diem nurses are eligible to advance one step on the wage scale on the same basis as part time registered nurses, as provided in Article III, Section 1b. For the purpose of advancing on the salary scale only, reserve nurses shall accrue seniority. Whatever step a reserve nurse is in currently she shall only need to meet the requirements of the next step to advance to that step. Per diem nurses will receive a five percent (5%) differential on their base rate.

c. If a per diem nurse applies for a regularly scheduled position, her/his per diem seniority shall only be applicable when compared to another per diem nurse for consideration for the position.

5. Temporary - Temporary nurses are those who are hired for a specific period of time, or for the duration of some predetermined task, in either case involving a length of time of not more than six (6) months.

6. Where feminine is used, it shall also mean masculine.

7. Where nurse is used, it shall also mean nurses.

8. Twelve-Hour Nurse/ Weekend

a. Nurses assigned to the 12-hour weekend will be paid for 16 hours for 7:00 a.m. - 7:30 p.m. and 18 hours for 7:00 p.m. - 7:30 a.m. Except as noted below, benefits are accumulated on the part-time plus basis, including Group Medical Insurance.

b. Nurses who have already accumulated benefits may retain them. Further accruals will be as Earned Time Off (ETO) while nurses are in the 12-hour weekend category. Nurses using accrued ETO will be given the option of receiving time as usually worked, i.e., 12 hours per day, or at the rate paid, 16 or 18 hours. However, if the nurse opts for 16 or 18 hours of ETO in this situation, then ETO time paid over 12 hours will not be counted as time worked for the purpose of calculating overtime.

c. Weekend hours for purposes of this plan begin at 7:00 p.m. Friday and end at 7:30 a.m. Monday. This change shall not apply to any twelve-hour nurses working a different weekend schedule as of June 15, 2004; such nurses shall continue to work their same schedule.

d. One-half hour meal break is included in the schedule. Other breaks may be assigned by the Charge Nurse without loss of compensation.
e. Nurses will be paid for time worked. To fulfill the obligations of this plan, they must work every weekend except for scheduled ETO time off. Nurses failing to meet this obligation may be excluded from the plan.

f. In the event that a holiday falls on one of the weekend days, pay will be at the rate of time and one half of the regular nurse's rate.

g. If in the event that a weekend nurse works an extra weekday, she/he will be paid at the regular hourly rate. Overtime shall be paid in accordance with the provisions in Article IV, Section 3 herein.

h. When 12-hour nurses assume charge, they shall receive charge pay.

9. Twelve-Hour Nurse/Non Weekend

a. Registered Nurses who work a regular schedule of twelve (12) hour shifts shall receive differential as follows:

**SHIFT DIFFERENTIAL:**

3 p.m. to 7 p.m. - evening shift differential

7 p.m. to 11 p.m. - evening shift differential

11 p.m. to 7:30 a.m. - night shift differential

**WEEKEND DIFFERENTIAL:**

The nurse regularly scheduled to work a twelve (12) hour shift on a weekend (other than a nurse covered by Section 1.8) will receive the weekend differential, two dollars ($2.00)/hour for all hours worked between 7 p.m. Friday and 7:30 p.m. Sunday.

b. Registered Nurses who work a regular schedule of twelve (12) hour shifts shall be entitled to overtime pay in accordance with the Overtime provisions set forth in Article IV, Section 3 herein.

c. Nurses working a regular schedule of 3-twelve (12) hour shifts, 36/hours/week will receive ETO, tuition reimbursement and holiday pay on a full-time (40 hour) basis. Nurses working less than the 36 hour week will accrue benefits on a part-time plus and/or a part-time minus basis.

Nurses hired after February 6, 2012 are subject to the following provision (not the language set forth in the preceding paragraph): Nurses working a regular schedule of 3-twelve hour shifts, 36/hours/week, will accrue ETO based on the total number of
hours worked in any one pay period (up to 40 hours in a work week). Tuition reimbursement will be compensated consistent with other full time RN's.

d. If a twelve (12) hour nurse who regularly works (12) hour shifts is scheduled off for a particular holiday, she/he shall receive eight (8) hours holiday pay. If the nurse so opts, she/he may receive four (4) additional hours of pay from accrued ETO in order to receive a total of twelve (12) hours pay for the day.

e. Registered Nurses who work a regular schedule of twelve (12) hour shifts shall have one unpaid thirty (30) minute meal and other breaks may be assigned by the charge nurse without loss of compensation.

10. Ten-Hour Nurse - Nurses shall have the option by mutual agreement with nursing administration to be scheduled on either a part-time basis (three or less ten-hour regular shifts) or full-time basis (four ten-hour regular shifts).

a. Overtime will be paid in accordance with the Overtime provisions set forth in Article IV, Section 3 herein.

b. Holidays will be earned as at present on an eight hour basis for full-time and five hours for part-time nurses. A nurse working the holiday will be compensated at the premium rate for the hours worked.

11. Change in Scheduled Hours - Temporary overtime or a temporary reduction in hours worked shall not effect the category in which the nurse is classified hereunder, unless such change in hours is of such duration as to become part of the nurses, normally scheduled work week.

a. Nurses who desire a permanent decrease in their scheduled hours are expected to submit a written request to their nurse manager or designee at least two weeks (14 days) previous to the requested date of change. The nurse manager or designee may approve of said request governed by necessary Hospital coverage.

b. An RN who works at least one additional 4, 6, 8, or 12 shift for 18 consecutive weeks or a minimum of 80% of the time during that period, to be reviewed on June 30th, and December 31st of each year, shall have the option of requesting an upgrade of their position to the next hour increment (e.g. an RN in a 24 hour position who works 8 additional hours shall have the option of requesting to move to a 32 hour position). These additional hours worked do not include hours covering for another RN's absence or due to the switching of hours between RNs. The request is subject to approval of the Hospital which will not be unreasonably denied.

12. Probationary Period - The first ninety (90) days of employment or re-employment shall be the probationary period for a Full-time Nurse. A Part-time Nurse will be on a probationary
period which shall be the longer of ninety (90) calendar days or forty-eight (48) worked
days. Transfer or discharge will be at the sole discretion of the Hospital. Request for
lateral transfer will not normally be recognized during the probationary period. Upon
successful completion of the probationary period, nurses shall be regarded as Regular (Full-
time or Part-time) and accorded seniority status computed as of their most recent date of
hire. The Hospital may extend the probationary period of a full-time nurse for one month
with notice to the, and up to an additional one month with prior notice to, and agreement
by, the Association.

13. Direct Deposit - All Registered Nurses will be required to fully participate in the direct
deposit payroll program so that 100% of their paycheck is allocated to a designated direct
deposit account(s).

ARTICLE III

SECTION 1.

1. Minimum Hourly wages are set forth in the attached Appendix A which schedules shall
reflect the following:

General Wage Increase:

Year One: January 22, 2014

- Step increases will continue
- ATB increase of 0.5% - Effective September 1, 2014
- Add new Step 33 with 1% increase- Effective January 1, 2015. Upon or after the
  implementation of the new Step 33, a nurse will advance to the new Step 33 if and
  when she/he has completed 33 years of service with the Hospital as a registered
  nurse or three years at Step 30, whichever comes first.

Year Two: January 22, 2015

- Step increases will continue
- ATB increase of 1.0% - Effective January 22, 2015

Year Three: January 22, 2016

- Step increases will continue
- ATB increase of 0.5% - Effective January 22, 2016
- ATB increase of 1.0% - Effective July 22, 2016

Changes of Step Scale:
1. Once a nurse has completed the requirements to advance to the 20 year step, she/he will be eligible for the 23 year step (upon or after the implementation of the new Step 23) when the nurse has completed 23 years of service with the Hospital as a registered nurse, or 3 years at the 20 year step, whichever comes earlier.

2. Once a nurse has completed the requirements to advance to the 23 year step, she/he will be eligible for the 25 year step when the nurse has completed 25 years of service with the Hospital as a registered nurse, or 2 years at the 23 year step, whichever comes earlier.

3. Once a nurse has completed the requirements to advance to the 28 year step, she/he will be eligible for the 30 year step (upon or after the implementation of the new Step 30) when the nurse has completed 30 years of service with the Hospital as a registered nurse, or 2 years at the 28 year step, whichever comes earlier.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Staff Nurse</td>
</tr>
<tr>
<td></td>
<td>Endoscopic Registered Resource Nurse</td>
</tr>
<tr>
<td>33</td>
<td>Shift Charge Nurse</td>
</tr>
<tr>
<td></td>
<td>Radiation Therapy Nurse</td>
</tr>
<tr>
<td></td>
<td>EMS Coordinator</td>
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<td></td>
<td>Infection Control Practitioner</td>
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<tr>
<td></td>
<td>Cardiac Rehabilitation Nurse</td>
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<tr>
<td></td>
<td>Surgical Patient Assessment Nurse</td>
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<tr>
<td></td>
<td>Staff Nurse Educator</td>
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<tr>
<td></td>
<td>Patient and Family Educator</td>
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<tr>
<td></td>
<td>Clinical Quality Improvement Specialist</td>
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<tr>
<td></td>
<td>RN First Assistant</td>
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<tr>
<td>36</td>
<td>Case Manager</td>
</tr>
<tr>
<td></td>
<td>Education Coordinator</td>
</tr>
<tr>
<td></td>
<td>Clinical Coordinator</td>
</tr>
<tr>
<td>39</td>
<td>Information Systems Specialist</td>
</tr>
</tbody>
</table>

a. A Registered Nurse who holds a Baccalaureate or a Master’s Degree in Nursing from an accredited institution shall receive, in addition to the compensation specified in the salary schedule set forth in this Article, additional compensation as follows:

   (a) Baccalaureate Degree in Nursing - one dollar ($1.00) per hour.

   Grades 31, 34 or 37.
(b) Master's Degree in Nursing - two dollars ($2.00) per hour.
Grades 32, 35 or 38.

(c) A newly employed nurse, as evaluated by the Chief Nursing Executive or designee, may be placed on the step of the wage scale that is commensurate with her/his skills, experience and qualifications. A registered nurse who has previously been employed by the Hospital as a licensed practical nurse shall be credited with one-half of her/his service as a licensed practical nurse. A registered nurse who leaves a bargaining unit position at the Hospital and later returns to a bargaining unit position shall be reinstated at least at the same step on the pay scale held by the nurse before leaving the bargaining unit, unless her/his experience after leaving the bargaining unit warrants different consideration.

(d) When a nurse is permanently transferred to a job in a lower pay grade, either as a result of a demotion, layoff or on a voluntary basis, that nurse shall be placed in the same step in a lower classification as occupied in the former position.

(e) Rate changes shall normally be dated effective the first day of the regular workweek in which the nurse becomes eligible.

(f) A (1) newly-hired RN or (2) a bargaining unit RN who transfers to a non-bargaining unit position and returns to the bargaining unit within one year of doing so has up to thirty (30) days from (1) the date of hire or (2) the date of return to the bargaining unit to notify the HR Department in writing that he/she believes that he/she has been wrongly placed on a step, wrongly placed in a grade, or did not receive a differential for which the RN is eligible for. The Hospital will review the request and respond to the inquiring RN. If necessary, the Hospital will make those adjustments retroactive to the RN's first day of employment or change in position. Requests received outside the thirty (30) days will be reviewed and adjusted as the Hospital determines appropriate without retroactive payment.

(g) All Registered Nurses will be required to fully participate in the direct deposit payroll program so that 100% of their paycheck is allocated to a designated direct deposit account(s).
SECTION 2. SHIFT DIFFERENTIAL

1. Nurses working the evening shift, in the hours from 3:00 p.m. to 11:30 p.m. shall receive the additional amount of two dollars and twenty-five cents ($2.25) for each hour worked.

2. Nurses working the night shift, in the hours from 11:00 p.m. to 7:30 a.m. shall receive the additional amount of four dollars and seventy-five cents ($4.75) for each hour worked.

3. A nurse must work at least four (4) hours into the shift to be eligible for differential pay.

SECTION 3. SATURDAY AND SUNDAY BONUS

1. Nurses shall be compensated in the additional amount of two dollars ($2.00) for each hour of work performed on Saturday or Sunday.

2. The following hours shall be used for computation of this bonus:
   a. From 11:00 p.m. Friday to 11:00 p.m. Saturday shall be considered as Saturday bonus hours.
   b. From 11:00 p.m. Saturday to 11:00 p.m. Sunday shall be considered as Sunday bonus hours.

SECTION 4. STAND-BY CALL

1. Stand-by call shall mean that the nurse has been previously scheduled to remain on the alert and available to report for duty when notified.
   a. Nurses must be physically ready to discharge the duties of the job.
   b. Nurses on said duty must notify the Nursing Supervisor as to where they may be contacted in case of need. Each nurse will get a beeper for use during time on call.

2. The call differential shall be increased to four dollars and fifty cents ($4.50)/hour effective upon ratification of the contract.

3. Nurses who are notified to report for duty from stand-by call will be paid at the rate of time and one-half (1 1/2), for the actual hours worked with a minimum of two hours worked guaranteed, or three hours work guaranteed if the nurse was called in between the hours of 11:00 p.m. - 7:30 a.m., plus any shift differential or bonus rate for which they may be entitled. This will only apply to call-back situations.

4. Nurses scheduled for stand-by call who refuse or are unable to report to duty when called, shall not be eligible for any stand-by payment.
5. The Hospital reserves the right to schedule nurses for stand-by call in the Operating Room, PAC/U, Endoscopy and Interventional Radiology. Nurses on call on Saturday and Sunday will be granted the Thursday or Friday and/or Monday or Tuesday off preceding and following the weekend call, if the nurse so requests (nurses desiring this arrangement must request it each time); the Hospital will provide beepers for nurses who are scheduled to be on call and will make available an on-call area for nurses who are called in.

The Hospital may arrange for voluntary standby call in all units other than the Operating Room, PAC/U and Childbirth Center and will report at the monthly meeting of the parties the extent to which voluntary standby call has been used in those units.

6. The Hospital will endeavor to schedule nurses who are assigned call during the 11:00 p.m.-7:00 a.m. shift either to be off on the next regular shift that immediately follows the call shift, or to have a later start time for the next regular shift. If it is not possible either to schedule nurses off or to have a later start time, and the nurse who has been called in does not have adequate time off before the start of her next scheduled shift, the nurse shall consult with her/his supervisor concerning options like working the first case on her scheduled regular shift and then going home, not coming in at the start of her regular scheduled shift but reporting to work at a later time, or any other option that best fits the situation. Nurses may utilize benefit time in cases where they have not been able to work a full shift, or take the time off without pay.

7. Charge pay (rotating) differential shall be increased to two dollars ($2.00)/hour effective the first pay period following ratification.

8. PICC/Mid Line. If an RN not on call is requested to report to work to place a PICC/Mid line, and agrees to report in, the RN shall be paid at the rate of time and one-half for all hours worked with a minimum of two (2) hours work guaranteed.

SECTION 5. RATE AFTER PROMOTION

1. Any nurse who is promoted from one classification to another will be placed in the same step in said classification and will thereafter receive appropriate length of service increases within the classification to which she/he has been promoted.

SECTION 6. RELIEF IN HIGHER CLASSIFICATION

1. Nurses, except a Shift Charge Nurse assigned as a Nurse Manager, assigned for two (2) hours or more in any one shift to relieve in a higher classification shall receive additional compensation of one dollar ($1.00) per hour for such temporary service.
SECTION 7. CERTIFICATION BONUS

The Hospital shall pay full-time nurses an annual bonus of $300 and part-time plus nurses an annual bonus of $200.00 for as of July 1 of any year, having successfully obtained and maintained an ANCC-approved certification in their specialty beyond the requirements of their position. The Hospital will pay the bonus in the first full pay period after July.

ARTICLE IV

SECTION 1. HOURS OF WORK

1. The regular workweek shall consist of forty (40) hours commencing with the beginning of the Sunday day shift and ending at the conclusion of the night shift on the following Sunday morning. The regular workday shall consist of eight (8) consecutive hours plus a one-half (1/2) hour unpaid meal period. The regular day shift shall be from 7:00 a.m. to 3:30 p.m.; the regular evening shift shall be from 3:00 p.m. to 11:30 p.m.; and the regular night shift shall be from 11:00 p.m. to 7:30 a.m. except for positions that require a different schedule.

SECTION 2. SCHEDULES

1. Time schedules and days off shall be posted four weeks in advance. When posted, nurses must find their own replacement for requested days off.

2. Schedules shall be subject to revision in the event of emergency.

3. Day RN's rotating to the 11-7 shift have the option to be scheduled 9-5:30 on their first scheduled day back on the day shift. As soon as possible after time is posted, the nurse shall request said 9-5:30 shift.

SECTION 3. OVERTIME

1. Authorized work performed in excess of forty (40) hours in a week shall be paid for at one and one-half (1 ½) times the nurse's regular rate of pay.

2. Effective April 1, 2015, or the date the new time keeping system is put in place (whichever comes later), if a nurse works more than fifteen (15) minutes past the scheduled end or begins working more than fifteen (15) minutes prior to the scheduled start of a shift of four (4) or more hours, the nurse shall be paid one and one-half (1 ½) times the nurse’s regular rate of pay for all time worked in excess of his or her scheduled shift. The fifteen (15) minutes may be a combination of time worked before and after a single shift. Prior to April 1, 2015, or the date the new timekeeping system in place (whichever comes later), the overtime provisions set forth in the collective bargaining agreement between the hospital and the Massachusetts Nurses Association dated January 22, 2011 – January 21, 2014 will apply.
3. In accordance with G.L. c. 111, § 226, the Hospital shall not mandate RNs to work overtime except in the case of an emergency situation. Any mandated overtime (including mandated overtime of less than fifteen (15) minutes before or after a nurse’s scheduled shift) shall be paid for at one and one-half (1 ½) times the nurse’s regular rate of pay.

4. If a nurse works on a Holiday, as defined in Article V herein, he or she shall be paid one and one-half (1 ½) times the nurse’s regular rate of pay for all holiday hours worked.

SECTION 4. ROTATION OF DUTY

1. Nurses working on the day shift may be required to be scheduled in either a day/evening rotation or a day/night rotation in order to provide coverage, unless the nurse voluntarily agrees to a different schedule, within the same scheduled period; if the nurse does agree to a different schedule, the Hospital will inform the Association. The Hospital will continue its present practice of endeavoring to allow each nurse every other weekend off. This provision will not prevent agreement between the Hospital and any nurse for regular assignment to night, evening duty or weekend duty.

2. Nurses hired from outside the Cooley Dickinson Health Care Corporation or any of its affiliates may be required to work 6 calendar months on the shift they were hired into before transferring to another position, unless the position is on the same unit.

3. Nurses with 15 years of seniority will not be scheduled for rotation except in emergencies provided that there are sufficient RNs on that unit and shift to handle rotation.

SECTION 5.

Hours taken by mutual agreement of the parties, as time off without pay due to excess staffing or employer request, shall be considered time worked for purposes of benefit accrual (ETO and seniority). The Hospital may cancel any hours scheduled for part-time nurses, in excess of those which constitute the nurses regular weekly complement of hours.

SECTION 6. UNIT CLOSINGS

In the event a unit is temporarily closed, before nurses from other units are offered voluntary paid call, the Hospital will offer to those nurses on the temporarily closed unit one of the following options: (i) paid call and/ or (ii) cancellation of his or her shift.

SECTION 7. DAILY SHIFT CHANGE

If the need arises to decrease the actual number of nurses scheduled for a specific shift on any given day in any unit, before a regularly scheduled full time or part time nurse is offered voluntary cancellation or voluntary paid call, the following shall occur: (1) the Hospital will cancel or offer paid call to nurses working overtime; (2) to the extent flex nurses are scheduled that day in that unit who may be flexed down, such nurses will be flexed down; (3) the Hospital will cancel or offer
paid call to volunteer nurses; (4) the Hospital will cancel or offer paid call to per diems; and (5) the Hospital will cancel or offer paid call to nurses working beyond their scheduled hours (i.e., a 32-hour nurse working 40 hours).

SECTION 8. EXTRA SHIFTS

Extra shifts will be posted to regularly scheduled full-time and part-time nurses working less than 40 hours before per diems, as long as the extra shift will not trigger overtime. Any extra shift worked that triggers overtime, however, shall be paid in accordance with the Overtime provisions set forth in Article IV, Section 3 herein.

ARTICLE V

SECTION 1. EARNED TIME OFF

1. The Hospital provides ETO for its nurses to allow them to plan for paid time away from work. ETO benefit plans combine vacation, sick and holiday time into a single class of paid time off.

2. Eligibility – Eligibility for ETO benefits shall be governed by the following employee categories (contract employees should refer to their respective contracts):

| Full-Time Regular and Part Time (Plus) Regular | Eligible for ETO benefits based on the numbers of hours paid up to a maximum of forty (40) hours in any one week, based upon all hours worked plus ETO hours. |
| Part-Time (Minus) Regular | Eligible to accrue up to twenty (20) hours of ETO time per year – (equates to 10 holidays paid at 2 hours each) |
| Per Diem and Temporary Employees | Are not eligible for ETO |
| Probationary Employees | While nurses begin to accrue ETO upon hire, they may not acquire enough ETO time during their first year to cover all holidays, sick days, and vacations. Therefore, during a nurse’s first year, unpaid absences from work may occur. |

3. Calculating Accrual – The amount of paid ETO time which a nurse is eligible to accrue is determined by the salary grade assigned to the nurse’s position and the nurse’s years of service:
<table>
<thead>
<tr>
<th>Grade 30</th>
<th>Grades 33-39</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-Time and Part-Time Nurses who work more than 20 hours/week and have 0-5 Years of Service</td>
<td>0.115 hours of ETO earned for each hour paid up to a maximum of 40 hours in a week</td>
</tr>
<tr>
<td>Full-Time and Part-Time Nurses who work more than 20 hours/week and have 6-20 Years of Service</td>
<td>0.135 hours of ETO earned for each hour paid up to a maximum of 40 hours in a week</td>
</tr>
<tr>
<td>Full-Time and Part-Time Nurses who work more than 20 hours/week and have 21 or more Years of Service</td>
<td>0.154 hours of ETO earned for each hour paid up to a maximum of 40 hours in a week</td>
</tr>
</tbody>
</table>

4. **Maximum ETO Accrual** –

   a. **Full-Time Nurses:** Full-time nurses are permitted to accrue up to one times their annual allotment of ETO days.

   b. **Part-Time Nurses:** Eligible Part-time employees are permitted to accrue ETO balances up to one time their annual allotment calculated on the basis of their regular scheduled (budgeted) weekly hours.

   c. **Maximum Accrual Impact:** Once nurses reach their maximum accrual they will no longer accrue additional ETO benefits until they reduce their balance by utilizing ETO time, thereby reducing their accumulation.

5. **Increment of ETO time usage** – Earned time may be used in any minute increments.

6. **Payment in Lieu of ETO** – ETO payment in lieu of ETO days taken will not be allowed.

   a. Nurses with more than 320 accumulated paid vacation hours as of the week of January 4, 2015 have one (1) year (until the week of January 4, 2016) to exhaust such excess hours. During the week of January 11, 2016, nurses still retaining hours in excess of 320 hours will receive a one-time payment for the excess hours.

7. **ETO and called-in to work** – If a nurse is called in to work while on scheduled ETO time off, the nurse can choose to be paid both ETO and the hours worked or save the ETO for use at a later date.
8. **Change in Employment Status** – Nurses changing ETO eligibility due to a change in employment status:

   a. **Change in Grade/Increase in Hours** – begin to accumulate ETO time based on the new position as of the date of the change.

   b. **Change in Grade/Reduction in Hours** – Hours already earned will not be removed but will be subject to the maximum accrual limits assigned to the applicable grade. If a nurse’s accrued ETO benefit exceeds the new maximum accrual at the time of their change in hours their ETO balance will be reduced and they will receive payment for the excess on the next normal pay day, subject to normal deductions.

9. **New Hires** – During a nurse’s first three (3) months of employment, the Hospital will allow a nurse’s ETO bank to reflect a negative balance. This will allow the nurse to utilize his or her ETO time as needed to cover holidays or sick days that may occur during his or her first three months of employment.

10. **Scheduling** –

    a. **Scheduled ETO Time-Off for Vacation:**

       (a) **Seniority** – Scheduled ETO time-off for vacation will be established for a department for a full year and set forth on a yearly ETO calendar. Such scheduled ETO time-off that is established on the yearly ETO calendar at the time of the calendar’s posting (by the fourth week in January) shall be granted on the basis of seniority, which means that: (i) in instances where staffing is affected by conflicting requested ETO time-off, all other items being equal, the nurse with the greater total seniority will be given preference; and (ii) the allocation of scheduled ETO time-off shall be done according to seniority by shift. ETO time-off not granted on the yearly ETO calendar as of the posted date, however, shall be granted on a first come, first served basis and not based on seniority (unless two or more nurses request ETO time-off simultaneously, in which case the most senior nurse among them will be given preference).

       (b) **Changes** – If a nurse cancels a scheduled period of ETO time-off more than two weeks in advance, the posted yearly ETO calendar will not be changed for a period of one week prior to granting another nurse’s ETO request, so as to give all eligible nurses the opportunity to bid on the ETO time-off in question.

       (c) **Posting Yearly ETO Calendar** – The yearly ETO calendar will be posted on the units by the first week in December. Nurses will have until the second week in January to request their ETO time-off. The Nurse
Manager/Director or his/her designee will issue approval or disapproval by the fourth week in January and post the approved yearly ETO calendar at that time.

(d) Once approved, ETO time-off will not be subject to “bumping” by more senior nurses.

(e) All scheduled ETO time-off must be approved by a Nurse Manager/Director or his/her designee and shall not be in conflict with required Hospital coverage and service demands. Requests for ETO time-off shall not be unreasonably denied.

(f) The period between the start of the first full work week in June through the end of the first full work week in September is considered peak ETO time.

b. Unscheduled Time-Off:

(a) Calling In/Reporting Absence – A nurse who is unable to work due to an unscheduled absence must call and inform the department supervisor or designee directly. Unscheduled absences must be reported as soon as absence is known, but no later than at least two hours before the start of a shift for each shift to be missed unless the employee is on an approved leave of absence. A nurse shall be paid ETO only if he or she gives the Hospital at least two hours’ notice that he or she is unable to report to work due to illness, except for causes beyond the nurse’s control.

(b) Family Illness – Nurses are eligible to receive payment from their ETO bank for absenteeism resulting from the illness of a family member.

(c) Return to work – Any absence of five days or greater due to personal illness or injury may require clearance through Employee Health.

11. Rehire – Nurses who are rehired by the Hospital will be considered as new employees except certain employees rehired following a Reduction in Force or nurses rehired returning from military duty. ETO benefit calculations will be computed from the date of most recent employment.

12. Extended Illness Bank – In addition to ETO, each eligible nurse shall accrue time into an Extended Illness Bank. Time will be accrued into this bank at the rate of .0193 for each hour worked up to a maximum of forty (40) hours in a week. This bank is to be used for illness or injuries which exceed one (1) week’s worth of a nurse’s regularly scheduled hours (for example, if a 24-hour nurse is out of work for 36 total hours, the first 24 hours are paid out of ETO and the remaining 12 hours are paid out of the Extended Illness Bank), except
that the bank may be used without first using one week of ETO time for approved personal medical leaves or personal medical situations when a nurse does not have enough ETO to cover a week of time.

a. Accumulated sick time, as of January 4, 2015, will convert to the Extended Illness Bank.

b. Lump-sum payment for employees hired prior to June 8, 1995 – Nurses hired prior to June 8, 1995, who are eligible for retirement (are at least 55 years of age and have 10 years of service), and who do retire, may receive a lump-sum payment for accrued but unused Extended Illness bank Time as follows:
   - First 360 hours – not eligible for lump-sum payment.
   - Next 680 hours – eligible for 40% lump-sum payment, maximum 272 hours.

c. Employee transfers – When a nurse transfers to a position that is ineligible for ETO benefits their Extended Illness Bank accumulation, if any, is forfeited.

d. Intermittent FMLA leave – Intermittent FMLA leave related to a single medical issue is deemed a single leave, and, accordingly, requires exhaustion of one week’s worth of a nurse’s regularly scheduled hours on only one occasion (i.e., use of one week of ETO time is not required for each intermittent use of leave).

13. Shift Differential – included in ETO pay computation when the nurse regularly works a standard shift eligible for shift differential payment.

14. Overtime Payments – ETO time during a work week will not be considered as time worked in computing overtime.

15. Limit of ETO Payment – Other than when scheduled in advance and requested by operating units, paid ETO time will not be permitted to result in a nurse receiving in excess of 100% of his/her regular pay.

16. Termination or Transfer to a position ineligible for ETO benefits – Nurses terminating or transferring to an ETO ineligible position receive payment for their accrued but unused ETO time, paid on the next normal pay day, subject to normal deductions. Differentials are not included in the payment.

17. Extension of Employment – ETO time cannot be used to extend one’s employment beyond one’s last day physically at work.

18. Holidays – Generally holidays are considered normal workdays.
Nurses who work on a holiday listed above will be paid holiday overtime for hours worked. Nurses who work on a holiday will not be charged from their ETO banks for the day. A nurse must take his or her birthday holiday on any day during the calendar year with the prior approval of her supervisor. A nurse may request his/her birthday holiday off in accordance with the regular request for time off procedures.

In addition to ETO and Extended Illness Bank time, after a regular full time or part time nurse completes twenty-five (25), thirty (30), thirty-five (35), forty (40), or forty-five (45) years of continuous service on or before December 31, 2014, a nurse will receive an additional week of ETO to be used in the ensuing employment year. Such additional week of ETO may not be accrued or used thereafter. Nurses who reach the above benchmarks after December 31, 2014 shall not be entitled to an additional week of ETO.

a. Willingness to work on Holidays – As a condition of continued employment, nurses are expected to take a fair share of Holiday assignments as scheduled by their Department Director. Whenever possible, nurses will receive the actual holiday off. If two nurses are equally due to work on a holiday, i.e., it could reasonably be said to be both nurse’s turn to work, then the most senior nurse will be entitled to take the holiday off.

   (a) Nurses, as a condition of continued employment, are expected to work no greater than every other holiday listed in the Agreement. RN’s shall have the right to switch holidays with other RN’s. Major winter (Thanksgiving,
Christmas, New Year’s) and summer holidays (Memorial Day, July 4th, Labor Day) shall be alternated every other year.

b. Unscheduled absences – A nurse must work her/his full scheduled day before and after the holiday unless absent for good cause. The Hospital may inquire into or require reasonable evidence of good cause relating to unscheduled absences. A nurse who is absent must give prior notice unless prevented from doing so due to circumstances beyond his/her control. If a nurse, without prior approval, does not work either the day before or after a holiday, he or she will continue to be paid for the absence from his or her ETO bank.

c. Nurses not scheduled to work on a holiday will not be paid additional ETO time above their scheduled weekly hours for the holiday. They will have accrued the holiday time in their ETO banks and can take another day off at a later time. For all nurses employed as of the Effective Date of this Agreement, during the first year in which this ETO policy is effective, if a holiday occurs before such time as a nurse has adequate ETO in his or her bank for payment, the nurse will be advanced ETO and his/her bank will reflect a negative balance.

d. Nurses taking the holiday off from work should be paid as follows from their ETO banks depending on their hours worked per week:

<table>
<thead>
<tr>
<th>Hours Per Week</th>
<th>ETO to be paid when nurse is Observing the Holiday</th>
<th>Additional Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>8</td>
<td>• If nurse works four 10-hour days the nurse may choose to be paid 10 hours from his or her ETO bank for the holiday.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 40-hour nurses may not choose to be paid less than 8 hours for the holiday.</td>
</tr>
<tr>
<td>20-36</td>
<td>5</td>
<td>• Nurses may choose to be paid for normal hours (for example 8, 10 or 12) typically worked on the holiday from their ETO banks for the holiday.</td>
</tr>
<tr>
<td>&lt;20</td>
<td>2</td>
<td>• Nurses should be paid 2 hours for each holiday taken off.</td>
</tr>
</tbody>
</table>

e. In instances where the actual holiday falls on either Saturday or Sunday and is recognized and celebrated by this Hospital on either Friday or Monday, the premium
rate shall be applicable to the day recognized as the paid holiday by this Hospital. Christmas, New Year’s and Independence Day will be recognized and celebrated on December 25, January 1 and July 4.

(a) The following hours shall be used for payment of holiday premium: from 11p.m. the day previous to the paid holiday to 11:30 p.m. on the day of the paid holiday with the exception of Christmas and New Year’s Day where holiday premium hours shall be from 3 p.m. on the day previous to the paid holiday to 11:30 p.m. on the day of the paid holiday.

ARTICLE VI

SECTION 1. HEALTH INSURANCE

1. All Regular Nurses shall have the option to enroll in one of the Hospital's medical insurance plans. Eligible nurses shall receive the Hospital contribution to the plan of their choice starting on the first of the month following the nurses' date of hire.

2. A nurse who retires at or beyond age 62 shall be eligible to participate as an individual member in the group medical insurance plans until age 65 by prepaying the full group individual rate on a monthly basis.

3. For all Full-time and Part-time+ (Plus) Nurses who normally work a schedule of at least thirty (30) hours a week, the Hospital will assume eighty percent (80%) of the cost of individual membership in the Single Plans, seventy-five percent (75%) of the cost of membership in the Single + One Plans, and sixty-seven percent (67%) of the premium rate for family group membership. Nurses selecting family group membership will pay for thirty three percent (33%) of the premium rate for family group membership.

4. For all Part-time+ (Plus) Nurses and 12-hour Weekend Nurses who normally work a schedule of less than thirty (30) hours a week but twenty (20) or more hours per week, the Hospital will assume fifty percent (50%) of the premium rate for individual, Single + One, or family group membership.

5. Part-time- (Minus) Nurses shall have the option to be covered by an individual or family membership in the Group Medical Insurance Plans. Nurses must pay full cost of the plan selected.

6. All regular nurses shall have the option to enroll in the Hospital's dental insurance plan on the same terms as other employees.

7. **Special Insurance Program.** A nurse who has worked at least 24 hours per week for the previous 52 weeks, who is at least 62 years old, and who has at least 20 years of
bargaining unit seniority may elect, within thirty (30) days of satisfying all of the conditions specified in this sentence, to reduce her/his weekly commitment to (or maintain it at) 24 hours per week and shall continue to be covered by the group medical insurance plan(s) that are available to other employees at the Hospital. For such a nurse who has so reduced/maintained her/his weekly commitment, the Hospital shall pay 80% of the cost of the premium for individual or individual plus 1 plan coverage (with the nurse paying the remaining 20%) or 55% of the cost of the premium for family plan coverage (with the nurse paying the remaining 45%). Nurses participating in this program shall remain on their respective units and shifts as applicable.

8. Effective January 1, 2012, a nurse aged 65 or greater who retires, and who has worked in a bargaining unit position of at least a 20 hours per week for at least ten (10) years may apply for single coverage under a Medicare Supplemental Insurance plan, as selected by the Hospital, at her/his expense.

SECTION 2. DISABILITY INSURANCE

a. All Regular Nurses may enroll into a disability program of the Association's choice by paying the full premium. The Hospital will provide for payroll deductions.

ARTICLE VII

SECTION 1. LEAVES OF ABSENCE

1. A leave of absence shall be any predetermined, authorized absence without pay which is allowed at the request of the eligible nurse through the nurse manager or designee and subject to those regulations as specified in this agreement for the particular type of leave involved.

a. A nurse not eligible for leave of absence may be allowed at the discretion of the nurse manager or designee a maximum of two weeks excused absenteeism without pay before being terminated.

b. In no case shall a nurse be eligible for leave of absence in an amount greater than indicated in this agreement without the express approval of the Vice President Nursing Services.

c. Extensions to a leave must be submitted and approved before the expiration of the previous leave and can only be granted for the aggregate of time for which the nurse is basically eligible.

d. Whenever possible, request for leave of absence will be submitted to the nurse manager or designee on the proper form at least one month in advance.
e. If the nurse is unable to return to work after the expiration of all eligible leave, she/he will be terminated and must be re-employed if she/he later wishes to return.

f. Before returning to work from a leave of absence, the nurse manager or designee must be given as much notice as possible in order to enable her/him to reinstate the nurse to her/his former position and department.

g. The Hospital will reinstate a nurse who returns within the period of her/his initial leave to the nurse's same position. The Hospital will reinstate a nurse who returns after the period of initial leave, but within the period of any extended leave, to her/his same or similar position, if one is available and if not available the nurse will have preference for a vacant registered nurse position.

h. Unless a nurse is being compensated by disability insurance, she/he must use ETO and/or Extended Illness Bank time, to the extent such time is available, in connection with a personal illness leave (Section 2) or leave because of critical illness in the immediate family (Section 9).

**SECTION 2. PERSONAL ILLNESS**

1. Any Full-time Regular Nurse or Part-time+ (Plus) Regular Nurse shall be eligible for leave of absence without pay beyond any accumulation and use of ETO and/or Extended Illness Bank time for personal sickness or accident. (The term “sickness” shall mean physical inability to work for cause not covered under the Workers' Compensation Act whether due to accident or otherwise.)

   3 Months Service but less than 2 years = 90 Calendar Days

   2 Years Service but Less than 3 Years = 120 Calendar Days

   3 Years Service but Less than 4 Years = 150 Calendar Days

   4 Years Service and over = 180 Calendar Days

**SECTION 3. INDUSTRIAL ACCIDENT**

A nurse who is absent because of an industrial accident which occurred at this Hospital will be eligible for a leave of absence until approved for return to work by the attending physician, or in the discretion of the Hospital by a physician engaged by the Hospital. In the event of a disagreement between the two, the nurse may be referred to an impartial physician to evaluate her fitness to return to work; the impartial physician's opinion, however, shall not preclude the nurse from grieving the Hospital's action. In no case will industrial accident leave be granted for a period of time greater than one year. The Hospital will restore the seniority of nurses who return within two years from an industrial accident leave to an open position for which the nurse is qualified.
SECTION 4. PARENTING LEAVE

1. Any Full-time Regular Nurse or Part-time+ (Plus) Regular Nurse shall be eligible for a parenting leave of absence under the following conditions.
   
a. Eligibility and length of service requirements:
      
      3 Months Service but Less than 2 Years  = 90 Calendar Days
      2 Years Service but Less than 3 Years  = 120 Calendar Days
      3 Years Service but Less than 4 Years  = 150 Calendar Days
      4 Years and Over  = 180 Days

b. If a nurse is pregnant and unable to work, she will present a note from her doctor to that effect. Return from parenting leave for a nurse who has been pregnant will be allowed after date of delivery with the written approval of the employee's physician.

SECTION 5. ADOPTION LEAVE

A nurse may apply for unpaid adoption leave as follows:
   
a. Eligibility and length of service requirements:
      
      3 Months Service but Less than 2 Years  = 90 Calendar Days
      2 Years Service but Less than 3 Years  = 120 Calendar Days
      3 Years Service but Less than 4 Years  = 150 Calendar Days
      4 Years and Over  = 180 Days

b. The nurse will give the nurse manager or designee notice of being in an active placement period for adoption. As much actual time notice as possible will be given. Privacy and confidentiality will be maintained.

SECTION 6. MILITARY LEAVE

1. Any Full-time or Part-time+ (Plus) Regular Nurse with one (1) or more years continuous service with this Hospital who is a member of a military reserve organization of the armed services of the United States and is required to report for training shall be eligible for compensated military leave.

This Hospital will compensate a nurse on military leave by making up the difference between the amount she/he would have received as pay for her/his regularly scheduled workweek up to forty (40) hours and that pay which she/he received from the government.
(A statement indicating wages received for military duty signed by the nurse's Commanding Officer or Finance Officer shall be presented to Human Resources.) However, the Hospital shall not be obligated to compensate an employee beyond a 15-day training period.

a. A nurse who has been inducted, enlisted or recalled to active service for an extended period of time shall be reinstated as of original date of hire upon return if the nurse complies with federal law pertaining to veterans.

SECTION 7. EDUCATION LEAVE

1. A Full-time Regular Nurse or a Part-time+ (Plus) Regular Nurse of one (1) or more years continuous service with this Hospital may be eligible for leave without pay for the purpose of further professional growth and development which will be of some value to the Hospital on the return of the nurse. Said leave may be granted up to twelve (12) months on written application.

   a. A nurse who has been granted an educational leave shall have preference for any available part-time vacancy while on leave.

SECTION 8. PERSONAL LEAVE

1. Any Full-time or Part-time+ (Plus) Regular Nurse of one (1) or more years continuous service with this Hospital may be eligible for a leave of absence without pay for personal reasons. Such leave may not exceed thirty (30) calendar days but may be extended for an additional period (not to exceed 30 calendar days) at the nurse's written request.

   a. Leave will not be granted in order to allow a nurse to accept other employment.

SECTION 9. CRITICAL ILLNESS OR DEATH IN THE IMMEDIATE FAMILY

   a. Any Full-time or Part-time+ (Plus) Regular Nurse of three (3) or more months of continuous service with this hospital shall be eligible for leave without pay in a case of critical illness or death in the immediate family, after the nurse has used accrued ETO and Extended Illness Bank time, to the extent such time is available. The immediate family shall include spouse, significant other residing in the same household, or children. Said leave may not exceed sixty (60) calendar days.
b.

**SECTION 10. LEAVE OF ABSENCE-ACCRUED BENEFITS**

<table>
<thead>
<tr>
<th>Type of Leave</th>
<th>Medical Insurance</th>
<th>Life Insurance</th>
<th>Length of Insurance Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illness</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
</tr>
<tr>
<td>Industrial Accident</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
</tr>
<tr>
<td>Parenting</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
<td>Up to 180 days</td>
</tr>
<tr>
<td>Educational</td>
<td>Up to 1 year</td>
<td>Up to 1 year</td>
<td>Up to 1 year</td>
</tr>
<tr>
<td>Personal</td>
<td>Up to 60 days</td>
<td>Up to 60 days</td>
<td>Up to 60 days</td>
</tr>
<tr>
<td>Critical Illness or Death in Family</td>
<td>Up to 60 days</td>
<td>Up to 60 days</td>
<td>Up to 60 days</td>
</tr>
</tbody>
</table>

**SECTION 11. OTHER NURSES**

a. A Part-time- (Minus) Nurse shall be entitled to a leave of absence under the same conditions as a Part-time+ (Plus) Nurse provided that upon returning from said leave, she/he will retain her/his seniority and be given the first opportunity to return to a position for which a vacancy exists and for which she/he is qualified. She/he shall not be credited with accrued or length of service benefits during the leave.

**ARTICLE VIII**

**SECTION 1. SENIORITY**

a. Registered nurse bargaining unit seniority shall be calculated from date of hire into a bargaining unit position.

b. A registered nurse who is in the bargaining unit and assumes a non-bargaining unit position in the Hospital will retain all bargaining unit seniority up to one year of leaving the bargaining unit. During said year the nurse may use her/his seniority to fill a vacancy in a bargaining unit position.

c. Hospital wide seniority shall be defined as continuous employment at Cooley Dickinson Hospital. Said Hospital wide seniority shall be used in addition to bargaining unit seniority in computing fringe benefits.

d. Effective January 22, 2003 a registered nurse who has been continuously employed at the Hospital for at least one year in a licensed practical nurse position shall have their bargaining unit seniority adjusted by adding fifty percent (50%) of their LPN
seniority. This affects all current bargaining unit members who have been employed as LPNs at the Hospital.

e. A registered nurse who leaves a bargaining unit position at the Hospital and later returns to a bargaining unit position shall receive one (1) year of seniority subject to the provisions of Article IX, Section 1, b.

SECTION 2. LOSS OF SENIORITY

Seniority will be lost by:

a. Resignation

b. Discharge for just cause.

c. Accepting employment while on leave of absence without permission of the Hospital.

d. Failure to return from approved leave.

e. Failure to return to work when called from lay-off within:

   1. Two (2) days for a lay-off not exceeding thirty (30) calendar days.

   2. One (1) week for a lay-off not exceeding six (6) calendar months.

   3. Two (2) weeks for a lay-off exceeding one (1) calendar; after notice by certified mail to the nurses' last known address as indicated by the Hospital personnel records.

f. Failure to be recalled from lay-off for a period equal to the seniority accumulation but no greater than two (2) years.

g. Failure to report to work for three (3) consecutive days without notice to the nurse Manager or designee.

h. Failure to accept recall when least senior nurse has been assigned to fill vacancy.

SECTION 3. REDUCTION IN FORCE

a. As soon as the Hospital has determined that it will lay off employees for lack of work or other legitimate reasons, it shall give reasonable notice to the Association of such action, including names of nurses and positions affected, but no less than two weeks. The Hospital shall simultaneously notify the affected nurses in writing. The reduction in force will be implemented within the two week period, unless the parties agree to extend the period.
b. Reduction in force process. The Hospital shall prepare one bargaining unit seniority list ("the master seniority list") for Part-time Minus, Part-time Plus and Full-time Nurses, which will promptly be reviewed by the parties as to its accuracy. Reductions in force will be made within discrete classifications and within each shift and work unit affected by the action in accordance with bargaining unit seniority as indicated on the master seniority list. However, the Hospital must lay off temporary nurses within the classification, shift and unit, before laying off any regular full or part-time nurses.

(1) For purposes of this subparagraph, the following are the current work units:

(a) North 3
(b) Operating Room
(c) SDC, PACU, Pre-Surgical Assessment
(d) Emergency Department
(e) Childbirth
(f) West 2
(g) Education Department
(h) Infection Control (if RN)
(i) Clinical Specialist — Oncology
(j) Psychiatry
(k) West 3/West 4
(l) Case Managers
(m) Radiation Therapy Nurse; Nurse Navigator
(n) Cardiac Rehabilitation Nurse
(o) Joint Center
(p) Resource Pool
(q) Medical Day Stay
(r) Interventional Radiology Nurse
If the Hospital establishes new classifications during the term of this Agreement, such classifications will constitute separate work units unless the parties agree to include the classifications in an existing unit.

(2) Nurses within each classification and on each unit and shift where a reduction in force occurs shall be listed in order of seniority. Positions of the part-time or full-time nurses shall be eliminated in reverse order of seniority on each shift within such unit until the number of hours to be reduced has been accomplished. This may result in the partial elimination of the position of the last nurse reached in this order, or in the case of a Twelve-Hour nurse, the elimination of some or all of the hours which she works on the shift (the Twelve-Hour nurse may retain those hours she works on the adjacent shift). In the case of a reduction in force affecting either the last nurse or a Twelve-Hour nurse, the nurse may choose either to:

(a) Take said partial (reduced hour) position (or in the case of a 12-hour shift nurse retain the hours on the adjacent shift).
(b) Displace a less senior nurse (if any) on her unit.
(c) Be laid off; the Hospital shall not interfere with said nurse's unemployment benefits.
(d) Select a job vacancy (if any).
(e) Subject to the requirements and procedures of subsection c. below, displace a less senior nurse in another unit, if any.
(f) Displace a less senior nurse in any unit for which she/he has been deemed qualified by the Vice President of Nursing Services.

(3) With reference to the master seniority list, the most senior nurse whose current position has been eliminated shall have the following options:

(a) Displace a less senior nurse (if any) on her unit.
(b) Be laid off; the Hospital shall not interfere with said nurse's unemployment benefits.
(c) Select a job vacancy (if any).
(d) Subject to the requirements and procedures of Subsection c. below, displace a less senior nurse in another unit, if any.
(e) Displace a less senior nurse in any unit for which she/he has been deemed qualified by the Vice President of Nursing Services.

A nurse displaced by a more senior nurse in the same unit pursuant to option (a) above shall be considered to have had her/his position eliminated and shall be placed on the unit reduction list in accordance with his/her seniority and she/he shall have the opportunity to select among options (a) through (e) above. This reduction process shall be applied to a nurse on a leave of absence.

c. Displacement conditions.

(a) North 3/West 2/Joint Center/Resource Pool/Medical Day Stay

(b) West 3/West 4/ER/Surgical Patient Assessment Nurse/Endo Nurse/Cath Lab Nurse/Interventional Radiology Nurse

(c) Operating Room

(d) Childbirth

(e) Education Department

(f) Infection Control (if RN)

(g) Psychiatry

(h) Case Managers

(i) Radiation Therapy Nurse; Nurse Navigator

(j) Cardiac Rehabilitation Nurse

(k) Wound Care Nurse

(l) QI Nurse

(m) Surgical Patient Assessment/Same Day/PACU

*The Hospital will periodically inform the Association of those nurses within the Adult-Pediatrics unit who are designated as pediatric nurses; for purposes of this subparagraph only pediatric nurses shall constitute a separate work unit for displacement/recall.

If the Hospital establishes new classifications during the term of this Agreement, such classifications will constitute separate work units unless the parties agree to include the classifications with one of the units described above.

A nurse whose position is eliminated by the above procedure may displace a less senior nurse in another unit as follows:
(a) Nurses in all units (as defined in Section 3, Subsection (1) except North 3/West 2/Joint Center/Resource Pool/Medical Day Stay can displace any nurse in said North 3/West 2/Joint Center/Resource Pool/Medical Day Stay unit with less bargaining unit seniority. The Hospital shall provide reasonable orientation to any nurse opting to displace a North 3/West 2/Joint Center/Resource Pool/Medical Day Stay nurse.

(b) Nurses in all units except North 3/West 2/Joint Center/Resource Pool/Medical Day Stay can only displace a nurse in another non-Medical/Surgical/Resource Pool unit if:

(i) She/he has more bargaining unit seniority than said nurse.

(ii) She/he has been permanently assigned to said other unit within the last 2 calendar years.

(c) Nurses in North 3/West 2/Joint Center/Resource Pool/Medical Day Stay can only displace a nurse in any non- Medical/Surgical/Resource Pool unit if:

(i) She/he has more bargaining unit seniority than said nurse.

(ii) She/he has been permanently assigned to said other unit within the last 2 calendar years.

(iii) If she/he has not been permanently assigned to said other unit within the last 2 calendar years, she would be the only Medical/Surgical/Resource Pool nurse to displace a less senior nurse in the unit.

(d) Resource Pool nurses may displace any RN with less bargaining unit seniority in any unit to which he/she has been permanently assigned within the last 2 years.

(e) Nurses on all units may replace a probationary nurse if competent to perform the duties of the position after reasonable orientation.

(2) Shift Charge Nurses. In the event a Shift Charge Nurse is to be laid off, she/he may choose one of the following options:

(a) Displace any Shift Charge Nurse in her/his unit with less shift charge nurse seniority.

(b) Displace any staff nurse on the master seniority list for her/his unit who has less bargaining unit seniority.

(c) Be laid off; the Hospital shall not interfere with said nurse’s unemployment benefits.

(d) Opt for displacement as per Section 3, Subsection c(2) (c), except that she may not displace another Shift Charge Nurse in a non Medical/Surgical/Resource Pool unit.
(3) Clinical Coordinator. In the event a Clinical Coordinator is to be off, she/he may choose one of the following options:

(a) Displace any registered nurse in the same or lesser grade in her/his unit with less seniority.

(b) Displace any registered nurse in the same or lesser grade in a non Medical/Surgical/Joint Center/Resource Pool unit if she/he has been permanently assigned to said other unit within the last 2 calendar years.

(c) Displace any registered nurse in the same or lesser grade in a Medical/Surgical/Joint Center/Resource Pool unit.

(d) Be laid off; the Hospital shall not interfere with said nurse's unemployment benefits.

Rights on Layoff/Recall.

(a) A nurse who is laid off will receive any accrued ETO as of the date of layoff.

(b) A nurse on layoff will retain all accrued benefits as of the day of layoff. Benefits will not accrue during the layoff.

(c) However, the Hospital may not regularly assign reserve nurses to a position which was eliminated during layoff in order to avoid creation of a permanent position.

(d) Nurses on layoff will be given preference before outside applicants to apply for vacancies in any unit or group which are vacant for any reason other than layoff, provided that:

1. The nurse is competent to perform all the duties of the position.

2. The nurse will be offered the position in the order of seniority and the nurse will notify the Vice President of Patient Care Services of the acceptance or rejection within forty-eight (48) hours of notice.

A nurse who does not accept such an offer of a vacancy under this Article will retain all recall rights provided in this Article. If nurses on layoff do not accept a vacancy on a permanent basis, it shall be offered in order of seniority on a temporary basis and the nurse who fills the vacancy shall retain all recall rights to her/his former position.

(e) Nurses will be recalled in the reverse order of layoff provided that the nurse is qualified to perform the job. If not qualified, the nurse will retain all recall rights. However, if a nurse does not return to work from layoff status within one (1) year, she will no longer retain any employment status with the Hospital.
Any required notice under this article shall be determined sufficient with the delivery of a notice to the Chairperson or in the alternative to the Vice-Chairperson of the local unit and mailing a copy of the notice to the Massachusetts Nurses Association.

SECTION 4. VACANCIES/TRANSFERS

All nurse's vacancies shall be posted on the approved bulletin board for a period of seven (7) days. The posting shall make clear that external candidates will not be considered until the seven day period has elapsed. The Unit Chairperson shall receive copies of postings on a weekly basis. Any nurse interested in said vacancy shall make on line transfer application to Human Resources which shall provide assistance to the nurse in making out the application if it is requested to do. The position shall be filled on the basis of qualifications and where qualifications are relatively equal, bargaining unit seniority shall be the determining factor in filling said positions. The Hospital reserves the right to determine qualifications for nursing positions in grade 33-39, such as, but not limited to, requirements as to degrees in nursing, certifications and minimum experience. A nurse who successfully bids on a vacancy must remain in that position for at least six months unless she or he is bidding for another position on the same unit and on the same shift, or unless the parties mutually agree to allow the nurse to assume another position that is not on the same unit and on the same shift.

The Hospital will bring to the attention of the Association, prior to posting, any situation in which it believes that it needs to consider during the posting period potential outside applicants, as well as internal bidders, for a position in Obstetrics, Operating Room, Psychiatric Unit or Pediatrics. If the parties cannot agree on the need to consider outside applicants during the posting period the Hospital may initiate an expedited arbitration procedure pursuant to the rules of the American Arbitration Association to determine the issue of need. In the event that need is determined by an arbitrator, the positions in Obstetrics, Operating Room, or Psychiatric Unit shall be filled on the basis of qualifications; if the qualifications are relatively equal as between nurses who bid for these positions and nurses who apply from outside of the bargaining unit, bargaining unit seniority shall be the determining factor in filling the positions. If the Hospital does not select an outside candidate within six weeks from when the position is posted, the Hospital will award the job to the most qualified internal candidate as per this section.

1. Lateral transfers shall be filled on the basis of qualifications and seniority shall be considered a significant qualification. Where qualifications are equal, full- and part-time nurses shall receive hiring preference over per diem candidates for all lateral transfers.

2. Registered nurses who leave jobs for a temporary position cannot be guaranteed a right of return to their former positions. Language to this effect will be included on all postings for temporary positions.
3. RN's transferring from one position in the bargaining unit to another shall assume the new position no later than 8 weeks from the awarding of the position. In the event that this transition is problematic, the parties shall meet to resolve the issue.

SECTION 5. ASSOCIATION REPRESENTATIVES

Duly authorized representatives of the Association may visit the Hospital at any reasonable time to discharge the Association's duties as the Collective Bargaining Representative and shall give notice to Nursing Service office upon their arrival. Such visits shall not interfere with the normal operation of the Hospital.

SECTION 6. NON-DISCRIMINATION

The Hospital and the Association agree not to discriminate in any way against employees covered by this agreement on account of race, religion, national origin, sex, age, mental or physical handicap, or sexual preference, including conforming to state and federal laws pertaining to nondiscrimination.

SECTION 7. WORKPLACE ENVIRONMENT

1. Health & Safety - The Hospital is committed to providing a safe working environment for all employees. Employees are expected to observe safety rules and to exercise caution in all work activities. In the case of accidents that result in injury, regardless of how insignificant the incident may appear, Nurses must immediately notify the appropriate supervisor. The Hospital shall continue to maintain a safe and healthy working environment. The Hospital shall provide and maintain equipment and supplies, which comply with applicable State, Federal and regulatory agency safety standards so that employees may safely perform their duties and responsibilities.

The Hospital shall provide annual training to employees which addresses hazards in the workplace and offers prevention strategies. The Hospital shall also conduct annual training on Infection Control procedures and protocols. The Hospital will continue to provide all governmentally required or recommended tests and immunizations for exposure and contact with infectious diseases in the workplace at no cost to the employee.

2. Workplace Violence - The Hospital will maintain a workplace violence prevention policy providing a system for documenting violent incidents in the workplace. The Hospital shall provide training to employees which addresses hazards in the workplace and offers prevention strategies. Such training will not only provide measures designed to eliminate such activity but will also lead to increased knowledge and awareness of risks regarding workplace violence situations.
In the event of a violent incident in the workplace directed at a Registered Nurse, the Nursing Supervisor or Manager will assist the affected Nurse to ensure he/she receives medical attention and/or emotional support. The Hospital also agrees to offer post crisis intervention to include counseling. If any RN believes that he or she is a victim of a hostile work environment, they should follow the procedures as outlined in the Hospital's HR Policy #3.13 Harassment.

A bargaining unit nurse who while in the performance of his/her duties receives bodily injuries resulting from acts of violence, and who as a result of such injuries receives benefits under Chapter 152 of the General Laws may, upon written request to the HR department, draw upon his/her benefit time for the difference between Workers' Compensation benefits and his/ her basic salary.

The Hospital and Association will work together and use their best efforts to foster a harassment-free environment.

SECTION 8. NURSE'S WORKLOAD

The parties agree that appropriate staffing is essential to the quality of patient care. To this end the parties agree to the following:

The Hospital will make its best effort to ensure that no nurse shall have more than two (2) patient assignments (i.e. floats) during her/his shift.

A Joint Committee shall be formed immediately after ratification with equal representation from the MNA (the MNA committee shall appoint) and Hospital Management (including the Chief Nursing Officer) in order to monitor the staffing grids, to review potential adjustment to the staffing grids and to review all aspects affecting the staffing patterns for RN's at the Hospital, including charge nurse assignments. MNA members of this committee shall attend these meetings on paid release time. This committee shall meet monthly.

The Hospital will provide data on a quarterly basis to address instances where staffing levels fell below the levels outlined in the staffing grid for five hours or more during a shift.

The work of this committee shall begin within 3 months of the ratification of the contract.

If there is a dispute on the Committee, then the parties will take the matter up at their next monthly labor management meeting. One Nurse from the area under dispute shall be released to attend this labor management meeting in order to address the issue(s) in question.

While functioning in the role of the shift charge nurse, the Hospital will endeavor to make sure the nurse will not have a full assignment.
SECTION 9. FLEX TIME

Flex nurses have agreed to be regularly employed to work 24 hours per week flex. Flex nurse positions will be posted in the Resource Pool Department (up to 6 nurses); North 3 (up to 12 nurses); Telemetry (up to 6 nurses); ICU (up to 6 nurses); and/or in any other department or departments by mutual agreement between the Hospital and the Union. They shall be posted in accordance with Article IX, Section 4 (Vacancies and Transfers). At no time will greater than thirty (30) nurses across all units be flex nurses.

Candidates for flex positions in the Resource Pool Department shall have at least one year of nursing experience as a condition of hire, or equivalent experience as a student on the Dedicated Education Unit. Flex nurses shall go through the same orientation as any other regularly scheduled RN.

Flex nurses will generally work 24 hours per week. However, based upon the Hospital's patient care requirements as determined at the discretion of the flex nurse's manager or designee, a flex nurse may be required to flex her/his hours either up 8 or 12 hours or down 8 or 12 hours within a week (depending upon the nurse’s standard shift). In other words, a flex nurse may be flexed up 4 shifts (to 32 or 36 hours during a week, depending upon the nurse’s standard shift) or down 4 shifts (to 12 or 16 hours during a week) during each monthly staffing schedule. The RN will not be flexed down more than 24 shifts in one calendar year. In addition to the Flex position, RN's may voluntarily request to work additional hours and shifts at any time.

Notification to the RN of the need to flex will occur as follows:

**Flexing Up**: These occurrences will be prescheduled and identified on the staffing schedule at the time of posting.

**Flexing Down**: This will occur as a result of decreases in census and will be determined on a daily basis. The RN should be notified of a flex down within two hours of the start of the scheduled shift.

A flex time nurse in a 24-hour position will receive health and dental benefits consistent with how regularly scheduled 30-hour nurses receive those benefits. Flex nurses will be paid each week based on how many hours worked and/or benefit time although they are eligible to receive health and dental insurance benefits consistent with a 30-hour RN.

SECTION 10. JURY DUTY

Any Full-Time or Part Time (plus) Regular Nurse called for jury duty will be eligible to receive compensation for not more than one shift for every day served, provided the nurse was already scheduled to work on the day she had jury duty, and provided that she or he has informed her or his Nurse Manager of her or his jury duty assignment as soon as she or he has received it. If a
nurse is excused the preceding evening from having to report to jury duty, or if she or he is released on the day of her or his jury duty, she or he is expected to contact her or his Supervisor to see if she or he is excused from work.

SECTION 11. 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.

If Management places an RN on administrative leave in order to conduct an investigation, the Hospital will determine at the conclusion of the investigation if the leave is paid or unpaid based on the outcome of the investigation. If the Hospital places the RN on unpaid administrative leave, the RN may opt to utilize vacation time during said administrative leave. If the Hospital determines the RN is to return to work without loss of pay, since no unpaid suspension or termination was imposed, the Hospital will replace the appropriate vacation hours paid to any RN who has voluntarily chosen to use his/her vacation hours paid to any RN who has voluntarily chosen to use his/her vacation time during the investigation. The Hospital will complete the investigatory suspension as quickly as possible.

SECTION 12. PROFESSIONAL ACTIVITIES

The Director or designee 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. The RNs shall receive a minimum of one professional activity day per year subject to the following conditions:

1. The RNs are regularly scheduled to work a minimum of twenty (20) hours per week,
2. The professional activity is pertinent to the RNs job.
3. The RNs will present a summary of the professional activity to other nurses on their unit.
4. The professional activity day will be scheduled subject to the operating needs of the Hospital but no professional activity day will be allowed between November 15 - January 15

SECTION 13. TUITION REIMBURSEMENT

1. Upon submission of evidence to Human Resources of satisfactory completion of a course(s) of study at the collegiate level and directly related to her/his field of endeavor at the Hospital, the Hospital will reimburse a Fulltime Nurse with up to three years of service the cost of tuition up to $1,600.00 ($2,500 if the nurse has three or more years of service) and for nurses hired before June 8, 1995 the Hospital will reimburse a Part-time Plus Nurse with up to three years of service the cost of tuition up to $800 ($1,250.00 if the nurse has three or more years of service) in a calendar year. Any course(s) taken during the nurse's initial year of service will be reimbursed at the completion of said year and any nurse eligible for
this benefit agrees to work in the Hospital as Full-time Nurse or Part-time Plus Nurse, as the case may be, for not less than a year after the satisfactory completion of the course(s). A nurse whose tuition is reimbursed under this section and who terminates for any reason without having worked for one year after satisfactory completion of the course(s) shall repay the amount of tuition cost paid by the Hospital. A nurse whose tuition is reimbursed under this section and who terminates for any reason except layoff without having worked for one year after the satisfactory completion of the course(s) shall repay the amount of tuition cost paid by the Hospital. Reimbursement shall only be made hereunder for a course of study previously approved by the nurse manager or designee.

2. Nurses applying for tuition reimbursement under this clause shall be notified of approval or disapproval within seven (7) days of the nurse's application.

3. A nurse may have alternate courses approved if original course is filled or canceled without being penalized for late application.

4. A nurse shall be reimbursed for the cost of her/his certification/recertification examination. Such cost shall be deducted from the maximum reimbursement allowed.

SECTION 14. PENSION AND LIFE INSURANCE

1. Nurses shall participate in the Pension and Life Insurance Plans available to Hospital employees on the same basis as other hospital employees.

   a. Full-time and Part-time+ (Plus) Regular Nurses shall be eligible for a free life insurance policy equivalent to one times the nurse's annual earnings, starting on the first day of the month following the nurse's date of hire.

   b. Full-time and Part-time+ (Plus) Regular Nurses who have completed one (1) year of counted service and 21 years of age shall be eligible to join the Hospital's contributory, defined benefit, pension plan. The normal retirement age is 65. However, reduced benefits are available for participants who elect early retirement at any time after their 55th birthday.

2. No new hires after the date of the ratification date of February 6, 2012 will be entitled to enroll in the Defined Benefit Pension Plan. However, all RN's employed by the Hospital as of the ratification date of February 6, 2012 will have until June 30, 2012, to sign up for the Defined Benefit Pension.
SECTION 15. EVALUATION

1. Every nurse shall be evaluated at least annually.
   
   a. Nurses will review and on request be given a copy of any evaluation report prepared by their evaluators. After such a review, the nurse will sign the report to indicate the fact that the review has been completed.
   
   b. The nurse will have the right to review the content of her/his personnel file upon request and make copies thereof at her/his cost. Excluded from this would be any document of a “confidential” nature received prior to employment. The nurse will also have the right to submit a written answer to material derogatory to a nurse's conduct, service or character placed in her/his personnel file, said answer to be affixed to the file copy. This action does not preclude any rights under the contract.

SECTION 16. WITNESS PAY

The Hospital will pay nurses at their usual hourly rate if they are required, in the line of duty, to appear as a witness in a court trial.

SECTION 17. FLOATING

When a nurse is floated to another unit, she/he will not be given patient care assignments that are beyond her/his scope of practice. The Labor/Management Committee will develop float guidelines. Newly hired graduate nurses will not be floated prior to six (6) months of employment.

SECTION 18. DEATH IN THE IMMEDIATE FAMILY

In addition to ETO and Extended Illness Bank time, any nurse who has completed the probationary period shall be eligible for up to three (3) scheduled days off with pay within five (5) days beginning the day of death in the immediate family. The immediate family shall include the following: parents, brother, sister, spouse, or significant other living in the same household, child, mother-in-law or father-in-law, step-parent, stepchild, partner's parents or partner's children. In the case of death of grandparents or grandchildren, the eligible nurse shall be granted one (1) day off with pay; namely, the day of the funeral, provided that the day lost was a regular scheduled working day.

SECTION 19. WORKER'S COMPENSATION

The Hospital will continue to insure each nurse under the Massachusetts Worker's Compensation Law.
SECTION 20. ORIENTATION

1. Every newly employed nurse will go through an orientation program of at least four weeks duration. Reserve list nurses shall receive an orientation appropriate to their experience and shall have completed the skills checklist.

2. As required, an orientation shall be available for nurses beginning work on shifts or in specialty areas.

SECTION 21. EDUCATION

1. The Hospital will plan to present three C.E.U. courses a year on the Hospital premises. C.P.R. programs will not be included as part of these courses.

2. A nurse asked to participate in teaching classes, grand rounds and workshop presentation shall be granted paid time in which to prepare. A nurse who determines there will not be sufficient preparation time may request an increase in time granted and should this not be granted, the nurse may withdraw from such teaching assignment.

3. Preceptor - It is the Hospital's intention to rotate the professional responsibility of preceptor utilizing as many nurses as are available and able to perform in the capacity of preceptor. It will be rotated as equally as possible, among those nurses who volunteer for the responsibility, considering that some nurses may not be selected. A nurse will be assigned to precept new and transferred employees as well as students for whom they have the primary responsibility because there is no instructor in the building. The preceptor will receive ongoing training for the role. While a preceptor, a nurse's assignment will be decreased and she/he will not function as a charge nurse. Nurses who are selected to be a preceptor shall receive a differential of two dollars fifty cents ($2.50) per hour for each hour in which they exercise preceptor responsibilities.

SECTION 22. BULLETIN BOARD

The Hospital will provide separate enclosed and locking bulletin boards on the ground floor and adjacent to the third floor nursing office for posting meeting notices and related materials. Keys are to be available to both the unit and the Hospital. In addition, there shall be an MNA bulletin board on each nursing unit where space allows. The Association will be responsible for posting notices and maintaining it.

SECTION 23. HEALTH SERVICE

A pre-employment and other periodic physical examinations by the Occupational Health Services may be required and in such event, the cost of such examinations together with necessary diagnostic tests shall be borne by the Hospital. Medical care of an emergency nature may also be provided by the Hospital to a nurse who becomes ill or injured while working, but a nurse shall be
referred to her/his own physician for serious, chronic or involved illnesses, for involved diagnostic problems and for emergencies arising off duty.

SECTION 24. LIABILITY INSURANCE

The Hospital shall without cost to the nurse provide liability insurance coverage in the amount of $100,000/$300,000.

SECTION 25. PATIENT CLASSIFICATION

Staffing patterns will be guided by acuity measurements as well as other relevant factors. Future changes in staffing systems will include input from a representative of the Nurse Committee.

SECTION 26. SOCIAL SECURITY

The Hospital will maintain its participation in Social Security.

SECTION 27. FAMILY AND MEDICAL LEAVE ACT

The leave of absence, sick leave and other relevant provisions of the agreement will be implemented in a manner integrated with the Family and Medical Leave Act. This language is not intended to limit or decrease any benefits otherwise available to registered nurses under the Agreement.

SECTION 28. NURSING PRACTICE

The parties acknowledge that relevant laws and regulations, such as the Massachusetts Nurse Practice Act and regulations promulgated by the Board of Registration in Nursing, govern the nursing practice of registered nurses, including the delegation of nursing activities.

SECTION 29. NOTICE OF TERMINATION

Nurses terminating their employment are expected to give at least four (4) weeks notice.

ARTICLE IX

SECTION 1. LABOR/MANAGEMENT COMMITTEES

There shall be a Labor/Management Committee consisting of nurses from the unit which will meet periodically with representatives of the Hospital to discuss grievances, hospital policies, job descriptions, non-nursing duties and other matters of mutual interest. Staffing issues, including but not limited to overtime and attendance issues, shall be reviewed as a regular part of the Labor/Management meeting agenda. The Hospital will continue its practice of providing a reasonable amount of release time to members of the MNA committee in order to meet with management representatives on issues related to contract administration.
SECTION 2. GRIEVANCES

1. The parties recognize that certain day-to-day problems will arise which may be resolved by discussion between the nurse and her/his immediate supervisor, and that such informal discussion is to be encouraged. Any complaint or dispute involving the interpretation or application of the agreement which is not settled informally shall be deemed a grievance, reduced to writing and must be initiated under the procedures provided below within thirty (30) days after the facts or events occurred which the nurse or Association should have reasonably known about except those grievances involving discipline shall be initiated within ten (10) days of the imposition of said discipline.

   STEP 1 - A meeting shall take place within ten (10) days of the filing of the grievance between the nurse(s) involved, a member of the Nurse's Committee and the Nursing Director or department head or her/his delegate, who shall give an answer in writing within five days after the meeting.

   STEP 2 - A meeting shall take place within ten (10) days of the filing of the grievance between the nurse(s) involved, the Nurses' Committee and the Vice President/Patient Care Services. The Vice President/Patient Care Services shall give a decision in writing within five (5) days after the meeting. If the grievant(s) is not satisfied with the decision, he/she will within five (5) days after receipt of the written decision, appeal the matter in writing to the president.

   STEP 3 - A meeting shall take place within ten (10) days of the filing of the grievance between the Nurses' Committee, a Representative of the Association and the President. The President shall give a decision in writing within five (5) days of the meeting.

2. The Hospital and the Association shall have the right to file a grievance, which grievance shall be instituted at Step 2.

3. In the event that an appeal is not taken to the next step within the time limitations set forth under this Article, the matter shall be deemed to be resolved on the basis of the last written resolution of the matter. If the Hospital fails to answer a grievance within the foregoing time limitations, the grievance shall be resolved in favor of the grievant. The references to days in this section mean “business” days.

SECTION 3. ARBITRATION

1. If the dispute is not resolved in the foregoing sections of this Article, either party may submit the matter to arbitration within thirty (30) days after the receipt of a written answer in Step 3. The party desiring arbitration shall notify the other party and they shall thereupon attempt to agree upon an arbitrator. In the event that the parties cannot reach agreement, the dispute shall be submitted to the American Arbitration Association under its voluntary labor arbitration rules and regulations. The decision of the arbitrator shall be final.
and binding on all of the parties. The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

2. The arbitrator shall have no authority to add or to subtract from or modify any of the terms of this Agreement. In the event a new classification and salary rate are instituted by the Hospital, the matter may be subject to arbitration and the arbitrator shall not be limited by the provisions hereof with respect to such classification and salary rate.

**ARTICLE X**

**SECTION 1. STRIKES AND LOCKOUTS**

It is mutually agreed that during the term of this Agreement, there will be no stoppage of work, lockouts, mass sick days, slowdowns or any similar interference with the operation of the Hospital. The Association also agrees that it will not foster or encourage mass resignations.

**ARTICLE XI**

**SECTION 1. MANAGEMENT RIGHTS**

The Association recognizes that the Hospital has the obligation of serving the public with the highest quality, efficient and economical medical care and in meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital including but not limited to the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, the right to determine medical and nursing care, standards and methods to direct nurses and determine professional assignments, to schedule work, to determine the quality and types of equipment to be used, to introduce new methods and facilities, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to determine qualifications for nursing positions, to promote, to demote, suspend, discipline or discharge employees for just cause, to lay off employees for lack of work of other legitimate reasons, to recall employees, to determine that nurse employees shall not perform certain functions, to require reasonable overtime work, to promulgate reasonable rules and regulations provided that such rights shall not be exercised so as to violate any of the specific provisions of this agreement.

**ARTICLE XII**

**SECTION 1. DURATION AND RENEWAL**

This Agreement will be effective as of January 22, 2014 and remain in full force and effect through January 21, 2017 and will continue in effect 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 ninety (90) days prior to January 21, 2017 or January 21, of any subsequent year. In the event such a
notice is given, the Agreement will continue in effect until a new Agreement is reached through negotiation or either party gives proper notice to terminate the Agreement.

SECTION 2. AFFILIATIONS, MERGERS AND PURCHASES

If the event of a bona fide sale or transfer of ownership of the Hospital, the Employer agrees it shall give notice of this Agreement to the new owner or such transferee. At the time any such sale and transfer is legally finalized, the Hospital shall give notice of such transaction to the Association. The Hospital agrees that upon request it will subsequently meet with the Association to discuss matters of mutual concern.

SECTION 3. SUCCESSOR CLAUSE

This Agreement shall remain in effect and shall be binding upon all successors and assigns of the Hospital. The Hospital shall include this requirement as a condition of sale or transfer of ownership of operation, and shall confirm to the Association in writing that it has done so and that it has notified any such successor assign of any pending grievances, arbitrations, unfair labor practice proceedings and/or any other litigation between the Hospital and the Association; provided, however that nothing herein shall operate to impose this Agreement on any employees not includable in the bargaining unit described in Article 1, Section 1 (Recognition) as a matter of law.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

Massachusetts Nurses Association
Cooley Dickinson Hospital

Julie Pinkham, RN, Executive Director
Associate Director, Division of Labor Action
SIDE LETTERS

Side letters as agreed to during the negotiations for the contract between the Massachusetts Nurses Association and The Cooley Dickinson Hospital, dated January 22, 2011 through January 21, 2014.

1. Nurse Liaison - The C.D.H. Nurses unit will have an RN Nurse Liaison position on the Board of Trustees of the C.D.H. Inc.; however, the Nurse Liaison will be excused from meetings of the Board when the subject matter concerns labor or employment issues involving employees of the Hospital. The C.D.H. nurses unit will submit 5 names of candidates to the Chairman of the Board of Trustees of C.D.H. Inc. and she/he will select one candidate from the names submitted to serve for 2 years as an RN Liaison. In the event the RN Liaison cannot fulfill her/his commitment, another person will be selected by the Chairman of the Board of Trustees of C.D.H. Inc. from the original list,

2. CDH to eliminate providing hospital laundered uniforms to all RN staff with exception of OR, Surgical Day Care, PACU, IR/CVS, Endoscopy, and Childbirth Departments.

3. The Hospital will allow nurses voluntarily to have a payroll deduction for local dues, which will be forwarded monthly to a bank designated by the local chairperson. The Hospital will provide the local chairperson a list of those nurses who have paid local dues.

4. Registered nurses will be paid their regular hourly rate when teaching classes for the Education Department and the Childbirth Center except for CPR. CPR will be paid at $16.00/hr. However, nurses teaching CPR on nursing units will receive their regular rate. Registered nurses will be paid one hour set up/take down time per class. Additional paid time for preparation will be discussed with the Education Department or the Childbirth Center.

5. During the life of the collective bargaining agreement, the parties agree to work cooperatively on the task of restructuring or re-engineering aspects of the work performed by nurses and other Hospital employees. To the extent that committees, teams or groups are formed by the Hospital for this purpose, which include registered nurses, the Hospital will inform the Association who the registered nurses are. Nurses who participate on such committees, teams or groups will be compensated for their time at their regular rate of pay. The Hospital will provide timely notice to the MNA to the extent it intends to implement any changes affecting registered nurses as a result of restructuring efforts.

6. The Association acknowledges that the Hospital's personnel policies contain attendance guidelines which cover all Hospital employees. The application of the guidelines to a specific nurse is subject to grievance and arbitration.

7. The Hospital agrees that during the term of the Agreement it will look into the possibility of a Medicare Supplemental program being made available to all employees, including
bargaining unit employees, at their cost, The Hospital will inform the MNA periodically on
the status of this issue.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly
authorized officers and representatives the day and the year first above written.

Massachusetts Nurses Association          Cooley Dickinson Hospital
### APPENDIX A

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PURPOSE:
The purpose of the CLOSED UNIT AGREEMENT is to establish a flexible scheduling practice that will provide safe and effective patient care for the CBC.

DEFINITION:
The Childbirth Center, CBC, will be a closed unit for purposes of staffing. This closed unit will consist of Post Partum, Nursery, Labor, and Delivery. Adequate staffing will be maintained through the use of a paid call system.

UNIT SCHEDULING:
Paid call shifts are 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m. One nurse from the regular or reserve CBC staff will be assigned to paid call for each of these shifts indicated.

Process: The Schedule is posted without paid call. Nurses write their preference on the Sign-up Sheet. The Program Director will make reasonable efforts to honor nurses' preferences and assign call alphabetically, if necessary. The Schedule is re-posted with Paid Call assigned and no open slots.

EQUIPMENT:
Long Distance Beepers: The Hospital will provide long distance beepers for the CBC.
Sleep Room: A sleep room within the Hospital will be made available to the paid call nurse on the unit.

IMPLEMENTATION:
Need for extra staff:
Nurses on paid call status will be called to meet the patient needs of the unit as follows: (1) a nurse who has been scheduled for call will be called in if the need for extra staffing arises in the unit, unless before the shift begins the Hospital has been able otherwise to arrange for staff coverage by CBC staff; (2) a nurse who has been placed on “paid call down” status (see below) will be called in if the need for extra staffing arises in the unit, before the nurse who has been scheduled for call.

The Program Director or charge nurse will be responsible for making the determination to call in supplemental staff and to notify the shift supervisor of the same.
Need to decrease staff, “paid call down”:

If the need arises to decrease the actual number of nurses scheduled for a specific shift the Program Director or charge nurse will place staff on a paid call down status (rather than require that the nurse report to work and float to another unit) as follows:

1. Volunteers are first sought from among those nurses scheduled to work the shift who have previously indicated on the schedule a willingness to assume a paid call down status if the need for it arises. Volunteer paid call down will be rotated equitably.

2. Regular nurses working extra shifts and reserve nurses will rotate paid call down, if there are no volunteer nurses to take paid call down.

3. If there are no volunteers, no nurses working extra shifts, or reserve nurses working the shift where paid call down is necessary, paid call down will be rotated among the nurses working for whom this is a regular shift.

4. The Childbirth Center will maintain a list of nurses, their status, and their date of rotation.

The Hospital will attempt to notify nurses who are to be placed on paid call down before the beginning of their shift, as follows:

   Evening shift paid call down nurse notified by 1 p.m.
   Night shift paid call down nurse notified by 7 p.m.
   Day shift paid call down nurse notified by 5:30 a.m.

If the Hospital has not attempted to notify the nurse by the times indicated above, and the nurse reports to work, she/he will receive two (2) hours straight time pay with appropriate differentials and call time.

COMPENSATION:

Paid Call will be as in Article 3 of the Collective Bargaining Agreement.

PER DIEM NURSES COMMITMENTS:

Per Diem nurses shall be expected to be available to be on call a minimum of sixteen hours per month in addition to their availability to work a minimum of sixteen hours per month, at least eight hours of which shall be on a weekend shift in a week in which a holiday occurs, or on a holiday.
APPENDIX C

GUIDELINES FOR REQUIRED OVERTIME

Before requiring a registered nurse to work overtime to provide needed staffing in a unit, the Hospital will follow these guidelines:

1. The Hospital will assess with the nurse in charge the potential need for replacement staff on the affected unit considering census, acuity, anticipated staffing and staff mix, as the need becomes known.

2. The Hospital will consider floating registered nurses with the requisite competencies from another unit where staffing on that unit permits, to the affected unit.

3. The Hospital will attempt to contact per diem nurses who are unit based in the affected unit, as well as all off duty nurses regularly assigned to work in the affected unit.

4. The Hospital will seek volunteers, first, from among the staff on the affected unit who are at work, and then from among other staff working in other units who have the requisite competencies.

5. The Hospital will contact its contracted agencies if appropriate to see if they can provide staff to the affected unit.

6. If the efforts described above do not enable the Hospital to find a nurse to work in the affected unit, the Hospital may require the least senior nurse(s) in the affected unit, on an inverse rotating basis, to work overtime to fill the needs of the affected unit.

7. The Hospital will not require a nurse to work more than four hours overtime beyond his/her regular shift. A nurse who believes that she/he cannot work required overtime will discuss the situation with the supervisor. If excused, the supervisor may require the next nurse on the list to work instead, and the nurse who was excused will remain at the top of the list.

8. The Hospital will endeavor to allow twelve hours between the end of the mandated shift and the next regularly scheduled shift.

9. In the event that the Hospital required overtime, it will document the circumstances leading to the need to require overtime, the efforts it made to follow these guidelines, and record the name, unit and shift of the staff members who worked the overtime. This information will be subject to review by the parties in the Labor/Management Committee.

10. The Hospital will implement the guidelines in a reasonable manner, taking into consideration factors that may affect its ability to actually utilize one or more of them, such as patient care needs, existing management resources, available staff competencies, and time constraints.

11. The guidelines will not be implemented in certain units, e.g., Surgical Day Care, OB, OR, PACU.