AGREEMENT BETWEEN

NEWTON-WELLESLEY HOSPITAL

AND

MASSACHUSETTS NURSES ASSOCIATION

December 1, 2012 – September 30, 2014
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AGREEMENT BETWEEN
NEWTON-WELLESLEY HOSPITAL
AND
MASSACHUSETTS NURSES ASSOCIATION

December 1, 2012 - September 30, 2014

Agreement entered into as of December 1, 2012, by and between the NEWTON-WELLESLEY HOSPITAL (hereinafter referred to as the “Hospital”), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, and the MASSACHUSETTS NURSES ASSOCIATION (hereinafter referred to as the “Association”).

PURPOSES

The intent and purposes of this Agreement are to encourage harmonious relationships between the Hospital and the registered nurses it employs who are subject hereto; to promote and improve that relationship subject to their joint duties to the community and to the high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such nurses; and to establish orderly and amicable processes for collective bargaining. The parties agree that they will cooperate in the effort to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such services.

I. RECOGNITION

1.1. Bargaining Unit

In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC-16,669, the Hospital recognizes the Association as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time, regular part-time and per diem registered nurses employed by the Hospital in its hospital, and in the Newton-Wellesley Urgent Care Center at 9 Hope Avenue, Waltham and in the Outpatient Surgical Center, Wellesley but excluding the senior vice president, patient care services, directors, nurse managers, nursing supervisors (evening, night and weekend), employee health coordinator, managerial employees, guards and supervisors as defined in the Act, and all other employees.

1.2. Scope of Bargaining Unit and Agreement

This Agreement applies to all such persons as at the time in question fall within the bargaining unit as defined in this Article. Nurses who are employed on a temporary basis, for a limited period of time, normally not exceeding 90 days, are excluded from the bargaining unit and
are therefore not within the scope of this Agreement. Nurses who are working at the hospital in their capacity as students are excluded from the bargaining unit and are therefore not within the scope of this Agreement.

1.3. **Definitions**

The terms "nurse" and "nurses" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article. The terms "full-time nurse" and "full-time nurses" refer only to nurses employed on a permanent basis who are hired to work 40 hours per week. The terms "regular part-time nurse" and "regular part-time nurses" refer only to nurses employed on a permanent basis who are hired to work less than 40 hours per week.

1.4. **Per Diem Requirements**

1. The Hospital retains the right to utilize per diem nurses, provided that per diem nurses will not be used to avoid posting a vacancy in the Hospital’s core staffing which the Hospital would otherwise intend to fill on a permanent basis.

2. The term “per diem 1” refers to a nurse who works or who has been scheduled to work a minimum total of 208 hours per year. For the purpose of this Article, “year” shall refer to the Hospital’s fiscal year, which is presently October 1 through September 30. These hours shall include at least two “weekend” shifts per month equaling 16 hours. The “weekend” shall be as defined in Article 6.5 of this Agreement. The “per diem 1” nurses must be available to work on two major holidays per year, one winter holiday (one of Thanksgiving, Christmas or New Years, on a rotating basis, provided that voluntary swaps may be made), and one summer holiday (one of Memorial Day, Independence Day or Labor Day, on a rotating basis, provided that voluntary swaps may be made). Weekend and holiday work requirements may vary due to the operational hours of the department to which the per diem 1 nurse is assigned. The per diem 1 nurses will be paid a 10% differential above her/his regular rate of pay for all hours worked.

3. The written computation of hours worked by a per diem 1 nurse as well as the hours scheduled and cancelled will be completed at the end of each quarter and given to the nurse. The Nursing Department will monitor the schedule and ensure that the nurses are meeting their requirements. If the Hospital takes an action to terminate a per diem nurse or to change the status of a per diem nurse based on hours or holidays worked, the Hospital shall immediately attempt to contact the MNA Co-Chairs by telephone and shall immediately e-mail the Co-Chairs. The email shall include the action taken and the nurse’s hours worked over the relevant timeframe. Any per diem 1 whose hours worked in the prior calendar quarter do not meet the 48 hour minimum will be changed to the per diem 2 status, and can be changed back to a per diem 1 status only after meeting per diem 1 criteria for six months.

4. The term “per diem 2” refers to a nurse who will work as needed, but will not be required to meet the above requirements, but will be required to work 16 weekend hours per quarter in departments that are operational on weekends and one major holiday during the year. Weekend or holiday commitments will be excused in departments not operational on those days, but a per diem 2 must in all events work at least 16 hours per quarter.” She/he will not be paid the 10% differential above her/his regular rate of pay for all hours worked. She/he will also not accrue additional seniority, and will not be able to utilize any existing seniority, while in per diem 2 status.
5. Nurses who participated in the NWH Voluntary Retirement Opportunity shall be referred to as Per Diem 2R. Per Diem 2R’s shall be subject to the requirements and other conditions set forth in the parties’ September 2010 memorandum of agreement.

6. Per diem 1 and per diem 2 nurses are required to maintain all of their nursing competencies as a condition of their employment. Any per diem 1 or 2 who has not submitted availability or worked any hours during a calendar three-month period shall be subject to discipline up to and including termination of employment, as determined to be appropriate by the Hospital.

7. Core Scheduling

   Per diem 1 and per diem 2 nurses will be scheduled in advance, where possible. Per diem and regularly scheduled nurses shall submit their time availability four weeks prior to the start of the schedule.

   For additional scheduling information, review Article 5.1.

8. Scheduling Above Core

   Each Department may schedule up to two per diems per shift over core staffing, for both weekday and weekend shifts, based on availability in order of seniority.

9. Per diem 1 and per diem 2 nurses shall receive holiday, weekend and any other shift differentials appropriate to assigned shifts worked.

10. Per diem 1 and per diem 2 nurses shall notify the Hospital of their intended periods of summer unavailability at the same time as the regularly scheduled nurses submit their summer vacation requests.

11. Per diem 1 and per diem 2 nurses may fill in at the request of and for a regularly scheduled nurse, subject to the approval of the Nurse Manager. Such approval shall not be unreasonably denied.

12. Cancellation by per diem 1 or per diem 2 nurses after acceptance of a scheduled shift must be approved by the Nurse Manager (or management designee).

13. A per diem 1 or per diem 2 nurse’s shift may be cancelled 60 minutes prior to the start of the dayshift (provided that for a per diem whose regular commute is more than 60 minutes and who has so advised the Hospital in advance, the Hospital shall provide notice of cancellation at least equal to the duration of the per diem’s regular commute, but not to exceed 90 minutes), or 90 minutes prior to the start of the evening or night shift. Any shifts cancelled by the Hospital will be counted toward the per diem 1 or per diem 2 nurse’s commitments as described above. The more senior per diem shall have the option to be the first to be canceled, subject to the Nurse Manager’s reasonable determination of patient care needs.

14. For holiday scheduling, regularly scheduled nurses will be offered the holiday off prior to canceling per diems and the Hospital will make every effort to schedule off as many regularly scheduled nurses who want to be off, in order of seniority, all as operational needs allow. A per diem scheduled for a holiday but canceled by the Hospital will have that scheduled shift count towards their commitment.
15. When it is necessary to float a nurse from one area to another, per diem 1 or per diem 2 nurses will be floated first, prior to any regularly scheduled nurses in the same area, subject to the Nurse Manager’s reasonable determination of patient care needs after consultation with the unit nurses.

16. A per diem 1 or per diem 2 nurse may work shifts outside of their primary assigned department, but shall be required to meet their commitment only in their primary assigned department. Such nurse must maintain competency in all such units as determined by the Hospital.

17. Regularly scheduled nurses, if any, who are also serving in a per diem capacity shall not be required to meet per diem 1 or per diem 2 commitments.

18. Specialty Area Per Diem 1 Requirements: The following weekend and holiday commitments (rather than those described above) shall apply to per diem 1 nurses primarily assigned to the following specialty areas:

Operating Room

Six weekend shifts of second call per year and one holiday or holiday weekend shift of second call per year.

PACU

Per Diem 1 nurses in the PACU shall only be required to work nine (9) shifts of either 11pm to 7am or any weekend shifts per year of call for the PACU and one (1) shift of a holiday or holiday weekend call shift per year of call.

Henderson

Per diem 1 nurses in Henderson shall only be required to work nine (9) shifts of either 11pm to 7am or any weekend shifts per year of second call for the PACU and one (1) shift of a holiday or holiday weekend call shift per year of second call.

GI Procedure Nurse

Six weekend shifts of on-call per year and one holiday shift of on-call per year.

GI Recovery Nurse

Six weekend shifts of PACU second call and one holiday shift of PACU second call per year, after orientation to PACU second call responsibilities.

Radiology

Six weekend shifts per year on-call (Radiology per diems will share equally the on-call requirements) and one holiday shift per year on-call.

Case Manager

Weekend requirement same as for other per diem 1 nurses and one holiday per year (rotated annually from winter to summer).
II. ASSOCIATION ACTIVITIES

2.1. Newly Employed or Terminated Nurses

The Hospital shall advise all new nurses at the time of employment that the Association is their exclusive representative for the purposes of collective bargaining and shall each month notify the Association (with a copy to the Co-Chairs of the Collective Bargaining Committee) in writing of the name, address, unit, hours, shift, former unit, position, shift and hours if applicable and classification of each nurse newly employed, terminated, or transferred within the bargaining unit or out of the bargaining unit to another position within the Hospital, during the preceding month. This notification shall also include whether the nurse is leaving the bargaining unit or returning to the bargaining unit. During each Hospital orientation session for newly employed nurses, the Hospital will provide coverage for and release one nurse from the Association’s Executive Committee without loss of pay for a period of one-half hour and a room will be made available to the Association for the purpose of their meeting with such nurses who choose to attend.

2.2. Participation in Association

The Hospital and the Association recognize the right of any nurse to become and remain a member of the Association or to refrain from becoming and/or remaining a member of the Association, and neither party will interfere with any nurse in the exercise of that right.

2.3. Association Security and Deductions

(a) Each nurse shall, as a condition of continued employment, beginning on the thirtieth (30th) calendar day following either the commencement of employment or the effective date of this Agreement, whichever is later, either be a dues-paying member of the Association or pay a service fee to the Association.

(b) The Hospital agrees to deduct on a weekly basis a pro rata share of the annual dues for membership in the Association or a pro rata share of the Association’s service fee from the earnings of any nurse who has voluntarily authorized the making of such deduction by filing written authorization therefor with the Hospital in a form approved by the Hospital. Such deductions shall be in the amount certified by the Association and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Association officer by the 20th day of the calendar month following the actual withholding, together with the record of the amount and the names of those for whom deductions have been made. This authorization may be revoked by a nurse upon 30 days’ written notice by the nurse to the Hospital and the Association.

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

Duly authorized representatives of the Association may visit the premises of the Hospital at reasonable times to discharge the Association’s duties as collective bargaining representative. The visiting representative shall give prior notice to the Office of the Senior Vice President, Patient Care Services and shall otherwise be subject to the control of the Hospital with respect to the times and places for such visits in accordance with the Hospital’s reasonable judgment as to its operating needs.

2.5. **Local Representative**

A Chairperson or Co-Chairpeople will head the Nurses Committee. Any Chair(s) are authorized to deal with the Hospital about employment conditions and adjustments of problems under this Agreement. The Association will notify the Hospital as to the identity of the Chairperson or Co-Chairpeople and as to any changes in those positions.

2.6. **Bulletin Boards**

The Hospital will provide bulletin board space at the Hospital for the posting of notices of Association meetings, election procedures and results, and related materials, as provided in this Section 2.6. The Hospital will provide bulletin board space on those nursing unit bulletin boards to which patients do not have access, provided that any material posted by the Association shall have been initialed by either the Association representative or the designated local representative. The Hospital will also provide space on the bulletin board outside the cafeteria, provided that no materials shall be posted by the Association without the prior approval of the Senior Vice President, Patient Care Services or her or his designee; such approval shall be given or denied within 24 hours of the Vice President’s (or designee’s) receipt of the material that the Association proposes to post.

2.7. **Labor/Management Committee**

Matters of mutual interest and concern, whether or not relating to the parties’ collective bargaining relationship (and including but not limited to nursing practice matters), shall be discussed at mutually satisfactory times between members of the Association’s Nurses’ Committee and representatives of the Hospital. Recommendations submitted by the Nurses’ Committee in writing to the Senior Vice President, Patient Care Services shall be answered or otherwise responded to in writing within 14 business days of receipt. Proposals made or questions asked by the Hospital to the nurses will be answered or otherwise responded to within 14 business days of receipt. The functioning of the Labor/Management Committee shall not usurp or displace the functioning of other committees at the Hospital, and nurses acknowledge the importance of their participating in such committees. No matter relating to, or addressed between the parties pursuant to, this Section 2.7 shall be subject to the grievance and arbitration procedure set forth in Article XIII; provided, however, that this sentence shall not preclude an aggrieved nurse’s presenting an otherwise cognizable grievance under Article XIII.
2.8. **Joint Staffing Committee**

The Joint Staffing Committee will consist of three bargaining unit nurses appointed by the Association and three members appointed by the Hospital (one of whom will be the Senior Vice President, Patient Care Services or designee). The Committee shall meet monthly, but may convene more frequently as needed, and minutes will be kept and made available to staff nurses on each nursing unit. One nurse who is appointed by the Association and one member who is appointed by the Hospital shall be designated to place staffing topics on the Joint Committee’s agenda one week in advance of each meeting.

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

The purpose of the Committee shall be to endeavor to resolve staffing matters and to provide direct input to the Hospital in formulating RN staffing policies and making RN staffing decisions. Issues to be covered include, but are not limited to:

1. A review of RN staffing on a unit-by-unit basis.
2. The development of a plan to be used to determine needed RN staff, taking into consideration such factors as patient needs, non-nursing staff functions, and available resources, and review of the plan at least quarterly.
3. Scheduling concerns including, but not limited to, holiday and vacation scheduling guidelines, on-call guidelines, floating and overtime concerns.

Specific recommendations will be presented to the Senior Vice President, Patient Care Services. A report of the status of action by the Hospital shall be reported at the following meeting and recorded in the minutes prepared for distribution to the nursing units.

The functioning of the Joint Staffing Committee shall not usurp or displace the functioning of other committees at the Hospital, and nurses acknowledge the importance of their participating in such committees. No matter relating to, or addressed between the parties pursuant to, this Section 2.8 shall be subject to the grievance and arbitration procedure set forth in Article XIII; provided, however, that this sentence shall not preclude an aggrieved nurse’s presenting an otherwise cognizable grievance under Article XIII.
III. MANAGEMENT RIGHTS

The Association recognizes the right of the Hospital to operate and manage the Hospital. Without limiting the generality of the foregoing, the Hospital reserves to itself, subject only to the express provisions of this Agreement, the management of the Hospital, the right to require standards of performance and the maintenance of discipline, order and efficiency; the determination of medical and nursing care standards, operational and other policies; the determination of methods and procedures; the determination of the quantity and type of equipment to be used; the determination of the number and location of facilities and whether the whole or any part of its operations shall continue to operate; the direction of the nurses and the assignment of work; the right to hire, transfer temporarily, discharge, suspend, demote, or to otherwise discipline nurses; the right to lay off nurses and to recall nurses; the right to require reasonable overtime work; the right to promulgate and enforce all rules relating to operations, safety and other matters.

IV. CONTINUITY OF OPERATIONS

4.1. The Association agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sitdowns or slowdowns, picketing (except as provided in Section 4.2), or any other direct or indirect interference with the Hospital’s operations during the life of this Agreement.

4.2. Picketing shall not be considered in violation of Section 4.1 if it meets all of the following criteria: it is engaged in on behalf of the Association, is in compliance with law, is engaged in by nurses during their off duty hours only, is for informational purposes only, does not directly or indirectly interfere with the Hospital’s operations, is limited to matters not subject to resolution through the grievance and arbitration procedure of this Agreement (provided that such limitation shall not apply to a matter as to which a grievance has been pending more than five months and which will be processed to final resolution through such procedure), and is preceded by a written statutory notice which also sets forth the Association’s assurance as to each of the preceding elements.

4.3. The Hospital agrees not to conduct a lockout during the life of this Agreement.

4.4. The Association agrees that, in the event of any violation of Section 4.1, the Association will use its best efforts to cause such violation to cease and to cause work to resume fully.

4.5. The Hospital may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 4.1. Any discipline under this Article shall be subject to the grievance and arbitration provisions of this Agreement.

4.6. The Association agrees that immediate injunctive relief shall be an appropriate remedy in the event of a violation of Section 4.1.
V. **HOURS OF WORK**

5.1. **Normal Work Schedule**

(a) The normal work week for nurses shall be 7:00 a.m. Sunday through 7:00 a.m. the following Sunday and shall consist of 40 hours. The normal work day for nurses consists of eight consecutive hours (except in the cases of nurses who regularly work a different normal work week schedule) with a 30-minute unpaid meal period in the day and evening shifts, which meal period is the nurse’s own time and may be used accordingly. A nurse working a four-hour or longer shift shall receive, subject to the Hospital’s reasonable judgment as to its operating needs, one rest period of 15 minutes for every complete four-hour period during the nurse’s normal work day.

(b) Regular staff will have the first opportunity in their department to fill core scheduling needs for which they are qualified and available to work. Regular staff nurses will have their schedule requests acted upon prior to the approving of the schedule requests of the per diem nurses.

Regularly scheduled and per diem nurses shall submit their time availability four weeks prior to the start of the schedule. Per diem 1 and per diem 2 nurses will be scheduled in advance, where possible.

Scheduling opportunities which exist before the schedule is posted will be filled for core staffing purposes by qualified nurses who have indicated availability in the following order, by seniority:

1. By part-time regularly scheduled nurses (not overtime)
2. By per diem nurses (not overtime)
3. By regularly scheduled nurses, working overtime.

Scheduling opportunities which exist after the schedule is posted will be filled for core staffing purposes by qualified nurses who have indicated availability, in the same order as above, by seniority. During the seven-day period following the posting of the schedule, nurses may indicate any additional availability for unfilled shifts in core staffing, and such unfilled shifts shall not be filled until the end of the seven-day period. If the assignment of a shift would result in overtime for a per diem nurse, such overtime shift will be offered first to regularly scheduled nurses according to seniority.

(c) The parties recognize that certain departments or areas of activity may require operating on odd shifts, and operating needs may require changes in nurses’ assigned hours. Nothing in this Agreement, therefore, shall prevent the Hospital, when in its reasonable judgment its operating needs so require, from changing assigned hours or schedules for any nurse or group of nurses or from determining “odd shifts” in accordance with its judgment of its operating requirements. Prior to implementing any such change, the Hospital will notify the co-chairs of the Association bargaining committee.

(d) Nothing in this Agreement shall prevent the Hospital and a nurse from reaching a written agreement as to a special work schedule for such nurse, provided that (i) the adoption of any such schedule is not inconsistent with any of the provisions of this
Agreement and (ii) prior notice of at least two weeks as to such agreement is given to the Association’s local representative pursuant to Section 2.5. In the event that such representative objects in writing within the notice period to such agreement, such agreement shall not be entered into pending fulfillment by the Hospital and the Association of their statutory bargaining obligations.

(e) If a nurse wishes to work on a special work schedule, she or he shall submit such request in writing to the Hospital and to the Association’s local representative pursuant to Section 2.5. Such request shall be discussed between such nurse and the Hospital, with a member of the Association bargaining committee present, and shall in any event be answered or otherwise responded to in writing within 21 calendar days of receipt by the Hospital. No matter relating to, or addressed pursuant to, this Section 5.1(d) shall be subject to the grievance and arbitration procedure set forth in Article XIII.

(f) Add-On/Reduction of Hours

(i) The Hospital may offer up to 12 hours to be added on to a nurse's already existing schedule to a maximum of a 40-hour weekly shift.

(ii) The Hospital may offer up to 12 hours to be reduced to a nurse's already existing schedule to a minimum of an 8 hour weekly shift.

(iii) All reduced hours will be posted and retained on the affected unit, though the shift where the hours are offered may vary.

(iv) This process will happen in increments up to 12 hours. Reduced hours must be retained (filled) prior to additional reductions taking place on the particular unit.

(v) Reductions and Add-ons will be granted by seniority.

5.2. **Overtime**

(a) All time worked by a nurse, when approved by the Hospital in advance, in excess of eight hours in a day (or in excess of a nurse's regular length of shift, if longer than eight hours) or 40 hours in a week shall be paid for at one-and-one-half times the nurse's regular hourly rate. This provision shall not prevent agreement between the Hospital and any nurse providing for a work schedule of 80 hours within a 14-day period. In such cases, the computation of overtime will be on the basis of one-and-one-half times the nurse’s regular hourly rate for time worked in excess of eight hours in a day (or in excess of a nurse’s regular length of shift, if longer than eight hours) or 80 hours in the 14-day period. For certain roles (e.g., Educators), time off in lieu of overtime pay may be granted by the Hospital, with the agreement of the affected nurse(s). Notwithstanding anything in this subsection 5.2(a) or this Section 5.2 to the contrary, a per diem nurse or a nurse who normally works a workday of fewer than 12 hours who had been scheduled into a predetermined work shift exceeding eight (8) hours in a day (i.e., 10 and 12 hour shifts) by mutual agreement of the nurse and the Hospital, shall not receive overtime pay (time and one-half of the nurse's regular rate) for the hours in excess of eight (8). A "predetermined work shift" is any shift scheduled before the employee's shift commences.
Any time worked in excess of the above predetermined shift shall be paid overtime at the rate of time and one-half of the nurse's regularly hourly rate.

(b) There shall be no duplication or pyramiding of any premium pay or overtime.

(c) “Unplanned” time off pursuant to Section 7.3(f), and other days not worked, do not count as time worked for purposes of determining eligibility for overtime, but “planned” time off pursuant to Section 7.3(e) does so count.

(d) If a nurse is unrelieved for her or his meal period with the approval of her or his Clinical Care Manager/Nurse Manager (or other immediate supervisor), such unrelieved time shall count as time worked for purposes of determining eligibility for overtime.

(e) If a nurse is required by the Hospital to attend a meeting for educational or related business purposes that does not take place during her or his scheduled working hours, the time for such meeting shall count as time worked for purposes of determining compensation and eligibility for overtime.

(f) If a nurse is requested by the Hospital to attend a meeting of a Hospital committee that does not take place during her or his scheduled working hours, the time for such meeting shall count as time worked for the purpose of determining compensation. Each year in December, the Hospital shall post on its intranet a list of all Hospital committees on which nurses participate.

If the time for such meeting, together with other time worked in the same day, exceeds eight hours, no overtime premium pursuant to Section 5.2(a) shall be paid; but if the time for such meeting, together with other time worked in the same payroll period, exceeds 40 hours (or 80 hours, as contemplated in Section 5.2(a)), the Hospital shall have the option of granting the nurse compensatory time off or paying an overtime premium pursuant to the provisions of law. Two members of the Safety Committee shall be RNs appointed by the Association.

(g) If a nurse works a double shift and is scheduled to work a shift that commences within 10 hours after the completion of such double shift, she/he shall not be expected to return to work during such 10-hour period and shall not thereby lose pay for any portion of such scheduled shift that falls within such 10-hour period.

5.3. Working Schedules

The parties recognize that the operating needs of the Hospital require flexibility in the scheduling of nurses and that the Hospital must be free to schedule nurses as the needs of its patients require.

(a) The Hospital shall under normal circumstances post final working schedules in six (6)-week scheduling periods at least two weeks in advance of the start of the periods to which they are to apply. Subsequent to such posting, the Hospital may revise or supersede any schedule so posted; in such instances, the Hospital shall where practicable
notify the affected nurse(s) at least one week prior to the effective date of such modification.

(b) The Hospital intends to continue its present practice with respect to scheduling weekends off, by giving nurses, under normal circumstances, every other weekend off in those Hospital units in which there is weekend work, provided, however, that nurses may be hired to have less than every other weekend off. All nurses who are hired into a scheduled position of 32 hours per week or greater in units in which weekend work is required will be scheduled to work every third weekend. The Association recognizes, moreover, that conditions may arise, from time to time, that necessitate changes in those practices. A nurse normally scheduled to work every third weekend who has volunteered to be scheduled to work every other weekend may return to an every third weekend schedule effective with the next schedule by giving notice of such change at the normal time for schedule requests.

(c) Subject to reasonable exceptions which may be made from time to time in order to provide adequate nursing coverage for patient care, the Hospital will schedule nurses so that, during each six(6)-week scheduling period, a nurse will not rotate off her or his primary shift to more than one alternate shift and not more than 50% of her or his time.

(d) A nurse who has been continuously employed by the Hospital for 15 years or more shall at her or his election not be rotated from her or his primary shift, except to avoid the need for another nurse in the same unit to rotate in excess of 50% of her or his time in a six-week scheduling period. (See Section 5.3(c)). A nurse in the PACU/Henderson area who has been continuously employed by the hospital for fifteen (15) years or more shall, at her/his election not be scheduled to work any shift at or after 11:00 am, except to avoid the need for another nurse in the unit to work more than fifty (50) % of her/his scheduled shifts at or after 11:00 am in a six (6) week time schedule.

5.4. 12 Hour Weekend Program

1. The Hospital may post 12 Hour Weekend positions, 7am – 7:30 pm or 7:15pm – 7:15am as needed.
2. Said positions will be eligible for 24-hour benefits.
3. Said positions will be paid at 36 hours per week.
4. Said positions will be eligible for shift differential as defined in Section 6.4 of the collective bargaining agreement.
5. Said positions are not eligible for weekend differential.
6. For purposes of this agreement only, each 12 Hour Weekend Position is defined as Saturday/Sunday or Friday/Saturday depending on unit needs.
7. Work performed in excess of 12 hours on a weekend shift will be considered overtime and will be paid out as per Section 5.2 of the current collective bargaining agreement.
8. There will be two 15-minute paid breaks on each shift. The 7am – 7:30pm shift will have one 30 minute unpaid meal break. The 7:15pm – 7:15am shift will have one 30 minute paid meal break.

9. Holiday rotation is limited to those holidays falling on the weekend position shifts. Holiday pay will be paid out as per Section 8.1 of the current collective bargaining agreement and in addition to the additional compensation of the 12 Hour Weekend Position.

10. Unplanned Earned Time payment will be paid out in accordance with hours actually worked (12 hours per shift).

11. Planned Earned Time payment will be paid out in accordance with hours actually worked (12 hours per shift). The nurse will have the option of taking an additional 6 hours of earned time per shift to equal compensation for the 12 Hour Weekend Program.

12. In the event that the Hospital discontinues this program, any nurse hired into a 12 Hour Weekend Position will be considered a 24 hour per week employee. 7am – 7:30pm will be considered a 24-hour day position, 7:15pm – 7:15am will be considered a 24-hour night position.

13. Unless specifically referenced above, all other terms and conditions of employment will be subject to the provisions of the existing collective bargaining agreement.

5.5 Weekend/Holiday Requests

Any RN who works in a department that operates twenty-four (24) hours per day and seven (7) days per week, and has been a bargaining unit RN at NWH for 30 or more years may request their scheduled weekend and holiday time off and will be granted such time off provided that no other RN on the applicable unit will have their weekend or holiday rotation increased.

Nurses with Thirty (30) or more years of experience at Newton Wellesley Hospital who work in Pre-Testing, Pre-Op, Day Surgery, OR or PACU will not be required to do weekend shifts, scheduled or on call, provided that this does not cause any RN on the applicable unit to be assigned more than three (3) weekend shifts of work or call in the six (6) week schedule. A nurse may voluntarily participate in the scheduled or on-call weekend shifts, if he/she chooses to, and then, all rights of seniority will apply.

VI. SALARIES

6.1. Basic Salaries

(a) The Salary Schedule as effective December 2, 2012 is set forth in Appendix A. The job classifications within each grade are set forth in section (c) below. After the Hospital has placed a nurse on a step within her or his salary grade, such nurse shall progress to higher steps on the Salary Schedule on her or his anniversary date at the rate of one (1) step per year up to the maximum step; provided, however, that a per diem nurse shall not progress to a higher step until she or he has also (i) complied with the requirements of Section 1.3(b) for four (4) quarters, (ii) met the annual holiday work requirement of Section 1.3(b), and (iii) completed at least 208 hours of work.
(b) Effective December 1, 2002, Per Diem 1 nurses, as defined in Section 1.3(b) shall be paid a 10% differential above the salary rate into which their job classification and seniority would place them in accordance with Appendix A for all hours worked, but they shall not be otherwise entitled to other compensation or benefits pursuant to the terms of this Agreement. Notwithstanding the previous sentence, those nurses who were employed as per diem nurses as of December 31, 1999 and who were receiving benefits as of that date will retain their salary rate and benefits eligibility as in effect on December 31, 1999.

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<td>POD Coord</td>
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Effective December 2, 2012

i. The pay scales for Level 1 and 2 will be increased by 1%
ii. Normal step movement will continue
iii. 0.4% will be added to the current step 19, making this step 2.15% above the preceding step
iv. A bonus, as follows, will be paid within 3 weeks of ratification for nurses employed on ratification date, based on scheduled hours determined as of the payroll date closest to ratification:
   1. If hired on or before March 31, 2012
      a. Regularly scheduled 30-40 hours $750
      b. Regularly scheduled 16-29 hours $375
c. Others, if worked at least 400 hours in FY 12 $188

2. If hired between April 1, 2012 and September 30, 2012
   a. Regularly scheduled 30-40 hours $375
   b. Regularly scheduled 16-29 hours $188
   c. Others, if worked at least 400 hours in FY 12 $188

Effective December 1, 2013

i. The pay scales for Level 1 and 2 will be increased by 1%
ii. Normal step movement will continue
iii. 0.4% will be added to the current step 19, making this step 2.55% above the preceding step

Only those RNs on the payroll as of the date of ratification will be eligible for retroactivity back to December 2, 2012.

6.2. **Newly Employed Nurses**

Newly employed nurses who have prior experience shall be placed on the step within the applicable rate range which the Hospital determines is appropriate based upon such prior experience.

6.3. **Degree Differential**

A nurse with a Bachelor’s in Nursing shall, if such a degree is not required for the position; effective November 30, 2003 receive a differential of $0.25 per hour. This differential is available for a Bachelor’s in Nursing or for a nationally acknowledged certificate in the primary area in which the nurse is working, or a certificate which has been approved by the Senior Vice President, Patient Care Services in her discretion.

A nurse with a Master’s Degree in Nursing shall, if such a degree is not required for the position; effective November 30, 2003 receive a differential of $0.45 per hour.

A nurse with a Doctoral degree in nursing shall receive a degree differential of $0.55 per hour.

In addition, a nurse receiving a degree differential on December 23, 1983 for a non-nursing degree shall continue to receive such differential at the rate of $0.08 per hour, $0.13 per hour or $0.25 per hour, as applicable.

A nurse shall be eligible for only one differential under this section 6.3 at any one time.

Differentials, as above, will be paid effective as of the date the nurse submits documentation using the MNA self-Declaration form, establishing that the degree or certification has been earned. Upon request, a date-stamped receipt will be given to the nurse upon delivery of the declaration form.

A nurse who fails to achieve re-certification must notify Human Resources within 30 days.
Newly hired nurses will be given and have explained to them the purpose of the MNA self-declaration form during the process of their initial hiring into a bargaining unit position.

6.4. **Shift Differential**

A nurse working between the hours of 3:00 p.m. and 11:30 p.m. shall receive, for hours worked during such period, a shift differential of $2.00 per hour, effective December 1, 2002. A nurse working between the hours of 11:15 p.m. and 7:15 a.m. shall receive, for hours worked during such period, a shift differential of $4.00 per hour effective November 30, 2008. The applicable differential shall be included in computing Earned Time pay, bereavement pay and jury duty pay for those nurses who are permanently assigned to shifts for which they are regularly paid a shift differential. The shift differentials shall not apply unless the hours worked on the applicable shift, either between 3:00 p.m. to 11:30 p.m. for evenings or between 11:15 p.m. and 7:15 a.m. for nights, equal four or more hours on such shift in the workday.

6.5. **Weekend Differential**

A nurse who works weekend hours (the weekend running from 11:15 p.m., Friday, to 11:15 p.m., Sunday) shall be paid a differential at the rate of $2.00 per hour effective December 3, 2006, for all hours worked during such hours. The weekend differential shall not apply unless the hours worked during the weekend equal four or more hours. Weekend differential shall not be included in computing any pay for time not actually worked.

6.6. **On-Call and Call Back**

(a) Nurses who work in the Operating Room, PACU, Maternal Child Health, Gastrointestinal, Radiology or Intensive Care Unit and who are assigned to be on-call will be paid at the rate of $5.00 per hour ($6.00 per hour for nurses with 25 or more years of continuous employment) for each hour they are on call, provided that on-call assignments shall not be extended to any new units until and unless the Association has had an opportunity to negotiate about such extension to the extent required by law. If called to work during the on-call period, they shall be paid for all time worked but in no event for less than three hours at time and one-half their regular hourly rate for each separate call answered. Pay for call back hours worked at time and half will not include travel time to and from the Hospital; instead travel time will be paid at the on-call rate. A nurse who is not immediately available when called, or who does not report to work within 30 minutes of being called or at the time requested, whichever is later, shall forfeit any rights she or he would have had to receive any on-call pay; provided, however, that PACU/Henderson nurses shall have a forty-five (45) minute lead time to report for call (45 minutes from the time they are called in to report to the hospital).

(b) If a nurse who is scheduled to work a normal day shift has been called in from on-call status on the immediately preceding night shift and has worked for at least four hours between the hours of 11:00 p.m. and 7:00 a.m., such nurse may request to be absent from part of such normal day shift. Such request shall be subject to the Hospital's reasonable judgment as to its staffing needs. If such request is granted, such nurse shall
have the option of (i) utilizing her or his ET account pursuant to Section 7.3(f), or (ii) not utilizing her or his ET account pursuant to Section 7.3(b)(6).

(c) A nurse who has been continuously employed by the Hospital for 25 years or more shall not be required to take on-call, except to avoid the need for another nurse in the same unit to take on-call more than 48 hours in a six-week scheduling period.

6.7. **Charge Nurse**

(a) Relief Charge, Relief Pod Coordinator. A Staff Nurse who is assigned to be in charge of a unit or to function as a Pod Coordinator on a relief basis for one hour or longer, shall be paid a relief charge or a relief pod coordinator differential for hours worked on such duty at the rate of $2.50 per hour.

(b) Permanent Charge Nurse. A Staff Nurse who is appointed to the position of Permanent Charge Nurse shall be paid at Salary Level 2.

(c) Patient Assignment. Any nurse in the role of charge nurse on a floor will be given an initial patient assignment of one (1) patient less than the number of patients assigned to the other nurses during the shift that he/she is in the Charge role. The parties acknowledge that certain circumstances may require the Charge Nurse to be assigned even fewer patients and, in those circumstances, the Charge Nurse has the authority to reassign patients to other nurses as warranted.

(d) The Hospital will not assert that a staff nurse has been rendered a “supervisor,” within the meaning of the National Labor Relations Act, through his/her performance of duties as a Relief Charge or Permanent Charge Nurse.

6.8. **OR Resource Nurse**

An OR Resource Nurse and a Laser Nurse shall be paid a differential of $1.75 per hour, effective January 31, 2008.

6.9. **Preservation of Salary Rate**

Any person newly employed by the Hospital as a nurse who was previously employed by the Hospital and whose most recent such employment was in a non-RN, non-supervisory, non-managerial position within the Hospital shall upon such new employment be paid at a wage rate within the applicable rate range which is not less than the wage rate at which she or he had been paid during such previous Hospital employment.

6.10. **Nurse Performing Duties in Higher Grade Classification**

When a nurse performs the duties of a higher grade classification, he/she will receive the higher pay rate for the period of performance provided that such duties are performed for at least one hour.
6.11. **Floating**

A nurse who has been floated shall not be required or directed to perform any duties or functions which she/he is not competent to perform, in accordance with the Nurse Practice Act. A nurse who has been floated to an area shall be provided a unit familiarization prior to commencing nursing services in that area for the first time.

An RN is a professional with specialized education and training. Therefore, unless it is to meet unforeseen emergency circumstances, a nurse shall not be floated for the primary purpose of performing non-nursing functions.

6.12. **Henderson Second Call**

Nurses who work in Henderson may be assigned to be on second call in accordance with Article 6.6, and 1.3 provided that:

i. The present practice of seeking volunteers will continue, and volunteers will also be sought on a Hospital-wide basis;

ii. If a shift is not covered, it may be assigned by rotation starting with the least senior nurse in accordance with Article 5.3a;

iii. A nurse with 25 or more years of continuous employment will not be assigned a call shift.

6.13. **Weekend Bonus**

(a) For an additional weekend shift (the weekend running from 11:15 p.m. Friday to 11:15 p.m. Sunday) that an employee is scheduled and works, he/she will receive a bonus of $50.00 for each additional 4-hour shift, $100.00 for each additional 8-hour shift or $150.00 for each additional 12-hour shift.

Bonus payment will be made with routine payroll.

An additional shift is defined as any shift over and above employment commitment.

Bonus-eligible shifts will be identified by the Nurse Manager.

In order for per diem to qualify, they must have met their weekend requirement, which is subject to cancellation and is not eligible for bonus dollars.

(b) All bonus shifts booked two weeks in advance will not be subject to cancellation.

Bonus shifts booked within 2 weeks of the posted need are subject to cancellation based on operational need. Cancellation will occur in the following order: Per Diem employees will be cancelled first, full-time employees will be cancelled next and part-time employees will be cancelled last.

All bonus shifts are assigned on a rotation basis as designated and determined by the Nurse Manager of each unit.
VII. **EARNED TIME PROGRAM**

7.1. **Applicability**

The Earned Time program set forth in this Article shall be applicable to all full-time and regular part-time nurses. The Earned Time program described in this Article shall not be applicable to per diem nurses.

7.2. **Accrual of Earned Time**

(a) Rates of Accrual. Each eligible nurse will accrue earned time (“ET”) at the following rates:

Prior to a nurse’s completing five years of continuous employment, she or he will accrue ET at the rate of 0.12692 hours for each straight-time hour paid (not to exceed eight hours in a day or, for a nurse whose regular length of shift is more than eight hours, not to exceed such regular length of shift; and not to exceed 40 hours in a week or 80 hours in a two-week period for nurses whose work period is 80 hours) (e.g., 33 days annually for a full-time nurse). Upon completion of five years of continuous employment, a nurse will accrue ET at the rate of 0.14615 hours for each straight-time hour paid (not to exceed eight hours in a day or, for a nurse whose regular length of shift is more than eight hours, not to exceed such regular length of shift; and not to exceed 40 hours in a week or 80 hours in a two-week period for nurses whose work period is 80 hours) (e.g., 38 days annually for a full-time nurse). Upon completion of 17 years of continuous employment, a nurse will accrue ET at the rate of 0.16538 hours for each straight-time hour paid (not to exceed eight hours in a day or, for a nurse whose regular length of shift is more than eight hours, not to exceed such regular length of shift; and not to exceed 40 hours in a week or 80 hours in a two-week period for nurses whose work period is 80 hours) (e.g., 43 days annually for a full-time nurse). All nurses on former salary level 2 (as in effect during the parties’ 2007 – 2010 collective bargaining agreement) with less than 5 years of seniority will be considered grandfathered with no decrease in accruals.

Earned time shall be posted to each individual nurse’s ET account upon the completion of each work week.

(b) Maximum Accrual. Full-time nurses shall be entitled to accrue a maximum of 60 ET days, i.e., 480 ET hours. Regular part-time nurses shall be entitled to accrue as a maximum number of ET days (or hours) that proportionate part of 60 days (or 480 hours) that the hours for which they are hired bears to 40. (E.g., a nurse hired to work 16 hours per week shall be entitled to accrue a maximum of 24 ET days, i.e., 192 ET hours.)

(c) No Accrual. Earned time will not be accrued for hours that represent pay taken in lieu of time off.

(d) In determining a nurse’s length of “continuous employment”, the Hospital shall include time spent by the nurse as an employee of another Partners’ entity on or after
January 25, 1999, provided that this shall only apply to the accrual of hours subsequent to the date of ratification and shall not result in a nurse’s being credited with more than one year of continuous employment for any 12 month period.

7.3. **Use of Earned Time**

(a) **Initial Eligibility.** A nurse shall not be eligible to use accrued ET until she or he has completed her or his probationary period.

(b) **Usage.** All absences for, e.g., vacation, holidays, personal time and sickness will be charged to a nurse’s accrued ET account, except for the following;

1. Absences pursuant to Sections 10.1 (Bereavement), 10.2 (Jury Duty), and 10.4 (Military Training).
2. Absences for which nurses are not entitled to be paid.
3. Absences due to personal illness where a nurse is eligible to, and elects to, utilize her or his Long-Term Illness Bank pursuant to Section 7.8 instead of utilizing ET.
4. Absences due to personal illness that extend beyond 10 consecutive workdays of a nurse, where such nurse elects to be on unpaid leave beyond the 10th such day (provided, however, that with respect to each additional such instance commencing within 12 months of the first such instance of absences due to extend beyond 10 consecutive workdays of a nurse, such nurse may elect to be on unpaid leave beyond the third such day).
5. Absences of up to eight hours (or, for a nurse whose regular length of shift is more than eight hours, up to such regular length of shift) on a day when both the nurse and the Hospital agree that the nurse may be absent on that day because her or his services are not needed for staffing reasons: provided that (i) either the nurse or the Hospital may initiate such a proposal; (ii) no such agreement may be made before the day on which the absence is to occur; and (iii) the Hospital’s judgment on releasing the nurse shall be final and not subject to Article XIII.
6. Absences pursuant to Section 6.6(b).

(c) **Yearly Minimum Usage.** Full-time nurses are required to use a minimum of 10 ET days (i.e., 80 hours) each calendar year, and regular part-time nurses are required to use as a minimum number of ET days (or hours) that proportionate part of 10 days (or 80 hours) that the hours for which they are hired bears to 40. (E.g., a nurse hired to work 16 hours per week is required to use a minimum of four ET days, i.e., 32 ET hours.)
(d) **Daily Minimum Usage.** ET must be used in increments of one hour, except with the prior approval of the Nurse Manager or other applicable supervisor.

(e) **Usage for “Planned” Time Off**

1. **General.** ET may be used for “planned” time off, i.e., time off for vacation or for personal reasons, as to which advance scheduling is possible. The Hospital reserves the right to schedule ET for “planned” time off in accordance with its reasonable judgment as to its operating requirements. If the Hospital cannot grant a nurse's request for his/her use of earned time, it shall discuss with the nurse reasonable alternatives to such request. This notification must occur three weeks prior to the beginning of a six week scheduled time block.

The Hospital’s goal is to provide on each unit during each schedule the number of available “planned” time off hours that the Hospital determines are consistent with its operating needs for such unit and schedule. The Hospital will post those hours on each unit for each schedule. The parties recognize that staffing considerations on a unit may prevent the Hospital from meeting the goal in a particular schedule(s); however, subject to the provisions of the first paragraph of Section 5.3, the Hospital shall endeavor to award in each schedule the number of hours so posted.

2. **Vacations.** In assigning “planned” time off among nurses for vacations, the Hospital will endeavor to give effect within a given nursing unit to nurses’ preferences in order of seniority (as defined in Section 12.1(b)), subject to the Hospital’s right to require nurses to express their preferences sufficiently in advance to permit proper planning. Hospital nurses desiring to schedule vacation time during the period of July 1 through the week of Labor Day shall express their preferences in writing on or before February 15th. Vacation request schedules shall be posted for a minimum of thirty (30) days. The Hospital agrees to post vacation request schedules not later than January 15th. The final approved vacation schedule shall be posted on each of the nursing units on or before April 1st. Prior to final posting of the schedule for said period, all nurses not approved for their requested vacation time shall be informed of available weeks (that is, weeks remaining after other nurses have been granted their preferences), in order of seniority. A nurse’s vacation shall be limited to two weeks during the period July 1 through Labor Day week; additional vacation time for such a nurse during such period may be approved only where the Hospital deems this practicable in light of staffing considerations. Vacation time off which has been scheduled may be rescheduled in the event of hospitalization of the nurse which occurs before the vacation begins. Subject to the Hospital’s reasonable judgment as to its operating needs, a vacation may be scheduled to commence on any day in a nurse’s work week. All vacations will include the weekends included in
the period granted for vacation unless otherwise agreed upon between the nurse and his/her clinical care manager.

(3) **Holidays.** A nurse scheduled to be off on a holiday listed in Section 8.1 shall be paid from her or his ET account to the extent needed to make up the difference between the nurse’s hours worked and regularly scheduled hours during the workweek in which the holiday falls. To be eligible for ET usage on a holiday off, a nurse must work her or his last scheduled work day before the holiday and her or his first scheduled work day after the holiday and the holiday, if so scheduled, unless her or his absence is excused by the Senior Vice President, Patient Care Services (or other applicable Department Head for nurses who are not part of the Nursing Department). In no event will a nurse be eligible for ET usage for a holiday which is observed during a calendar week in which the nurse has done no work for the Hospital. In addition, regular part-time nurses who work less than five days per week will be entitled to such ET usage only if they work (or are authorized to be absent on) all the remaining scheduled hours for the week in which the holiday falls.

(f) **Usage for “Unplanned” Time Off**

(1) **General.** ET may be used for “unplanned” time off, i.e., time off where a nurse is unable to attend work because of personal illness, illness in the immediate family, and compelling personal business as to which advance scheduling is not possible. To be eligible to use ET for “unplanned” time off, a nurse (i) must give notice of her or his absence to the designated supervisor (or, in the case of nurses in the Nursing Department, to the Staffing Office [or, when the Staffing Office is not staffed, to the applicable Nursing Coordinator] at least 90 minutes prior to the nurse’s scheduled starting time if she or he works the day shift or three hours prior to her or his scheduled starting time if she or he works the evening or night shift, unless her or his failure to give such notice is for reasons that are reasonably satisfactory to the Hospital; and (ii) must furnish evidence satisfactory to the Hospital if the absence is five or more consecutive work days, or if the absence is less than five work days and the Hospital so requests (provided that no such request shall be made for the purpose of harassment).

(2) **Illness.** To be eligible to use ET for personal illness, a nurse must also (i) report to the Employee Health Office for clearance before returning to work in the Obstetrical Unit (or before returning to work in other units if the illness or disability exceeds five days or if the Hospital so requests); and (ii) apply for Workers’ Compensation benefits (in the case of a personal job-related disability) and, in the event that such benefits are received, must reimburse the Hospital for any pay that has been advanced during the period of such nurse’s absence.
7.4. **Pay for Earned Time**

ET pay shall be the nurse’s regular straight-time hourly rate plus evening or night shift differential, if applicable, and shall not exceed eight hours in a day or, for a nurse whose regular length of shift is more than eight hours, shall not exceed such regular length of shift.

7.5. **Earned Time Accrual in Excess of the Maximum**

When a nurse’s ET account reaches the maximum ET accrual specified in Section 7.2(b), additional ET accrual shall be disposed of, at the nurse’s election, as follows:

(a) The nurse may schedule at least 40 ET hours off within the next 60 days; or

(b) The nurse may receive 40 ET hours pay in lieu of time off; or

(c) The nurse may convert 40 ET hours to 64 hours in the nurse’s Long-Term Illness Bank (see Section 7.8).

If the nurse fails to exercise an election within 15 calendar days of notification by the Hospital, 40 ET hours will be automatically converted to 64 hours in the nurse’s Long-Term Illness Bank. For regular part-time nurses, the pro-ration formula set forth in Section 7.2(b) shall be applicable to options a, b and c, above.

7.6. **Cash Surrender of Earned Time**

Upon conversion to per diem status or upon voluntary resignation of her or his employment, a nurse who has completed her or his probationary period will be paid for all accrued ET in such nurse’s account, provided that the nurse has given required notice of resignation. In the case of an involuntary termination, such a nurse will be paid for all accrued ET. In the case of the death of such a nurse, all accrued ET in the nurse’s account will be paid to her or his beneficiary.

7.7. **Emergency Cash Withdrawal of Earned Time**

In the case of an emergency, a nurse who has completed her or his probationary period may withdraw for cash up to five of her or his accrued ET days per fiscal year, provided that any such withdrawal is approved in advance by the Senior Vice President, Patient Care Services within her or his sole discretion.

7.8. **Long-Term Illness Bank**

In the case of a nurse’s absence due to personal illness or illness of a nurse’s spouse, domestic partner, parent or child that extends beyond two consecutive workdays for such nurse, she or he may elect to utilize her or his Long-Term Illness Bank instead of her or his ET account for absences in excess of two consecutive workdays. Usage of days in the nurse’s Long-Term Illness Bank will be subject to the eligibility requirements of Sections 7.3(f)(1) and (f)(2), and
unused days in the nurse’s Long Term Illness Bank will not be paid upon termination or upon conversion to per diem status.

VIII. **HOLIDAYS**

8.1. **Holiday Work**

A nurse who satisfies the eligibility conditions specified below will be entitled to holiday premium pay computed on the basis of one-and-one-half times her or his straight-time pay, including evening or night shift differential, if applicable, when any of the following holidays is observed on a day on which the nurse works:

- New Year’s Day
- Presidents’ Day
- Patriot’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

For purposes of this Agreement, each holiday listed above shall mean and be observed under this Agreement on the day established by the law of Massachusetts for its observance, as a legal holiday, except for (i) Christmas Day, which shall be observed for 32 hours (for holiday premium purposes only and not for purposes of staffing or rotation) commencing with the evening shift on December 24, (ii) New Year’s Day, which shall be observed for 24 hours commencing with the evening shift on December 31 and (iii) Independence Day and Veterans Day, which shall be observed (for holiday premium purposes and for purposes of staffing and rotation) on the weekend if falling on the weekend. Holiday premium pay shall not apply unless (i) the hours worked on the holiday equal four or more, or (ii) a nurse is requested by the Hospital to work for less than four hours on a holiday that she or he would otherwise have off.

For full-time and regular part-time nurses, holiday premium pay shall be computed on the basis of the number of hours which the nurse actually works on the day on which the holiday falls, up to a maximum of eight hours (or, for a nurse whose regular length of shift is more than eight hours, up to such regular length of shift). Nurses who normally work 12 hour shifts may work 8 hour shifts during a holiday if it is mutually agreed upon by the nurse and the nurse manager.

8.2. **Scheduling**

The Hospital intends to continue its present practice with respect to holidays off, by giving nurses, under normal circumstances, every other holiday off. Effective December 1, 2000, nurses who have been employed by the Hospital for 20 years or more shall be scheduled to work every third holiday including at least one major winter and one major summer holiday. The Association recognizes, moreover, that conditions may arise, from time to time, that necessitate changes in those practices. When a nurse is scheduled to work on a holiday which falls on a weekend on which she or he would otherwise not be scheduled to work, the holiday schedule shall take precedence.
IX. **INSURANCE PROGRAMS**

9.1. **Medical and Dental Insurance**

(a) Medical and dental insurance coverage under Partners Plus, Blue Care Elect Preferred, Tufts Health Plan, Harvard Pilgrim HealthCare, or a substantially equivalent program(s) will be made available to nurses either who are in a position for which they are scheduled to work 16 hours or more per week, or who actually average 16 hours or more of work per week in a January 1 to June 30 or July 1 to December 31 period. In the latter case, the nurse must notify the Hospital’s Director of Human Resources (or her/his designee) if she or he wishes to participate, and her or his actual hours worked will then be determined; such nurse will then be eligible for participation during the six-month period commencing the following August 1 and February 1, respectively. A nurse who wishes to participate must enroll at the times provided for in the Plan and in accordance with the provisions of the Plans. The availability of medical and dental insurance coverage to nurses who are in a position for which they are scheduled to work 16 or more but less than 24 hours per week, or who actually average 16 or more but less than 24 hours per week during such periods, shall be subject to the concurrence of the insurance carrier to the extent applicable.

Retrospective averaging of hours shall be performed as follows: (i) on-call hours will not be included as “actual hours worked,” and (ii) hours worked in premium pay roles, such as relief charge or relief Pod Coordinator, will only be counted to reflect the actual number of hours worked, and not double-counted.

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

1. **Medical Insurance**. The Hospital and the nurse will share the cost for either individual or family coverage. The Hospital’s financial commitment will be set as a percentage of the Partners’ Plus medical plan, and will vary with the type of coverage and the nurse’s weekly hours. Nurses choosing other medical plan options will pay the full difference between the cost of the plan selected by the nurse and the dollar amount determined as the Hospital share according to the following schedule:

   **Effective January 1, 2004:**

   Full-time nurse - The Hospital will (i) pay 90% of the cost of individual coverage under the Partners’ Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share or (ii) pay 81.5% of the cost of family coverage under the Partners’ Plus plan with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share.

   Part-time nurse (35-39 hours per week) – The Hospital will (i) pay 78.75% of the cost of individual coverage under the Partners’ Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share or (ii) pay 71.3% of the cost of family coverage under the Partners’ Plus plan with
the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share.

Part-time nurse (30-34 hours per week) - The Hospital will (i) pay 67.5% of the cost of individual coverage under the Partners’ Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share or (ii) pay 61.1% of the cost of family coverage under the Partners’ Plus plan with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share. Effective January 1, 2006, the Hospital will (i) pay 70% of the cost of individual coverage under the Partners’ Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share or (ii) pay 65% of the cost of family coverage under the Partners’ Plus plan with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share.

Part-time nurse (24-29 hours per week) - The Hospital will (i) pay 54% of the cost of individual coverage under the Partners’ Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share or (ii) pay 48.9% of the cost of family coverage under the Partners’ Plus plan with the nurse paying the cost of the plan chosen by the nurse less the Hospital’s share.

Part-time nurse (16-23 hours per week) - The nurse will pay 100% of the cost of coverage, whether individual or family.

2. Dental Insurance

Effective January 1, 2004:

Full-time nurse - The Hospital and the nurse will share the cost of individual coverage or family coverage on a 75%-25% respective basis.

Part-time nurse (35-39 hours per week) – The Hospital and the nurse will share the cost of individual or family coverage on a 67.5%-32.5% respective basis.

Part-time nurse (30-34 hours per week) - The Hospital and the nurse will share the cost of individual or family coverage on a 60%-40% respective basis

Part-time nurse (24-29 hours per week) - The Hospital and the nurse will share the cost of individual or family coverage on a 40%-60% respective basis.

Part-time nurse (16-23 hours per week) - The nurse will pay 100% of the cost of coverage, whether individual or family.

3. Effective July 1, 2003 (or earlier if administratively practicable), the Hospital shall offer an annual eye examination benefits for nurses participating in the Partner Plus medical plan.
9.2. **Life Insurance**

The Hospital will provide, at its own expense, for nurses who are employed to work 20 or more hours per week and who have completed one year of continuous employment at the Hospital life insurance benefits, as follows:

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Age 65</td>
<td>One time the nurse’s basic annual earnings rounded to the next higher $100.</td>
</tr>
<tr>
<td>Age 65 and over</td>
<td>The amount of coverage is reduced by 8% per year for five years. At age 70, the amount of coverage is reduced to 60% of the original amount.</td>
</tr>
</tbody>
</table>

Nurses are also eligible to participate in the Hospital’s Supplemental Life Insurance Program, pursuant to which they may obtain additional life insurance coverage for themselves, their spouses, children and grandchildren. The cost of this program is assumed by the nurse.

9.3. **Malpractice Insurance**

The Hospital will provide, at its own expense, malpractice insurance coverage for nurses in amounts of $5,000,000/$10,000,000. This coverage applies only when nurses are working for the Hospital.

9.4. **Worker’s Compensation**

The Hospital will provide, at its own expense, worker’s compensation coverage in accordance with the Massachusetts Worker’s Compensation Law.

9.5 **Retiree Medical Savings Account**

Effective four weeks from ratification, the Hospital shall establish a Retiree Medical Savings Account ("RMSA"), for full-time and regular part-time nurses eligible to participate and electing to do so. The RMSA shall provide an account to which eligible nurses may contribute up to $4500 per calendar year, on an after tax basis. Starting with respect to the plan year commencing January 1, 2006, a participating nurse shall be eligible for contributions by the Hospital, and all amounts credited to a nurse’s account shall accumulate interest at a guaranteed rate of interest. Amounts in a nurse’s RMSA can be used for qualified medical expenses. A participating nurse shall be eligible to continue in a group medical insurance plan maintained by or on behalf of the Hospital. If the Hospital extends this RMSA program to any other employees before July 1, 2005, it shall be implemented as of that earlier date for the bargaining unit. If the Hospital increases the Hospital contributions under the RMSA plan for any other employees during the life of this agreement and/or implements the Hospital contribution earlier than January 1,
2006, then that same benefit shall be extended to the bargaining unit at the same time as it is extended to the other employees.

The terms of the RMSA program are as follows:

A. Eligibility

A nurse shall be eligible to participate for the full calendar year in which she or he turns 50, and for each subsequent year in which the nurse continues to hold a full-time or regular part-time (regularly scheduled to work 20 or more hours per week) position.

B. Nurse’s Contributions

A participating nurse may contribute up to a maximum of $4500 per calendar year, and shall contribute a minimum of $10 per week during any week in which a contribution is made. The nurse’s contributions shall be on an after tax basis, and shall be made by authorized payroll deduction. A nurse shall be immediately vested in contributions made by her, and in the interest accumulating on those contributions.

C. Hospital’s Contributions

Starting with respect to the plan year commencing January 1, 2006, the Hospital shall make a matching contribution for each eligible nurse at the end of each calendar year (without regard to whether the nurse is still actively employed at the end of the calendar year) as follows: the Hospital shall contribute an amount equal to one-half the amount contributed by the nurse during that calendar year, to a maximum annual Hospital contribution of $750 for any one nurse, subject to a total maximum Hospital contribution of $11,250 during a nurse’s employment with the Hospital.

The nurse shall become vested in Hospital matching contributions made on her behalf, and interest accumulating on those contributions, upon the later of (i) completion of five years of service at the Hospital and (ii) attainment of age 55. A nurse terminating employment with the Hospital prior to completion of five years of service or prior to age 55 shall forfeit any matching contributions, as well as any interest accumulated with respect to those contributions.

D. Interest on Contributions

Interest shall be credited to amounts contributed by either the nurse or the Hospital at the greater of (i) the rate payable on one year Treasury bills plus 1% or (ii) 5% per annum. Interest shall be credited at year end based on the opening balance each year.

E. Termination Prior to Retirement

An employee who terminates from the employ of the Hospital for reasons other than retirement, under the Hospital’s retirement plan, will be required to use the account for reimbursement of qualified, post-tax medical expenses. Such an employee will not be eligible to participate in the group medical insurance program maintained by or on behalf of the Hospital.
F. Death Benefits

Under federal regulations, a RMSA account can only be used to reimburse an employee or his/her spouse for qualified medical expenses. In the event a married nurse dies before his/her spouse, the entire vested account balance, if any, can be used by the spouse for reimbursement of medical expenses. If the nurse previously converted his/her account under the lock-in option to a lifetime annuity to be applied to the costs of a Hospital sponsored medical plan, those payments made to the retiree would cease upon death and no additional benefits would be payable from the plan. However, prior to the death of the nurse, the nurse can also choose a lifetime annuity for his/her spouse to be applied to the spouse’s costs of a Hospital sponsored medical plan, which would continue for the spouse’s lifetime.

If an unmarried participant or surviving spouse dies and a vested balance remains in the account, a lump sum death benefit is payable to a named beneficiary or to the estate. The value of the lump sum benefit is based on the nurse’s contributions to the plan, reaching a maximum of $100,000 at age 65 for those who have contributed the maximum annual amount to the RMSA for at least 15 years. The value of the death benefit is reduced based on the greater of (i) the nurse’s age at her death or (ii) the age the nurse would have been at the date of death of her surviving spouse, declining from 100% at age 65 to 35% of the age 65 lump sum amount at age 80. All benefits paid from the RMSA for qualified medical expenses as allowed in the plan are excluded from federal income taxes. All death benefits will be paid separately from the plan and will be excluded from federal income taxes.

To assure that the plan is used primarily for postretirement medical expenses, only death benefit eligible accounts, or accounts which are in suspension as described below, qualify for the death benefit. Death benefit eligible accounts are those accounts where withdrawals over a period of two consecutive calendar years are at least equal to two times the annual average costs for the Hospital sponsored medical plan for which the nurse or surviving spouse is eligible for the years in question.

In order to preserve the death benefit, nurses who retire may elect at that time to defer accessing their account under the plan for a predetermined number of years specified by the nurse at the time he or she makes this election (if a nurse dies before retirement, the surviving spouse, if any, may make this election at the time of the nurse’s death). This request must be in writing and specify the number of years that the nurse wishes to suspend access to the account. Such an election may be made only once.

However, the nurse may utilize the account during each year of the suspension up to the amount of $1,500 per year for deductibles, co-payments, and other qualified expenses during the period of time the account is otherwise suspended.

At any time during the suspension period, the nurse may provide written notification under rules determined by the administrator that the nurse elects to end the suspension period and begin fully utilizing the account as a death benefit eligible account.
G. Post-Retirement Participation in Group Plan

A nurse may continue in the Plan if she or he has not exhausted the funds in her or his account or the nurse has elected to annuitize her or his retirement benefits under the Hospital’s retirement plan.

Upon retirement, a participating retiree may elect one of two options under the RMSA (a) lock-in option which provides a guaranteed lifetime annuity with payments increasing by two percent (2%) from year to year to be used toward the cost of Hospital-provided medical coverage for the nurse and her or his dependents or (b) the draw-down option which provides for withdrawals from the nurse’s account to pay for qualified medical expenses for the nurse and her or his dependents. Under the draw-down option, interest continues to accrue on the unused balance during retirement. Qualified expenses include medical plan premiums (Hospital-provided or other plans); Medicare Part B and Part D premiums; co-payments and deductibles; uninsured medical, dental and vision costs.

A participating nurse who retires from the Hospital shall be eligible to continue to participate in the Hospital's Partners Plus Medical Plan, as it may be changed from time to time for active employees of the Hospital generally, or such successor plan as may be so in effect for such active employees, and upon attainment of age 65 in the Partners Medicare Supplement, as it may be changed from time to time, in each instance by paying the full amount of the age-graded premium determined by the Hospital from time to time.

H. Plan Tax Qualification

The Hospital will request from the Internal Revenue Service (IRS) an opinion letter as to the tax qualification status of the VEBA trust, as soon as practicable. The Hospital will make each nurse whole for any adverse tax impact actually incurred by the nurse as a result of an IRS ruling in response to such request disqualifying the plan up to, but not beyond, the date the Association is notified of the disqualification date.

9.6 Changes in Insurance Programs

Any changes with respect to the programs described in this Article which are implemented by the Hospital during the term of this Agreement will be applied to members of the bargaining unit on the same basis as applied to other Hospital employees, and the Association waives its right to bargain concerning any such changes during the term of this Agreement. The parties agree that the purpose of this section is to permit the Hospital to operate its insurance programs on a consistent Hospital-wide basis and, if any changes would result in an overall (net) reduction in benefits or overall (net) increase in eligibility requirements under a program, then the Hospital will not implement such changes without first bargaining with the Association. The issue of whether or not there has been an overall (net) reduction in benefits or overall (net) increase in eligibility requirements shall be arbitrable under this Agreement.

9.7 Insurance Policies and Contracts Govern

It is understood that the Hospital does not itself operate the insurance programs in the preceding sections of this Article but maintains policies or contracts with insurance companies
which will administer said programs. The benefits and eligibility requirements under these programs, briefly described in said sections, shall be as fully provided in the applicable insurance policies and contracts. The benefits under such programs shall be subject to such conditions and limitations as are set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

9.8 Federal or State Legislation

Should any Federal or State legislation be effective during the term of this Agreement providing benefits equivalent to any of those provided under this Article and imposing the cost thereof on the Hospital, then and to that extent the equivalent benefits provided under this Article shall cease and become inoperative, and the Hospital shall be relieved of the cost thereof in order to avoid duplication of costs.

9.9 Work-Related HIV Benefit Plan

The Hospital has established a Work-Related HIV Benefit Plan (the “Plan”) having a $100,000 lump-sum benefit. The Hospital will continue the Plan, as it may be changed from time to time. The benefits and eligibility requirements under the Plan shall be as fully provided in the Plan document. The benefits under the Plan shall be subject to such conditions and limitations as may be set forth in the Plan document. Any dispute concerning eligibility for or payment of benefits under the Plan shall be settled in accordance with the Plan document and shall not be subject to arbitration hereunder.

The Hospital has established a Work-Related Hepatitis C Benefit Plan (the “Plan”) having a $100,000 lump-sum benefit. The Hospital will continue the Plan, as it may be changed from time to time. The benefits and eligibility requirements under the Plan shall be as fully provided in the Plan document. The benefits under the Plan shall be subject to such conditions and limitations as may be set forth in the Plan document. Any dispute concerning eligibility for or payment of benefits under the Plan shall be settled in accordance with the Plan document and shall not be subject to arbitration hereunder.

9.10 Disability Insurance

Any nurse regularly scheduled to work 20 or more hours per week may participate in the voluntary long term and voluntary short term disability programs currently offered by the Hospital.

X. OTHER BENEFITS

10.1 Bereavement

In the event of a death in the immediate family of a nurse (i.e., the nurse’s spouse, mother, father, sister, brother, daughter and son), or in the event of the death of a resident member of a nurse’s household, she or he will be granted time off without loss of straight-time pay (including evening or night shift differential, if applicable) for a period not to exceed five calendar days within
six (6) months following the date of death for required absence from work for the purpose of making necessary funeral arrangements, attending the funeral or otherwise assisting in family matters relating to the death; three such days for such absence shall be granted in the event of the death of a nurse’s grandparent, grandchild, parent-in-law, aunt or uncle, brother and sister-in-law. A request for five such days in those cases where three such days are granted, or a request for time off in the event of a death of a person not in the immediate family, but under circumstances in which an exception may be warranted, may be made to the appropriate Department Head, who may or may not grant it in her or his discretion.

10.2. **Jury Duty**

A nurse called to jury duty will not lose any regular straight-time pay including evening or night shift differential, if applicable. There shall be deducted from a nurse’s regular straight-time pay the fees received by her or him for services as a juror for each day on which the nurse otherwise would have worked. To be eligible for pay under this Article, a nurse must furnish documentary evidence from the court which sets forth the amount of such fees received by her or him as a juror. If a nurse is excused from jury duty on any day, she or he is expected to report for work for the remainder of her or his scheduled shift, not to exceed eight hours in a work day.

10.3. **Tuition Reimbursement**

(a) Nurses who have completed at least six months of continuous employment are eligible, subject to the limitations set forth herein, to receive tuition reimbursement for courses which are job-related or part of a nursing degree program or which will lead to a license or certification in a field reasonably related to the duties which they perform for the Hospital and are offered by an accredited educational institution. Tuition reimbursement is subject to the allotment of funds budgeted for the tuition reimbursement program and shall not be less than $30,000 per fiscal year.

Effective December 1, 2002 through November 30, 2004, tuition reimbursement (not including registration fees, books, lab fees and other incidental charges) shall be payable as follows:

<table>
<thead>
<tr>
<th>Eligibility Requirements At Time of Tuition Reimbursement Approval</th>
<th>Reimbursement Rate and Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired to work for 40 hours per week, and completion of 6 or more months of full-time service</td>
<td>100% of tuition per calendar year up to $2000</td>
</tr>
<tr>
<td>Hired to work for 39 hours per week or less, and completion of 6 or more months of service</td>
<td>100% of tuition per calendar year, prorated based upon the number of hours scheduled to work, up to $1400</td>
</tr>
</tbody>
</table>

A regular part-time nurse who is hired to work for less than 24 hours per week but who actually averages 24 hours or more of work per week and who otherwise meets the applicable eligibility requirement described above shall be eligible for tuition reimbursement as follows: Such
a nurse who believes herself or himself to have averaged 24 hours or more of work per week during the preceding six-month period and who wishes to participate in the tuition reimbursement program may request in writing to the Hospital’s Vice President of Human Resources that her or his actual hours of work be verified. Subject to the requirements of Section 10.3(b), such a nurse shall be eligible for tuition reimbursement if she or he has actually averaged 24 hours or more of work during the six-month period immediately preceding approval by the Director of Human Resources (or his/her designee) and has completed the service requirement corresponding to such average.

(b) In order to receive tuition reimbursement, a nurse must secure approval to take the course in advance of the start of the course, provide documentation of successful completion of the course with a passing grade, and agree to continue in the Hospital’s employ for one year from completion of the course and, in default thereof, to refund the amount received to the Hospital. Should a nurse receive financial aid for a course from some other source (e.g., grant, scholarship), she or he shall be eligible only for the difference between the tuition for the course and the amount received from such other source, not to exceed the maximum benefit per semester. A nurse who has been continuously employed by the Hospital for five years or more shall not be subject to the one-year requirement set forth in Section 10.3(b) relating to tuition reimbursement.

10.4. **Military Training**

A nurse who has completed her or his probationary period and who participates in annual military training duty as a member of the Armed Forces Reserves or the National Guard will be paid the difference between her or his regular straight-time pay including evening or night shift differential, if applicable, and the employee’s military pay received for the period of training, not to exceed four weeks. All pay and allowances, excluding subsistence and travel allowances, shall be included in determining military pay. Payment will be made following receipt of official documentation evidencing the military pay received.

10.5. **Retirement**

The Hospital agrees to continue to maintain the existing retirement program, The Newton-Wellesley Partnership Program, or a plan providing substantially equivalent benefits. The benefits under the retirement program shall be subject to such conditions and limitations as may be set forth in the Plan. Any dispute concerning eligibility for or payment of benefits under the Plan shall be settled in accordance with the terms thereof and shall not be subject to arbitration. Any changes in the Plan which are implemented for other Hospital employees shall automatically be extended to members of the bargaining unit on the same basis. All eligible nurses who so request shall receive an annual accounting of their pension benefits, provided that the Hospital shall not be required to provide such an accounting within any specified time limit.

10.6. **Health Examination**

The Hospital will provide each nurse, as a condition of hire, with a general health screen appropriate for her position as determined by the Hospital, after consideration of the guidelines of state and regulatory agencies.
10.7. **Continuing Education Programs**

The Hospital will endeavor to provide three approved continuing education programs annually for which any registration fee that is charged will be reimbursed to those nurses who successfully complete such programs.

10.8. **Educational Programs**

(a) If the Hospital requires a nurse to attend a workshop or educational program during such nurse’s scheduled working hours, such nurse shall be granted time off without loss of straight-time pay (including evening or night shift differential, if applicable). The Hospital will pay all course or program fees (for courses or programs not offered by the Hospital) and will either provide or pay for all course or program materials.

(b) A request by a full-time or regular part-time nurse to attend a workshop or education program related to nursing practice during such nurse’s scheduled working hours shall not be unreasonably denied. If such approval is given to a full time nurse such nurse shall during any fiscal year be granted (i) time off without loss of straight-time pay (including evening or night shift differential, if applicable) for up to three times such regular length of shift and (ii) reimbursement for registration fees up to a maximum of $400 per fiscal year; provided that such time off (and registration fee reimbursement) shall be subject to a maximum allotment in each such nurse’s unit that is established by the Hospital (on the basis of its multiplying the number of budgeted full-time nurse positions in such unit by an appropriate average hourly rate and further by 16). If such approval is given to a regular part-time nurse who is hired to work 20 hours or more per week, such nurse will during any fiscal year receive reimbursement for registration fees up to an amount which bears to $400 the same relation that such nurse’s regularly scheduled hours bears to 40. The Hospital, within its sole discretion, may grant additional time off without loss of pay and/or additional cost reimbursement to any nurse.

If a part-time nurse who is hired to work 20 hours or more per week requests, in advance of the posting of a six-week schedule, to be off (without pay) on a regularly-scheduled day in order to attend a workshop or education program, and to work instead on another day during the same week, such request will not be unreasonably denied, provided that requests for no more than two such days are made during a 12-month period.

(c) The provisions of Section 10.8(b) above shall be applicable to full-time Educators, Clinical Leaders, and the Wound Ostomy Nurse to the extent of five work days per fiscal year and to the extent of registration fee reimbursement of up to $400 per fiscal year. If such approval is granted to a part-time nurse who is hired to work 20 or more hours per week, such registration fee reimbursement and paid time shall be prorated.

10.9. **Certification Reimbursement**

A nurse who successfully completes a certification/recertification examination or meets the professional organization’s requirements for recertification in the specialty area in which she/he is working will be reimbursed 100% of the cost of the examination fee or recertification fee. To be
eligible to receive reimbursement, a nurse must have applied within 60 days after receiving notification of the certification.

10.10. Orientation Guidelines

Every newly-employed nurse shall be given a copy of the orientation checklist and orientation plan during the first week of orientation.

10.11. American Heart Association BLS for Healthcare Providers Program

The Hospital will offer, on a periodic basis of at least once per year (from 7:00 a.m. to 7:30p.m.), the American Heart Association BLS for Healthcare Providers Program.

10.12. In-House Sabbatical

Each year the Hospital shall provide the nurses an opportunity to practice in an area different from their current assignment. The Sabbatical Program is subject to the following terms:

a. Annually, the Hospital will offer sabbatical opportunities, as described below, each for a 3-month period. The Hospital will offer two such opportunities in odd years and three such opportunities in even years. Sabbatical opportunities shall be posted for one week.

b. Each nurse must fulfill a one (1) year service commitment after completion of the program.

c. To be eligible, a nurse must have at least six (6) months seniority and must be regularly scheduled to work, or have actually worked on average over the six month period immediately preceding the posting of the sabbatical opportunity, at least 24 hours per week. During the sabbatical period, the nurse will be expected to work the same number of hours as her regularly scheduled hours, under the scheduling practices of the new department.

d. Nurses shall be selected by seniority unless there exists a documented performance problem.

e. A nurse can apply for a second sabbatical if there are no other applications, and the nurse has worked for the Hospital for at least two (2) years since completion of his/her last sabbatical. Two nurses from the same department shall not be selected for successive sabbatical opportunities.

f. The Hospital shall provide classroom orientation if available.

g. To facilitate the transition to practicing in the new department, the Hospital shall assign a nurse who has completed the Hospital’s preceptor program to work with a nurse practicing under the sabbatical program. A nurse may be given a patient assignment in the new department if the Hospital and the nurse agree that she is competent to take such an assignment.
h. Upon completion of an in-house sabbatical, a nurse shall be evaluated on the basis of qualifications including, but not limited to, such factors as knowledge, experience and performance. Such evaluation shall be used by the Hospital when assessing the nurse for a vacancy in the sabbatical department.

i. Prior to starting a sabbatical, the nurse shall have an informational interview with the department manager to discuss the nurse’s expectations and the needs of the department.

Subject to the availability of nurses who have completed the Hospital’s preceptor program, the Hospital shall offer a sabbatical opportunity in at least one department selected by the Hospital.

Names of units that have availability for sabbatical opportunity will be maintained by the Sabbatical coordinator.

XI. LEAVES OF ABSENCE

11.1. Eligibility

Nurses who have completed their probationary periods are eligible for an unpaid leave of absence for a period approved by the Hospital, not to exceed six months. A leave may be granted by the Hospital for reasons of incapacitating illness, injury or disability, for adoption, for paternity, for educational reasons, and for other special reason which is in the mutual interest of the Hospital and the nurse. If an eligible nurse requests a leave for reasons of maternity, paternity or adoption, such request shall not be unreasonably denied.

11.2. Procedure

Requests for leaves must be submitted on the form prescribed by the Hospital and approved by the Director of Human Resources and the appropriate Department Head. A leave of absence for illness, injury or disability must be supported by medical documentation satisfactory to the Hospital. Prior to the date of expiration of a leave of less than six months, a nurse may request an extension of such leave. In the case of a nurse on maternity leave, such request shall be granted. In no case may a leave, including any extensions thereof, exceed six months.

11.3. Reinstatement

(a) Upon the expiration of a leave not exceeding three months (other than a maternity leave or disability leave), a nurse will be reinstated to her or his former position or a substantially similar position for which she or he is qualified, to the extent practicable. If a nurse returning from such a leave is not reinstated to her or his former position (in terms of unit, shift and hours per week), she or he shall be given the opportunity to fill the first vacancy in such position.

(b) Upon the expiration of maternity leave or disability leave, not exceeding three months, a nurse will be reinstated to her or his former position or a substantially similar position for which she or he is qualified (provided that, in the case of disability leave not
exceeding three months, such nurse shall not have been on another such leave during the preceding 12 months). If a nurse returning from such a leave is not reinstated to her or his former position (in terms of unit, shift and hours per week), she or he shall be given the opportunity to fill the first vacancy in such position.

(c) Upon the expiration of maternity leave exceeding three months, a nurse will be offered reinstatement to a vacant position for which she is qualified. If such a nurse is not reinstated to her former position (in terms of unit, shift and hours per week), she shall be given the opportunity to fill the first vacancy in such position. In the event that a nurse is returning from a leave exceeding three months, whether she/he is placed either in her/his former position or other vacant position for which she/he is qualified, she/he shall be subject to a period retraining sufficient to ensure a satisfactory level of competency to perform the functions of the position.

(d) A nurse’s failure to be available for reinstatement upon expiration of the leave will be considered a voluntary termination of employment unless an extension of the leave has been approved in advance; provided, however, that a nurse’s failure upon expiration of maternity leave exceeding three months to be available for reinstatement to a position that is neither her former position nor a substantially similar position for which she is qualified shall not constitute a termination of employment but shall rather constitute a continuation of such leave.

11.4. **Effect On Benefits**

Nurses will not accrue any Earned Time during the period of any unpaid leave. The payment of the full premium under the medical and dental insurance program is the responsibility of the nurse from and after the 30th day of the leave. Upon reinstatement, a nurse will resume the pay status, benefit accruals, service credit and seniority which she or he had as of the date the leave began.

XII. **EMPLOYMENT STATUS**

12.1. **Seniority**

Seniority means length of continuous employment by the Hospital as set forth below:

(a) For the purposes of computing (i) Earned Time rates for nurses pursuant to Section 7.2, and (ii) retirement eligibility and/or benefits for nurses pursuant to Section 10.5., seniority shall mean length of continuous employment by the Hospital.

(b) For the purposes of scheduling vacations for nurses within a given nursing unit pursuant to Section 7.3(e), seniority shall mean length of continuous employment by the Hospital in a position or positions within the Nursing Department, former School of Nursing, Pathology Department, Infection Control Department, Medical Records Department, or Employee Health Service.

(c) A nurse in the bargaining unit who accepts a non-bargaining unit position with the Hospital will not accrue additional seniority for any purposes under this agreement,
other than those purposes referenced in section 12.1 (a), above, while in such a position. If such nurse occupies a non-bargaining unit position for more than one year, such nurse’s seniority, other than for those purposes referenced in section 12.1 (a), above, shall be lost.

12.2. **Loss of Seniority**

Seniority will be lost by:

(a) Resignation;
(b) Discharge;
(c) Failure to report for work at the expiration of an approved leave of absence;
(d) Employment elsewhere during an unauthorized absence from work or during an approved leave of absence, except with the Hospital’s prior approval, which shall not be unreasonably withheld;
(e) Failure to be available to do any work for the Hospital during a period of six consecutive months (not including periods covered by an approved leave of absence); or
(f) Failure to report for work while on layoff within 14 calendar days of date of mailing of notice to report, by registered or certified mail.

12.3. **Probationary Period**

Each newly employed nurse shall be deemed a probationary employee during her or his first three months of continuous employment and shall not acquire any seniority status until completion of her or his probationary period. Such nurse’s seniority shall then date back to her or his date of employment. Days lost from work during said three-month probationary period shall not be considered in computing said three-month period and shall not break the continuous employment. During the probationary period, a nurse may be terminated in the sole discretion of the Hospital without recourse under this Agreement.

12.4. **Vacancies**

Before a bargaining unit position for a nurse is permanently filled, a paper copy shall be posted outside of the cafeteria, and the vacancy will be posted on the NWH Intranet site under “NWH Job Opportunities”. Any nurse may within the seven-day period submit an electronic application. Such application will be acknowledged electronically. If a nurse is unable to submit an electronic application due to unusual circumstances (for example, travel out of the country), the nurse may satisfy the requirements of this section by contacting, within the seven day application period, the specific Hospital recruiter listed on the vacancy posting or the Hospital’s Employment Manager. The acknowledgement shall include appropriate contact information for the purpose of follow-up. If application is made by a nurse who has been employed in her or his current position for less than six months, such application shall be considered only at the discretion of the Senior Vice President, Patient Care Services or other appropriate Department Head. The vacancy will be filled on the basis of qualifications (including, but not limited to, such factors as knowledge, experience and performance). Where, in the discretion of the Hospital, such qualifications are equal as between two nurses, length of continuous employment with the Hospital as a registered
nurse shall be the deciding factor. All nurses who have applied to fill a vacancy shall be notified within 14 days of the filling of the vacancy as to the disposition of their applications. Any nurse whose application is approved will be moved into the new position no later than eight weeks after the date of such approval, subject to the Hospital’s reasonable judgment as to its operating needs. In addition to the official posting, the Hospital will provide a weekly listing of current bargaining unit vacancies to each nursing unit. It is understood that such weekly listings are unofficial and for informational purposes only and that the Hospital’s failure to post such listing or the omission of a position or positions from such listing shall not be a violation of this Agreement or affect any official posting.

All postings for nursing positions will be sent to the MNA Co-Chairs. The names of those awarded positions will be sent monthly to the MNA Co-Chairs.

12.5. **Discipline and Discharge**

A nurse who has completed her or his probationary period will not be disciplined or discharged without just cause.

12.6. **Resignation**

A nurse who desires to resign from employment with the Hospital must give prior written notice of such resignation of not less than three weeks. A regularly scheduled nurse who desires to cease being employed on a regularly scheduled basis but to remain employed on a per diem basis must give prior written notice of not less than three weeks.

12.7. **Reduction in Force**

If the Hospital decides to implement a reduction-in-force, the following provisions will apply:

A. The Hospital will notify the Association and the initially affected nurses as soon as possible, but in no event less than two (2) weeks from the intended reduction-in-force and the parties may, by mutual agreement, promptly confer relative to the use of alternative procedures. If no alternative procedure is agreed upon, the reduction-in-force will proceed as set forth below and will be completed within five (5) business days from the start of the choice process described in paragraph E below. Notice shall be sent to the Association and the affected RNs by certified mail using the RN’s address as it appears in the Hospital’s personnel records. In addition, there shall be a RIF Notice sent by the Hospital to all members of the bargaining unit.

B. A reduction-in-force shall be defined as a Hospital-initiated reduction in a nurse’s hours of work or a separation of an RN from employment (other than suspension or discharge under this agreement), or a reassignment resulting directly from a relocation out of the Hospital, a unit closure or elimination of a position, or a substantial change in a nurse’s duties, as determined by the Hospital in its reasonable judgment, resulting directly from a unit reconfiguration or integration.

C. The RN’s with the least seniority, as an RN, in the unit and job title in which the reduction is made, will be laid off first.
D. RNs who have completed their probationary period have bumping rights as described below, provided that an RN may bump only an RN with less seniority holding a position for which she/he is qualified. An RN will be “qualified” for purposes of this article if, in the reasonable judgment of the Hospital, she has the credentials and qualifications for a position subject to her completion of an education and orientation period customary in the event of a transfer to the position and unit.

E. The choice process will proceed as follows:

1. An updated vacancy list will be provided to the Association by the Hospital two weeks prior to the commencement of the choice process, as well as an updated RIF list by seniority. The Hospital shall also provide an updated seniority list to the Association by unit, shift, hours and a master seniority list of all bargaining unit RNs from most senior person to least.

2. The Hospital’s initial notice to an affected nurse will describe the following options:

   (i) **Choose a vacancy**: Preference will be given to RIF’d nurses for vacancies that have not been filled at the time written notification is given to the MNA of a RIF and any posting occurring during the notice period prior to the RIF. If a nurse is actually working in the new position, then RIF’d nurses will not be given preference for these positions. A nurse who receives a layoff notice shall have the option of filling an available vacancy for which s/he is qualified.

   (ii) **Layoff with bumping rights**: If the nurse does not fill a vacancy, the nurse may displace a less senior nurse in a position for which she is qualified, as follows:

       1. The initially affected nurse shall displace, at her option, (a) the least senior nurse in a position with the same hours, similar shift (b) the least senior nurse in a position with the same shift and the same hours, plus or minus a period equal to a maximum of one (1) of the nurse’s longest regularly scheduled shifts, or (c) the least senior nurse having fewer than three years seniority in the Hospital in any position having the shift, hours and schedule desired by the initially affected nurse.

       2. The displaced nurse will then be placed on the layoff list in order of seniority (most senior first). The displaced nurse must exercise rights pursuant to this article. Subject to patient care needs as determined by the Hospital in its reasonable judgment, the Hospital may limit the number of nursing hours in particular units that will be displaced through bumping in any reduction-in-force; but each unit must allow at least one nurse to be displaced by a qualified nurse.

       3. A nurse in a higher level may bump either within her own level or into a position in a lower level, in which event she shall be compensated in accordance with the salary for the new position. A nurse bumping into a position must accept the hours, shift and schedule of the position.

       4. For purposes of this article, a shift shall be considered a “similar shift” to another shift if a majority of the hours in the first shift are on the same regular shift as a majority of the hours in the second shift. If a nurse’s shift is evenly split between two periods (for example, four hours occur during the “day” shift, and four hours occur during the “evening” shift), then the nurse exercising rights under this article
may make an election as to which shift s/he shall be deemed to work. For purposes of this article, a nurse holding a position under the Hospital’s weekend program shall be considered a 24 hour per week employee; 7 am - 7:30 pm will be considered a 24 hour day position; 7 pm - 7 am will be considered a 24 hour night position.

(iii) Accept a layoff: Prior to any reductions and subject to the total number of nurses to be reduced in the affected unit, bargaining unit members within the affected unit may apply for voluntary layoff with severance, or voluntarily reduce committed hours with severance. An RN who chooses not to exercise bumping rights and instead chooses to take a layoff may apply for unemployment compensation in the same manner as any RN who loses their position as a result of a reduction-in-force.

F. An RN who is laid off shall be entitled to receive previously approved tuition reimbursement or waiver for course(s) taken at the time of separation.

G. RN’s who are laid off shall receive severance pay as follows:

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<th>Length of Service</th>
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<td>2 years but less than 3 years</td>
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<td>4 years but less than 5 years</td>
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<td>6 years but less than 7 years</td>
<td>11 weeks</td>
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<td>7 years to 20 years</td>
<td>12 weeks</td>
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<tr>
<td>More than 20 years</td>
<td>13 weeks</td>
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</table>

A nurse who, while receiving severance, accepts a per diem position shall maintain full severance pay eligibility.

H. A nurse filling a position as a result of a reduction of force shall not change her hours for one year after filling the new position.

I. A position in which a temporary/travel nurse is working will be treated as a vacant or open position available to RNs affected by the reduction in force, but in the event of the return of a nurse on leave or other approved absence to such a position, or the termination of hours in a temporary position, an RN who has assumed such hours shall not be eligible to exercise bumping rights under this article, though she may collect severance benefits.

J. A recall list shall be established which will include any nurse who has been laid off involuntarily in accordance with this section. Any nurse who is on the recall list shall have recall rights for the next available position for which she/he is qualified for eighteen (18) months following the layoff. Recall shall be accomplished in order of seniority, as follows. The Hospital shall send, via certified mail to the last known address on file with the Hospital’s Human Resources Department, a copy of the weekly listing of vacancies in bargaining unit positions, with a copy being sent to the Association. A nurse who receives such notification must indicate her interest
in a position within nine (9) days of mailing of such listing, and must be available to work within twenty-one (21) days after notice of interest is sent to the Hospital. A nurse who fails to accept a position in the same unit, and having the same hours, shift and schedule as the position from which she was laid off, shall be removed from the recall list.

12.8. **Nondiscrimination**

Neither the Hospital nor the Association will discriminate in violation of state or federal law against any nurse in any matter relating to employment because of such nurse’s race, color, national origin, sex, age, marital status, veteran status, disability, sexual orientation or activity with respect to the Association.

12.9. **Relief Charge Nurse Responsibility**

No nurse shall be required to assume relief charge nurse responsibility pursuant to Section 6.7(a) who, in the Hospital’s reasonable judgment, is not capable of assuming such responsibility. If a nurse refuses to assume such responsibility when required to do so, she or he may be subject to disciplinary action but will not be sent home without pay for the shift which is the subject of the dispute.

12.10. **Nurse Practice**

The Hospital and the Association acknowledge the applicability of the Massachusetts Nurse Practice Act, Mass. G.L. ch. 112, §80B, and its lawful implementing regulations. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner that is contrary to such provisions of law, and a nurse shall be reasonable in her/his exercise of the discretion accorded her/him with respect to such delegation and/or with respect to any other provision of law.

A nurse shall not be required or directed to perform duties beyond his/her competencies, in accordance with the Nurse Practice Act.

The Hospital will not assign duties to personnel other than a registered nurse (or other licensed professional) if, under applicable law, such duties may only be performed by a registered nurse (or other licensed professional)

12.11. **Preceptor Program**

1. Staff RN preceptors are vital to the successful orientation of new employees.
2. Participation in the Preceptor Program is voluntary.
3. The requirements of the Preceptor Program are defined as:
   a. Meeting the qualifications for becoming a preceptor as defined in section 4,
   b. Attending the NWH Basic Preceptor Course,
   c. Attaining the competencies as listed on the Preceptor Development Competency checklist,
d. Fulfilling the Preceptor roles and responsibilities, as appropriate to the length of the precepting assignment, as outlined per course curriculum dated July 2003.

4. The minimum qualifications for becoming a preceptor include:
   a. One year nursing experience,
   b. 6 months hospital experience,
   c. Employment in good standing,
   d. Demonstrated:
      i. Clinical skills,
      ii. Communication skills,
      iii. Organization skills,
      iv. Problem solving skills, and
      v. Critical thinking skills.

5. An adequate number of staff RN preceptors is essential to meet the orientation needs of the unit.

6. The Nurse Manager shall:
   a. Determine the number of preceptors required per unit and, if the required number is not yet available, shall not unreasonably deny access to the Preceptor Program for any Staff RN who meets the requirements set forth in paragraph (3) and the qualifications set forth in paragraph (4).
   b. Interview the preceptor candidates,
   c. Assign preceptor work to those who fulfill the requirements as defined in section 3.

7. Acceptance of the preceptor assignment by the nurse shall be voluntary.

8. Eligibility for the 7% pay differential is contingent upon successful completion of the Preceptor Program requirements as defined in section 3.

9. Staff RNs will be paid the 7% pay differential for those hours worked as an assigned Preceptor.

10. Preceptors will be assigned to new graduates, new employees, agency nurses, and nurses assigned to a new practice area, as outlined in article 12.11.

11. The preceptor will be identified on the posted time schedule by the designation “P”.

XIII. GRIEVANCE PROCEDURE

13.1. Informal Adjustments

The parties recognize that day-to-day problems affecting a nurse will normally be adjusted between the nurse and her or his Clinical Care Manager/Nurse Manager or other immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of other or similar problems between a nurse and her or his Clinical Care Manager/Nurse Manager or other immediate immediate supervisor or elsewhere in the Hospital.
13.2. **Grievance and Arbitration Procedure**

If any nurse should complain that the Hospital has applied a specific provision of this Agreement in violation of its terms and that such application has adversely affected her or his interest as an employee under this Agreement, and if this complaint cannot be adjusted as contemplated by Section 13.1, such complaint shall constitute a grievance subject to settlement in the manner set forth in the steps below. No grievance shall be considered in the following procedure unless it has been presented in Step 1 in writing, signed by the aggrieved nurse, within 21 calendar days after the aggrieved nurse knew or had reason to know of the factual basis for the grievance.

For steps 1 through 3, the parties shall make reasonable efforts within 10 business days after the filing of the grievance to schedule a date for presentation of the grievance.

**STEP 1**

The aggrieved nurse shall submit the grievance in writing to her or his Clinical Care Manager/Nurse Manager or other immediate supervisor. The grievance shall state the specific provision(s) of the Agreement alleged to have been violated, all the facts on which the grievance is based, and the remedy sought. The applicable supervisor will discuss the matter with the aggrieved nurse and will give her or his answer in writing within ten business days after this discussion. A representative of the Association may, upon the request of the aggrieved nurse, be present at the discussion of the grievance in this step.

**STEP 2**

If the aggrieved nurse is not satisfied with the answer of the Clinical Care Manager/Nurse Manager or other immediate supervisor, she or he may, within 10 calendar days after its receipt, submit the grievance in writing to the Senior Vice President, Patient Care Services, or other appropriate Department Head, or the appropriate designee of each of them. The applicable Vice President, Department Head or designee will discuss the matter with the aggrieved nurse and will give her or his answer in writing within 10 business days after this discussion. A representative of the Association may, upon the request of the aggrieved nurse, be present at the discussion of the grievance in this step.

**STEP 3**

If the aggrieved nurse is not satisfied with the answer of the Senior Vice President, Patient Care Services, Department Head, or designee, she or he may, within five calendar days after its receipt, submit the grievance in writing to the President of the Hospital or his or her designee. The President or his or her designee will discuss the matter with the aggrieved nurse and will give his or her answer in writing within 10 business days after this discussion. A representative of the Association may be present at the discussion of the grievance in this step.

**STEP 4**

If the Association is not satisfied with the answer to the grievance given by the President of the Hospital in Step 3 (or if the President fails to give an answer within the 10 day limit provided therein), the Association may refer the grievance to arbitration by filing its written demand for arbitration with the Director of Human Resources within 21 calendar days after the Association’s
receipt of the President’s written answer to such grievance (or after expiration of the 10 day time limit for such answer if the President fails to give his or her answer within such time limit). The parties shall thereupon endeavor to determine a mutually agreeable arbitrator using the services of the Labor Relations Connection. If the parties in any particular matter are unable to agree upon an arbitrator, the demand for arbitration in that matter shall be filed forthwith with the American Arbitration Association by the party demanding arbitration.

13.3. **Arbitrator’s Authority**

The arbitrator’s authority shall be limited to interpreting and applying the provisions of this Agreement to the grievance as submitted to him or her for arbitration in accordance with Section 13.2, and he or she shall have no authority directly or indirectly to modify, amend, add to, or subtract from, any of such provisions.

13.4. **Effect of Arbitrator’s Decision**

The decision of the arbitrator, if within the scope of his or her authority and power, shall be final and binding upon the Hospital, the Association and the aggrieved nurse, subject to such rights of judicial review as are provided by Massachusetts law.

13.5. **Expenses**

The administration fees of the Labor Relations Connection or the American Arbitration Association, as applicable, and the fees and expenses of the arbitrator shall be shared equally by the Association and the Hospital.

13.6. **Rules**

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

13.7. **Time Limits Mandatory**

The time limits provided for herein are mandatory. Any waiver or extension must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. Any grievance not referred to the next step of the grievance and arbitration procedure within the time limits provided for herein shall be considered settled on the basis of the last answer given. If an answer is not given within said time limits, the grievance may be referred to the next step.
XIV. MISCELLANEOUS

14.1. Completeness of Agreement

This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement, unless evidenced in writing, dated and signed by the parties hereto. An oral waiver or a failure to enforce any provisions in a specific case shall not constitute a precedent or preclude either party from relying upon or enforcing such provision in any other case.

14.2. Severability

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

14.3. Successorship

This Agreement shall remain in effect and shall be binding upon all successors and assigns of the Hospital; provided, however, that nothing herein shall operate to impose this Agreement on any employees not includable in the bargaining unit described in Section 1.1 hereof as a matter of law.

14.4. Health and Safety

The Hospital will comply with all legal obligations concerning workplace safety. Concerns about workplace safety may be referred for consideration by the Hospital Safety Committee.

14.5. Workplace Violence

Workplace violence is defined as but not limited to physical assaults, sexual assaults and verbal and non-verbal intimidation by or from anyone against a nurse on Hospital property. The Hospital shall enforce a policy of promptly investigating and taking remedial action in response to any of these acts and shall, as appropriate, advise the complaining nurse of the outcome of the investigation process.

The Hospital shall provide security surveillance of Hospital grounds and parking areas. Both shall be well-lit consistent with the limitations of local law or ordinance. Upon request, the Hospital shall provide escorts to cars.

The Hospital will provide or otherwise make available to nurses injured by workplace violence appropriate confidential medical and psychological services, upon request.

14.6. Travel Nurses

A temporary or travel ("temporary/travel") nurse shall not be retained to avoid posting a vacancy in the Hospital’s core staffing which the Hospital would otherwise intend to fill on a permanent basis. A temporary/travel nurse may be retained for an initial period of up to ninety
(90) days, except when retained to replace an employee on an authorized leave, in which event the temporary/travel nurse may continue for a longer period until the employee returns from the leave. If the Hospital otherwise wishes to continue the services of a temporary/travel nurse beyond ninety (90) days, the Hospital shall address this issue with the Association and an agreement shall be reached prior to the extension of the temporary/travel nurse’s services. A temporary/travel nurse shall have no rights or privileges under the terms of this Agreement. If the Hospital determines that services being provided by a temporary/travel nurse have become the equivalent of a permanent position, it shall post a position in accordance with Article 12.4 of this Agreement.

14.7  **RN Bargaining Unit Status**

Newton Wellesley Hospital agrees that it will not challenge the bargaining unit status of any bargaining unit nurses at the National Labor Relations Board (NLRB). The Association agrees that it will not assert the supervisory status of these positions in any proceeding.

14.8  **Temporary Positions**

Employees who, on a mutually agreed upon basis, agree to work in a temporary position shall be paid and benefited for all hours worked in the following manner:

a. RNs holding a budgeted/scheduled position, who assume a temporary position with **decreased** hours, will retain the same level of benefits that the employee held prior to taking the temporary position. Health insurance premiums will be based on the original standard hours. ET accruals will be based on the actual hours worked up to 40 hours per week.

b. RNs holding a budgeted/scheduled position, who assume a temporary position with **increased** hours, will continue to receive the benefits that the employee held prior to taking the temporary position. Health insurance premiums will be based on the original standard hours. ET accruals will be based on the actual hours worked up to 40 hours per week.

c. RNs holding a per diem-1 position, who assume a temporary position regardless of hours, will retain the 10% per diem differential that the employee received prior to taking the temporary position. They will not be eligible to enroll in benefits if they are not otherwise eligible for those benefits.

d. RNs holding a per diem-2 position, who assume a temporary position regardless of hours, will receive no additional benefits or per diem differential associated with the temporary position. They will not be eligible to enroll in benefits if they are not otherwise eligible for those benefits.

e. Utilization of temporary positions will be determined by the Hospital according to patient care or operational needs.

14.9  **Service Relocation**

The Hospital agrees that it will make every effort to give the Association notice of any plans for relocation of a service off the hospital campus at least two weeks prior to notification of the affected staff. It is understood that the information conveyed to the Association representatives will remain confidential pending a general announcement to the staff.
XV. **DURATION**

15.1. This Agreement shall be effective December 1, 2012, and shall remain in full force and effect through September 30, 2014 and 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 party at least 90 days prior to any such renewal date.

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

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<th>MASSACHUSETTS NURSES ASSOCIATION</th>
<th>NEWTON-WELLESLEY HOSPITAL</th>
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### Appendix A Wage Scales

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MEMORANDUM OF AGREEMENT
between
Massachusetts Nursing Association
and
Newton-Wellesley Hospital

It is hereby agreed by the Massachusetts Nurses Association (MNA) and Newton-Wellesley Hospital (NWH) that:

1. Nurses who elect to participate in and who retire under the NWH Voluntary Retirement Opportunity may work for the hospital subsequent to the date of their retirement from their regularly scheduled positions.

2. Such nurses will be employed in a newly created per diem status entitled "per diem 2R".

3. Per diem 2R status nurses must meet all work expectations as outlined in Section 1.4 of the current collective bargaining agreement for per diem 2 nurses except as described below.

4. Seniority provisions of Section 1.4.4 will apply to per diem 2R nurses. The nurse will not accrue additional seniority and will not be able to utilize any existing seniority as a per diem 2R. Seniority will only be relied upon for awarding or cancelation of shifts.

5. Per diem 2R status nurses will not have any weekend or holiday requirements.

6. Per diem 2R status nurses cannot apply for or assume a regularly scheduled full or part time position at NWH. Should a per diem 2R have a break in service, the nurse can only apply for a posted per diem position and must return in a per diem 2R status.

7. Per diem 2R status nurses will be paid in accordance with the collective bargaining agreement.

8. This agreement shall be without precedent to and shall not be cited in any future circumstance or proceeding, other than a proceeding to enforce its terms.

For the Massachusetts Nurses Association

[Signature]

Dated: 9/24/10

For Newton-Wellesley Hospital

[Signature]

Dated: 9/23/10
Pilot Settlement Agreement between the Massachusetts Nurses Association and Newton-Wellesley Hospital for the PACU/Henderson On-Call Scheduling Grievance

Newton-Wellesley Hospital (Hospital) and the Massachusetts Nurses Association (MNA) hereby agree to the following Pilot Program to run through April 7, 2013. If neither party provides notice to the other between March 4th and April 6th of an intent to terminate the Program, the Program’s process will continue, and serve as a full and final settlement of the MNA’s grievance (filed in summer/fall 2012, placed in abeyance as of the date of this agreement) regarding On-Call scheduling in the PACU:

1) The current volunteer On-Call sign-up list for the PACU (which covers shifts through January 12, 2013) will be frozen, and no new shifts will be taken through voluntary sign up for this time period.

2) The volunteer On-Call sign-up list for the PACU covering shifts for the period after January 13, 2013 will be removed, and all sign-ups for that period will be cleared.

3) All holes remaining in the On-Call schedule through January 12, 2013 will be assigned equitably between PACU and Henderson nurses and posted as part of the 6 week schedule.

4) For the time period of January 13 through April 7, 2013, On-Call work in the PACU will be assigned equitably between PACU and Henderson nurses as follows:
   a. All weekend Call (7:00 AM Saturday – 7:00 AM Monday) may be assigned and posted in advance according to the current practice.
   b. All weekday call will be assigned and posted as part of the 6 week schedule.
   c. After Call is posted, nurses will be allowed to make swaps and to take other nurses’ on call assignments.

5) Per Diem PACU and Henderson nurses will submit their Call availability with the time-off requests for each six-week schedule.

6) First and Second Call will be assigned equitably, except that Henderson nurses will not be assigned to First Call.

7) Equity will be achieved by 1) assigning First-Call to PACU RNs, 2) assigning Second-Call to Henderson RNs until their scheduled call matches that of PACU RNs, 3) assigning all remaining Second-Call by seniority rotation among the PACU and Henderson RNs as a single group.

8) Should any party terminate the program as provided above, the MNA may advance its grievance and the hospital may restore its prior practice pending resolution of the grievance.

9) This agreement shall be without precedent to any future circumstance or proceeding other than a proceeding to enforce its terms.

For the MNA:

For the Hospital:
Memorandum of Agreement

Newton-Wellesley Hospital (Hospital) and the Massachusetts Nurses Association (MNA) (collectively, “the Parties”) agree, pending ratification by the MNA of the Parties 2/19/13 Tentative Agreement, that the Pain Clinic Department will remain within the MNA bargaining unit if it is moved off campus.

For the MNA:

[Signature]
2/19/13

[Signature]
2/19/13

[Signature]
2/19/13

For the Hospital:

[Signature]
2/19/13
Memorandum of Agreement

Newton-Wellesley Hospital (Hospital) and the Massachusetts Nurses Association (MNA) hereby agree, pending ratification by the MNA of the Parties 2/19/13 Tentative Agreement, to the following:

Effective 2/19/13 the Hospital agrees to make the following changes to its Job Descriptions for Registered Nurses in the MNA Bargaining Unit at NWH, drafts of which were provided to the MNA on or about February 2011:

1) Remove all references to “Care First” in all such job descriptions.

2) Replace the word “required” with “preferred” in reference to a Bachelor’s of Nursing degree in job descriptions for, Infomatics Nurse, Permanent Charge Nurse, and Woundostomy Nurse in the Education Department.

For the MNA:

[Signature] 2/19/13

[Signature] 2/19/13

For the Hospital:

[Signature] 2/19/13

[Signature] 2/19/13