COLLECTIVE BARGAINING AGREEMENT

between

NORTHEAST HOSPITAL CORPORATION

and

MASSACHUSETTS NURSES ASSOCIATION

August 17, 2011 through December 31, 2013
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AGREEMENT

This Agreement is entered into this 17th day of August 2011 by and between Northeast Hospital Corporation, hereinafter referred to as “the Hospital” or “the Employer, located at 85 Herrick Street, Beverly, Massachusetts 01915 (Beverly Hospital), 298 Washington Street, Gloucester, Massachusetts 01930 (Addison Gilbert Hospital), 480 Maple St., Danvers, MA 01923 (Beverly Hospital at Danvers), 480 Maple St., Danvers, MA 01923 (The Ambulatory Care Center); and the Massachusetts Nurses Association, hereinafter referred to as the “Association.”

ARTICLE I

RECOGNITION

Section 1 The Employer recognizes the Massachusetts Nurses Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees included in the unit in Case No. 1-RC-20723 certified by the Regional Director of the National Labor Relations Board on February 3, 1998, as well as Team Leaders and per diem employees meeting the requirements of Article V, Per Diem Requirements.

ARTICLE II

DEFINITIONS

Section 1 A “regular full-time employee” is an employee who is regularly scheduled to work forty (40) hours per week. For benefit purposes only, an employee who is regularly scheduled for a minimum of thirty-five (35) hours per week will be considered a “full-time employee.”
**Section 2** A “regular part-time employee” is an employee who is regularly scheduled to work at least twenty (20), but fewer than forty (40), hours per week.

**Section 3** A “casual/non-benefited part-time employee” is an employee who is regularly scheduled to work less than twenty (20) hours per week.

**Section 4** A “per diem employee” is an employee hired to augment the regular staff. Per diem employees work a variable schedule, in accordance with Article V, Per Diem Requirements.

**Section 5** A “variable hours RN” is defined in Article XII.

**ARTICLE III**

**ASSOCIATION ACTIVITIES**

**Section 1** The Employer will notify the Association and the Unit Chairperson or designee at the end of each month of the name, address, classification and nursing location of each new bargaining unit member and each bargaining unit member who has terminated employment. The Employer will provide the Association with an updated list of bargaining unit members, quarterly. This list shall be alphabetical and include nurses’ addresses, and phone numbers. The Employer shall also provide to the Association in January and July of each year an electronic version (in excel) of the membership roster which shall include their hourly rate, FTE’s, and unit.

**Section 2**

(a) As a condition of employment, all employees employed as of the date of ratification of this Agreement shall, thirty (30) days after the execution of this Agreement, be required to either become members of the Association or pay an agency fee in such amount as
the Association shall certify as no more than proportionately commensurate with the cost of collective bargaining and contract administration. All other bargaining unit members shall, as a condition of employment after completion of thirty (30) days of credited service, be required to either become members or pay an agency fee in such amount as the Association shall certify as no more than proportionately commensurate with the cost of collective bargaining and contract administration.

(b) The Employer agrees to deduct the annual Massachusetts Nurses Association membership dues or service fees from each paycheck of any employee who has authorized the making of such deduction. Such deductions shall be in the amount certified by the Association, from time to time, and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Association office by the twentieth (20th) day of the calendar month following the actual withholding, together with the amount and the names of those for whom deductions have been made.

(c) The written authorization shall continue in effect until revoked by the employee.

(d) Bargaining unit employees who do not sign written authorizations for deductions shall make the payments directly to the Association.

(e) The Employer shall be exempt from any obligation to deduct and remit dues, service fees or assessments, as to any employee covered by this Agreement who has not submitted and filed an authorization card with the Employer.

(f) The Employer shall be relieved from making such deduction upon:

1. termination of employment; or
2. transfer to a job outside the bargaining unit; or
(3) layoff from work; or
(4) an agreed unpaid leave of absence; or
(5) revocation of the deduction authorization in accordance with its terms or with applicable law

The Employer will resume payroll deduction if a laid-off employee or an employee on agreed leave of absence returns to work.

(g) The Employer assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Association agrees that it will indemnify and hold the Employer harmless from any claim, action, omission or proceeding by any employee arising from deductions made by the Employer under this Article. Once the funds are transmitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

(h) The Employer shall not be obliged to make dues deductions of any kind from any employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3 The Association and the Employer will share the cost of printing a mutually agreeable number of copies of the Agreement.

Section 4 The Employer recognizes the right of any member of the bargaining unit to become a member of the Association. The Employer will notify all new hires into the bargaining unit at the time of employment that the Massachusetts Nurses Association is their bargaining representative.
Section 5  The Hospital agrees to reimburse members of the bargaining committee as a whole $10,200, less applicable withholdings, for the first six bargaining sessions, in six installments of $1700, less applicable withholdings. The first such payment shall be made in the payroll period following receipt of the distribution information referred to below. In addition, the Hospital agrees to reimburse members of the bargaining committee $1,150 per bargaining session, less applicable withholdings, for any sessions held after the sixth session. There shall be a maximum of $17,100, less applicable withholdings, for all sessions, including the first six sessions referred to above. The MNA shall be responsible for designating how such funds will be distributed. No additional monies shall be requested or paid for attendance at bargaining sessions.

(a)  RNs will only be released subject to the operating needs of their unit, provided that, as necessary, the Hospital will endeavor to ensure that members of the Association's Executive Committee are available for bargaining;

(b)  To the extent reasonably possible and consistent with (a) above, RNs will be scheduled off during bargaining session hours;

(c)  Time for bargaining shall not count toward hours worked for computing overtime; and

(d)  Bargaining committee members can use PTO to attend active bargaining sessions consistent with Hospital policy.
ARTICLE IV

TRIAL PERIOD

Section 1  An employee who is newly hired or rehired by the Employer is subject to a trial period of up to one hundred-twenty (120) calendar days from the date of hire or rehire. The trial period may be extended by mutual agreement between the Employer and the Association. The Employer in its sole discretion may terminate the employee’s employment, at any time during this trial period, with or without advance notice to the employee.

Section 2  The provisions of Article XXVII, Grievance and Arbitration Procedure shall not apply to the discipline or discharge of an employee during this trial period.

ARTICLE V

PER DIEM REQUIREMENTS

Section 1  A per diem employee provides quality nursing care on a specific unit on an as-needed basis. Per diem employees may be utilized with approval to meet patient care needs and to temporarily fill vacancies. Per diem vacancies will be posted by the Employer. Once a regularly scheduled employee applies for a posted per diem vacancy, the Employer reserves the right to determine whether an employee may voluntarily enter per diem status from a regular position. If the Employer determines that the employee may convert to per diem status, the employee must then resign from his/her regularly scheduled position with the appropriate notice before converting to per diem status. The bargaining unit seniority of any regularly scheduled employee who converts to per diem status will be frozen during the employee’s time spent in per diem status. Per diem employees will not be utilized to avoid recalling regularly scheduled employees from layoff in accordance with Article XVIII, Reduction in Force - RNs, nor to
displace regularly scheduled employees. The Hospital will endeavor not to rotate regularly scheduled RN’s off their regular shifts to accommodate per diem employees.

Section 2

(a) Regular staff are to be scheduled prior to shifts being made available to per diem staff. A per diem employee may not cover premium shifts for regular full-time or regular part-time staff unless the per diem employee has provided the scheduler with his/her availability per their voluntary level of commitment as identified in Section 5. Conflicts in per diem scheduling will be resolved on the basis of per diem seniority. For the purpose of this article only, per diem seniority will be calculated from the last date of hire as an RN.

(b) A per diem employee may not cover premium shifts for regular full-time or regular part-time employees unless the per diem employee has scheduled his/her own minimum work commitment.

(c) Per diem employees will give their availability to the scheduler at the same time as the regular RNs. When giving their availability to the scheduler, per diem employees must give the scheduler availability based on their respective level of commitment. Conflicts will be resolved on the basis of per diem seniority unless the less senior employee is meeting a commitment under this Article.

(d) A per diem employee who works in a specialty unit must meet his/her commitment on his/her home specialty unit before working on another unit; however, it is within the home manager’s discretion to give credit toward an employee’s commitment for work on another unit. For purposes of this article only, specialty units shall be defined as: Surgical Services (on all three (3) campuses); the Emergency Department (on both campuses); the Maternal Newborn Services (at Beverly Hospital); the Senior Adult Unit (at Addison-Gilbert
Hospital); and the Critical Care Unit (on two (2) campuses). A per diem employee who does not work in a specialty unit may meet his/her commitment on either his/her home unit or on another unit on which he or she is qualified to perform in the opinion of the Employer.

Section 3 No per diem employee is guaranteed any fixed number of hours on a weekly basis.

Section 4 The Employer will make a reasonable effort to notify a per diem employee of cancellation no less than one and one-half (1½) hours before an evening or night shift, and no less than one hour (1) before the day shift. For purposes of this article, a “reasonable effort to notify” shall include, but not be limited to, placing a phone call to the employee, beeping the employee, and/or leaving a message on the employee’s answering machine. If the Employer fails to notify a per diem employee of cancellation within the applicable notice period, and the per diem employee does not report to work, the per diem employee will receive two (2) hours’ pay. If the Employer fails to notify a scheduled per diem employee of cancellation, and the per diem employee reports to work, and there is work for the employee to perform, the employee will be given two (2) hours’ work. If the Employer fails to notify a scheduled per diem employee of cancellation, and the per diem employee reports to work, and there is no work for the employee to perform, the employee will be given three (3) hours’ pay. Any canceled shift will count toward the employee’s minimum hour requirement in Section 2 above.

Section 5 (a) Per diem employees will be paid according to the same wage and salary scale, including applicable differentials, call pay, and overtime, as regularly scheduled staff. Per diem employees may be eligible for additional differential pay depending on their choice of per diem level. Commitments to holidays will be chosen based upon per diem seniority.
(b) Per diem employees will be given the opportunity to make a voluntary selection with respect to their level of per diem commitment when they are hired or transfer into per diem status. Per diem staff will also indicate their choice of level of commitment in writing, each year in January. Per diem staff will have the option of opting out of their chosen level and enter into another level one time in a calendar year with four (4) weeks’ advance written notice, however, any commitment made to providing availability to work on a specific holiday will be maintained if the per diem chooses to change his/her level of commitment.

(c) Non Surgical Per Diems and differentials

For the purposes of this Section only, “Premium time” is defined as Fridays from 3:00 p.m. until 11:00 p.m., nights, weekends, or holidays; a “Shift” equals a minimum of eight (8) hours; and all time blocks are four (4) week time blocks. Non surgical Per Diem RNs may be required to take call in lieu of being scheduled on some of the available shifts in the Cardiovascular Suite.

**LEVEL 1**

Differential: $1.00

Commitment: Four (4) shifts per time block including three (3) premium time. (This requirement may be waived at the unit manager’s discretion to address the needs of that unit). “Weekends,” as defined for this Level, shall run from 3:00 p.m. on Friday until 6:59 a.m. on Monday. Availability must include one (1) major holiday in the winter (Christmas, Christmas eve, New Year’s Day, New Year’s Eve, or Thanksgiving,) and one (1) major holiday in the summer (the Fourth of July, Memorial Day, or Labor Day).
LEVEL 2

Differential: $2.00

Commitment: Six (6) shifts per time block including three (3) premium time. “Weekends,” as defined for this Level, shall run from 7:00 p.m. on Friday until 6:59 a.m. on Monday. Availability must include one (1) weekend shift per time block (e.g., one Friday night shift or 1 Saturday shift or 1 Sunday shift), one (1) major holiday in the winter (Christmas, Christmas Eve, New Year’s Day, New Year’s Eve, or Thanksgiving,) and one (1) major holiday in the summer (the Fourth of July, Memorial Day, or Labor Day).

LEVEL 3

Differential: $4.00

Commitment: Seven (7) shifts per time block including four (4) premium time. “Weekends,” as defined for this Level only, shall run from 7:00 p.m. on Friday until 6:59 a.m. on Monday. Availability must include two (2) weekend shifts per time block, one (1) major holiday in the winter (Christmas, Christmas Eve, New Year’s Day, New Year’s Eve, or Thanksgiving,) and one (1) major holiday in the summer (the Fourth of July, Memorial Day, or Labor Day).
(d) Surgical Per Diems and differentials

**LEVEL 1**

Differential: None

Commitment: Per diems will offer availability of four (4) shifts per time block. This requirement may be waived at the unit manager’s discretion to address scheduling needs.

**LEVEL 2**

Differential: $2

Commitment: Four (4) shifts per time block. Availability must include one (1) evening or one (1) on-call shift or one (1) 12-hour on-call holiday of choice per year that falls within a four (4) week time block.

**LEVEL 3**

Differential: $4.00

Commitment: Six (6) shifts per time block. Availability must include two (2) evening shifts or two (2) on-call shifts, and one (1) 12-hour on-call holiday from the following: New Year’s Eve, New Year’s Day, the Fourth of July, Thanksgiving, Christmas Eve or Christmas Day.

Section 6 Accrued PTO will be cashed out, and EIB will be frozen, when a regular full-time or part-time employee becomes a per diem employee.

Section 7 While on per diem status, an employee shall not accrue PTO or EIB. Per diem employees are not eligible for hospital-provided benefits or accrual or use of benefit time.

Section 8 As a condition of employment, per diem nurses must maintain their competency standards. Mandatory training will be paid for by the Employer.
Section 9  Per diem employees who have worked for the Employer for at least one (1) full year and who have actually worked at least one-thousand (1000) hours during the past year, and who convert from a per diem position to a regularly scheduled position of twenty (20) hours or more, shall be credited with pro-rated PTO and bargaining unit seniority upon their conversion to regularly scheduled status based upon their hours worked as a per diem during the last year.

Section 10  Per Diems are required to fulfill their respective commitments. Those RNs who fail to meet their level of commitment, not including time absent from work while on an approved FMLA, personal or military leave, may be terminated. RN’s who fail to fulfill their major winter or summer holiday commitment will be required by the Hospital to make up that holiday commitment on subsequent major holidays per the operating needs of the Hospital. Prior to terminating an RN for failing to meet his/her level of per diem commitment, the Employer will send the affected RN one certified letter, with a copy to the MNA, warning him/her of impending termination for failing to meet his/her per diem level requirements. The MNA will also be copied on any other written communications that the Hospital sends to the affected RN regarding his/her failure to meet his/her per diem level requirements prior to the certified letter being sent.

ARTICLE VI
TEMPORARY EMPLOYEES

Section 1  The Employer shall have the right to hire temporary employees. A temporary employee is one who is hired by the Employer for a specific project, due to an unusual number of vacancies, or for a specific period of time. Subject to Section 2 below, a temporary
employee of the Employer or of an agency will not be hired for more than six (6) months, except in the ED at the Beverly campus where this period shall be nine (9) months. Time periods under this Section may be extended by mutual agreement of the parties.

**Section 2** Any temporary employee who leaves the Hospital after six (6) or nine (9) months as the case may be, or any mutual extensions thereof, may not return for thirty (30) calendar days, except that in the ED at the Beverly campus this period shall be sixty (60) calendar days.

**Section 3** A temporary employee who returns for a second time after a 30 calendar day or 60 calendar day break, as described in Section 2 above, shall not be permitted to return to the Hospital as a temporary employee for a third time for a two (2) year period, provided that the six (6) and nine (9) month periods may continue to be extended by mutual agreement of the parties as described in Section 1 above.

**Section 4** A temporary employee may be employed for the entire period of a regular employee’s disability or approved leave of absence.

**Section 5** Temporary employees shall not be considered a part of the bargaining unit covered by this Agreement and shall have no rights or privileges under the terms of this Agreement.

**Section 6** For the purposes of wages, benefits and seniority, the effective date of hire for temporary employees of the Employer who become regular employees during or at the conclusion of their temporary employment will be the date they began their regular employment.

**Section 7** If a vacant position (not vacant due to leave) is filled by a temporary employee for six (6) months, and the Employer has posted or posts the vacant position, and it is not filled by a bargaining unit member, then, after six (6) months as a temporary employee, the
temporary employee shall, upon application for the vacant position and acceptance by the Employer, become a member of the bargaining unit consistent with Article III, Association Activities.

Section 8 If an employee is on industrial accident leave or maternity leave which exceeds four (4) months (but is for less than one (1) year) and the employee’s former position is filled by a temporary employee, the employee shall, upon completion of the leave, be entitled to his/her same job.

ARTICLE VII
BARGAINING UNIT SENIORITY

Section 1 Seniority is defined as an employee’s continuous service in the employ of the Employer, unbroken for any reason as set forth below in Section 3. For registered nurses, continuous service, as a regular full-time or regular part-time non-supervisory registered nurse at Northeast Hospital Corporation, will determine seniority except as set forth in Section 5. Seniority as defined in this Article applies, except as stated in Article XV, Wages, to (1) reductions in force; (2) selection for promotion or transfer; and (3) vacation selection preference. This definition of seniority shall not be used for benefit and compensation calculation purposes.

Section 2 There shall be no seniority accrued for temporary, per diem or permanent supervisory work.

Section 3 An employee’s seniority and employment with the Employer shall terminate upon occurrence of any one of the following:

(a) resignation;

(b) discharge during the trial period or any extensions thereof;
(c) discharge or termination for just cause if the employee had completed his/her trial period;

(d) over-staying an authorized leave without pay without prior written, mutual agreement between the Employer and the Association;

(e) absence from work for a period in excess of one (1) year for any reason;

(f) absence from work without notice to the immediate supervisor for two (2) or more days;

(g) accepting other employment or working while on a leave of absence, without written permission from the Employer;

(h) failure to answer a recall notice and return to work within fourteen (14) calendar days from the date of receipt of recall notice.

Section 4 Accurate seniority lists shall be maintained by the Employer at all times. The Employer shall update the lists each January, and when there is a layoff, provide copies to the Association. Those lists will be the official seniority lists if not grieved within the time limits set forth in Article XXVII, Grievance and Arbitration Procedure, provided that typographical errors may be corrected when discovered. Only changes to the seniority list may be grieved.

Section 5 Supervisors shall receive no seniority credit while holding such a position, but shall retain all prior non-supervisory RN seniority credit with Northeast Hospital Corporation; however, such seniority shall only be reinstated following one year of subsequent active service in the bargaining unit.

Section 6 Seniority shall not accrue during layoff.

Section 7 Notwithstanding the above, if any employee in the bargaining unit leaves employment with the Employer as a result of resignation or retirement and is rehired by the
Employer within one (1) year, s/he will have his/her seniority reinstated after being reemployed for one (1) year or the amount of time they were gone, whichever is less.

ARTICLE VIII

JOB OPENINGS

Section 1 When a regular vacancy occurs in a bargaining unit position which the Employer has decided to fill, the Employer shall post the job opening on its Hospital Intranet site (NIC) and in the usual Hospital locations for at least ten (10) calendar days. However, the Hospital can post the job opening for a period of less than ten (10) calendar days if a shorter period is mutually agreed to by the Employer and the Association, or for as few as seven (7) calendar days if the job opening posted is similar to another job opening that is posted with respect to the unit and/or shifts. Any employee who is interested in applying for such a position, and who has at least six (6) months’ service in his/her current position, may do so in accordance with the Employer’s procedures. Applications received after seven (7) days will be considered as long as no offer has been extended. After seven (7) calendar days, the Employer may offer positions to candidates outside of the Employer. The Employer may decline to fill a position after it has been posted and applications have been received.

Section 2 The Employer shall have the responsibility for preparing job postings and for determining the requirements for positions. In filling a regular vacancy with the most qualified candidate, the Employer may consider the following factors in determining whether a candidate is qualified: education, license, skill and ability, experience, performance, knowledge of the posted job, references, employment history, and any other relevant criteria. Qualified internal candidates shall be given preference over other candidates if the internal candidate meets the requirements of the posting. If two (2) or more candidates for a position meet the
requirements of the job posting and if two (2) or more candidates have equal qualifications, then bargaining unit seniority shall be the determining factor among candidates.

Section 3 Once a position is awarded and accepted, all unsuccessful candidates will be notified within five (5) calendar days, if possible, that they are not the successful candidates. Successful candidates will be moved into their new position within six (6) weeks of approval.

Section 4 An employee who fills a vacancy in a different position as a result of a job posting shall be considered on a trial period for up to six (6) weeks. If, during the employee’s trial period, the Employer determines that the candidate is unsuccessful or the candidate decides that the new position is unsuitable, then the candidate shall be returned to his/her prior position and shift, if available, or if not available, to any other comparable position for which the candidate is qualified, if available. A candidate will be considered qualified for a comparable position if the employee possesses the knowledge, skills and ability to perform safely and satisfactorily the functions of the position upon return, with minimal orientation. A comparable position is defined as one which is within the employee’s scope of expertise and training and which is scheduled for approximately the same number of hours as the employee’s previous position. Should no comparable position be available and the candidate’s prior position be unavailable, the candidate may apply for any vacant position for which s/he is qualified.

Section 5 If an RN decreases his/her hours by eight (8) hours or less and the Employer decides to fill those hours, it may, notwithstanding Sections 1, 2 and 3 above, initially post the hours in the affected department for two (2) weeks, and those hours will be awarded to the most senior qualified RN. If no such candidate bids for these hours, then Sections 1, 2 and 4 of this Article shall be followed.
Section 6 In the event that a Team Leader voluntarily steps down from her/his position, and no vacancy is available or created in the unit, the Team Leader shall have the option of filling any vacant position in the hospital for which s/he is qualified. If the Hospital intends to fill the position, it commits to actively solicit candidates to replace the nurse stepping down from the position. In the event that the Team Leader is involuntarily removed from her/his position by the Hospital, and no vacancies for which the nurse is qualified exist in the unit or the hospital, or are created in the unit, the Team Leader who has been asked to step down may exercise bumping rights pursuant to Article XVIII.

ARTICLE IX

HOURS OF WORK

Section 1 The pay period is bi-weekly and includes two weeks. The “payroll week” is the period from Sunday, 12:00 a.m. through the following Saturday at 11:59 p.m. The normal work week for a regular full-time employee will be forty (40) hours per week. Any nurse who works a regular twelve (12) hour shift or twelve (12) hour combination shifts, and who commits for twelve (12) months to working twelve (12) hour shifts on the weekend, will have the option of working every third (3rd) weekend if staffing needs permit and if operationally feasible in the opinion of the Hospital.
Except in the case of emergencies, employees will usually not be involuntarily scheduled to work more than every other weekend. The most common shifts for employees are set forth below:

**Day Shift** - 7:00 a.m. to 3:30 p.m.

**Evening Shift** - 3:00 p.m. to 11:30 p.m.

**Night Shift** - 11:00 p.m. to 7:30 a.m.

For those employees who regularly work the day or evening shift, Saturday and Sunday will be considered weekend days. For those employees who regularly work the night shift, Friday and Saturday will be considered weekend days. The Employer will continue its present hourly schedule for employees in the bargaining unit and may make changes in that schedule from time to time for legitimate business reasons, provided further that the Employer will be required to bargain about major changes in the schedule. Notwithstanding Article XXVI, No Strikes No Lockouts, if no agreement is reached over a proposed major change, the Employer may implement its proposal, and the Association may engage in protected concerted activity. Minor changes in the schedule shall be made only after the Employer shall have given the Association notice and an opportunity to bargain for a period of time, not to exceed two (2) weeks following notice, about the change, and provided further that thereafter the change may be implemented by the Employer.

**Section 2** The Employer reserves the right to schedule any employee to rotating shifts as the need arises. However, except when extenuating circumstances exist, nurses will not involuntarily be scheduled to work both the evening and the night shift in a posted four (4) week block. In addition, no RN will be involuntarily scheduled to work a day, evening, and night in the same four (4) week block.
The Employer will schedule rotations consistent with the operational needs of the Hospital while endeavoring to limit involuntary off-shift rotation and to distribute rotations fairly among RNs. The Employer will first endeavor to obtain volunteers to cover the necessary shifts. If in a reasonable period of time, the Employer is unable to obtain volunteers, rotation will be assigned in the following manner:

1. The list of all RNs on the unit will be created and posted the first week of January of each calendar year in inverse seniority.

2. Rotation will be assigned by proceeding down the entire list of all nurses before any RN is involuntarily scheduled for multiple rotations.

3. Any nurse volunteering to rotate will have that time count toward their rotation obligation.

Subject to the operating needs of the Employer, the Employer will endeavor to limit involuntary off-shift rotation according to the following schedule in a calendar year:

**Seniority (Rotation percentages to be counted quarterly)**

0-5 Years: No more than 45% per quarter

6-12 Years: No more than 35% per quarter

13-25 Years: No more than 25% per quarter

Over 25 Years: As determined by a nurse’s supervisor or his/her designee in ascending order of seniority, in order to meet patient care needs, after RNs with less than twenty-five (25) years seniority who are qualified and available have been scheduled to rotate to the maximum extent reasonably practical.
Employees who are regularly scheduled to work the night shift will not be required to rotate off the night shift. Employees who are regularly scheduled to work the evening shift shall not be regularly scheduled to involuntarily rotate off that shift, except when extenuating circumstances exist.

If a nurse who is normally scheduled to work all 12-hour shifts is required to rotate to an off-shift, the nurse may request the option of working the off-shift as an 8-hour shift, making up the remaining hours on another shift. The Hospital will endeavor to grant this request based on the operating needs of the unit. Nurses working a combination of 8-, 10-, or 12-hour shifts will be given the option of fulfilling the off-shift requirement as an 8-hour shift.

Nurses scheduled to rotate off of their regularly assigned shifts will be given no less than a 16-hour rest/adjustment period prior to being rotated back to their regularly assigned shift.

Section 3 The Employer shall establish the work schedules of employees. The Hospital will endeavor to post the four (4) week schedule block a minimum of two (2) weeks prior to implementation. The work schedule will be based on a staffing schedule developed by the Employer for each individual unit after input from the employees. Requests for time off for personal appointments must either be given to an employee’s supervisor or the supervisor’s designee for approval, or the requesting employee must find an equivalent employee who will cover his/her shift, without incurring overtime, while the employee is away from work. Time off shall be granted subject to the reasonable operating needs of the Employer.
Section 4

(a) Employees are required to request approval of PTO in advance from their supervisor or designee. An employee will be deemed to have voluntarily resigned from his/her employment if s/he fails to notify his/her supervisor or designee of the absence, and fails to report to work for more than two (2) consecutive scheduled shifts, unless the employee and his/her family are physically unable to provide notice.

(b) An employee must notify the designated person for his/her unit if s/he will not be on time for his/her scheduled shift. An employee who is unable to report for work at his/her scheduled start time must notify the designated person for his/her unit at least two (2) hours before his/her regularly scheduled start time (at least two (2) hours before his/her regularly scheduled start time for evenings and nights) in order to receive PTO. The Employer will classify PTO used by an employee who was unable to report to work at his/her scheduled start time as unscheduled PTO. An employee will only be paid for hours actually worked.

Section 5

In a week in which a holiday occurs, if an employee is scheduled to work the holiday, either the employee engages another employee of equal skill level to work that holiday without incurring overtime, or the employee requesting PTO works his/her holiday commitment. Individual requests for PTO days during a holiday week will be equitably granted, subject to the reasonable operational needs of the Employer.

Section 6

Requests for PTO during the period between December 20 to January 2 of any year will be considered, subject to the reasonable operational needs of the unit, department, or service, as the case may be.

Section 7

All employees shall be provided with an unpaid thirty (30) minute break for a meal or other personal business during each workday of six (6) hours or more. Time for
break periods cannot be taken at the beginning and/or end of a workday, nor in connection with a rest period. Meal breaks which have not been taken during the course of the day may not be combined to accommodate an early departure or late arrival for work. The Employer may schedule employees on meal breaks in accordance with its reasonable operational needs and staff preferences. Employees are expected to remain in their working areas at all times unless released by their supervisor or the Employer’s designee.

Section 8 The Employer will make a reasonable attempt to provide all employees with a paid fifteen (15) minute rest period for each consecutive four (4) hour period worked, scheduled in accordance with the operating needs of the Employer. Although the Employer will make a reasonable attempt to provide employees with such a rest period, rest periods are not guaranteed. Employees on rest periods are not permitted to leave the Hospital grounds.

Section 9 If, on a particular shift, the Employer determines that staffing should be reduced due to the patient census, the Employer will utilize the following procedure:

(a) Shifts will be canceled in the following order: (1) overtime; (2) extra scheduled shifts; (3) per diems, provided that volunteers may be considered ahead of per diems based on the needs of the unit; (4) variable RN volunteers (requests); (5) regular staff volunteers (requests); and (6) variable RNs.

(b) Notwithstanding Article XVII, Section 2, the RNs currently working on the affected unit will have the option of volunteering for cancellation before staff reduction is accomplished by seeking volunteers from another unit. If there are no volunteers on the affected unit willing to be cancelled, volunteers may be solicited from other units and/or staff members from the affected unit may be floated to cover a need in another unit.  

1 Addison Gilbert Steele 1 (Med-Surg-Tele) is considered one unit.
(c) On-call employees who are called into work and who report to work on either the evening or night shift will receive the appropriate differential for the entire time worked. On-call employees who are called into work and who report to work on a weekend shift will receive the weekend differential for all weekend hours worked.

(d) If there is still too much staff for the shift, staff may be floated, in the discretion of the Employer, with the following restrictions:

1. Staff will be floated by inverse seniority on a rotating basis; and

2. For purposes of this Article only, staff will not be floated to areas in which they have not been oriented in accordance with the Employer’s competency standards.

(e) If staffing in Surgical Services cannot be reduced through subsections (a) through (c) of this section, staff in Surgical Services may be cancelled in the following manner:

1. If an RN reports to work and is cancelled at the beginning of the shift, he/she will be paid a minimum of four (4) hours

2. Cancellation will take place in order of inverse seniority, provided that no nurse shall be cancelled more than the equivalent of one shift per time block.

ARTICLE X

OVERTIME

Section 1 Overtime is defined as actual time worked in excess of forty (40) hours in any payroll week or as actual time worked in excess of eight (8) hours in a day or, in the case of employees regularly scheduled for shifts greater than eight (8) hours, time worked in excess of
the employee’s regularly scheduled shift. Overtime is paid at the rate of one and one-half (1½) times an employee’s base rate.

Section 2

(a) Employees will not normally be involuntarily scheduled in excess of their regularly scheduled shift. However, in extenuating circumstances, and after making a good faith effort to secure staff, the Employer may require employees to work overtime and/or to work in addition to their regularly scheduled hours on a rotating basis. For purposes of this Article, an extenuating circumstance shall be defined as: (1) the inability of the Employer to meet operational needs; (2) the inability of the Employer to maintain appropriate levels of service; or (3) the inability of the Employer to provide satisfactory patient care. An example of an extenuating circumstance is an aberration or an unusual event or events outside of the norm. The Employer will not schedule mandatory overtime to fill vacancies in core staffing, or force employees to come in from home unless a disaster plan or the equivalent is in effect, or force employees to work overtime from another unit/department unless qualified staff on the receiving unit is unavailable.

(b) If the employee who works mandatory overtime is scheduled to work the next scheduled shift, eight (8) hours after the shift on which the overtime has been worked, the Employer will adjust the employee’s schedule to allow the employee a hiatus of ten (10) hours following the overtime worked. PTO may be taken for any hours missed as a result of this adjustment. If an extenuating circumstance arises and the Employer is forced to require overtime, the Employer will assign overtime on a rotating basis, based on a roster beginning with the least senior employee on the applicable unit, department or shift.
(c) Work in excess of four (4) mandatory overtime hours shall be compensated at twice the employee’s hourly base wage rate, provided that the employee has worked twelve (12) consecutive hours, including the mandatory overtime.

(d) No employee will be required to work mandatory overtime more than four (4) times in the first six (6) months and the second six (6) months of each calendar year.

(e) An employee may refuse mandatory overtime once in the first six (6) months and once in the second six (6) months of each calendar year, provided that if all employees in a unit refuse, employees may be required to take the mandatory overtime on a rotating basis by seniority.

Section 3 Except for unforeseen circumstances in which the safety of a patient is at risk, no employee may work overtime without the prior authorization of his/her supervisor or the supervisor’s designee.

Section 4 Exempt positions shall not be eligible for overtime.

Section 5 There shall be no pyramiding or duplication of overtime.

ARTICLE XI

ON-CALL

Section 1 Required Call:

In the Operating Room, PACU, and Radiology departments, on-call will be deemed “Required Call.” Except in the Operating Room, PACU, Radiology departments, and cardiac cath lab, no employee will be required to be on call except under external or internal situations of disastrous proportions. Required call will be assigned to employees on a rotating basis and posted with the employee time schedules. Any employee, who wishes to pick up another
employee’s call assignment or exchange a call assignment, can request the change with the agreement of the other employee and approval by the employer. Coverage for calls assigned to employees who become ill, take leave or become otherwise unexpectedly absent will be assigned by the Hospital if there are no volunteers, including Team Leaders or Managers. Effective July 3, 2010, Saturdays, 7:00 A.M. to 3:30 P.M. shall be included in call for the Beverly Operating Room.

The Hospital agrees that where operationally feasible, and within the Hospital’s discretion, it will excuse RNs who wish to be excused from taking required call on the night shift who have thirty-five (35) or more years of service from taking call at night.

Section 2 Required Call Compensation:

A. The on-call rate of pay is $5.25 per hour for each hour the employee is placed on-call status. Effective on January 6, 2009, the on-call rate of pay shall be increased to $5.50 per hour. The employee will cease accruing call pay when s/he records his/her presence on the Hospital’s time keeping system for the unit, and will then be paid in accordance with this Article.

B. When a registered nurse is working in the operating room on call serving in the N-1 role, that RN will be paid charge pay while exercising charge responsibilities over at least one other employee during on call hours provided that no other RN in operating room is receiving charge pay.

C. No RN will be assigned on-call status in more than one unit at a time.

D. An RN on required call is required to notify the Hospital where s/he can be reached, and must report to the Hospital within thirty (30) minutes after being called in.
1. (a) If an employee is called in to work and reports to work when scheduled to be on call during hours other than his/her regularly scheduled shift, s/he will be paid at one and one-half (1½) times his/her straight time hourly rate for a minimum of two (2) hours with appropriate shift differentials.

(b) Employees who are requested to stay in a pre-scheduled on-call status approved by the Employer and who, after being activated by the Employer, work more than thirty-five (35) minutes beyond their shift will be eligible for the two (2) hour minimum as described above.

(c) Employees who are requested to work beyond their regularly scheduled shift and are not on-call shall not be eligible for on-call payments for these periods, but will be eligible for overtime as described in Article X, Overtime.

E. On-call RNs who are scheduled to work before 12:00 PM the day following their call will be treated as follows:

(1) Any on-call employee called into work between the hours of 1:00 a.m. and 4:00 a.m. shall receive a guarantee of eight hours off on a voluntary basis from the time they leave the hospital to the beginning of his or her next scheduled shift. He or she will be paid four hours of sleep time at regular pay. The remaining time may be taken as PTO/VTO.

(2) On-call employees called in after 4:00 a.m. who are scheduled to work following the worked on-call shift, will be released after working a total of 8 hours, or sooner using PTO/VTO if the schedule permits and may take a break prior to starting their regular shift.
F. Any on-call employee who is called in and reports to work at 4:00 a.m. or after and finishes prior to 7:00 a.m. when he/she is scheduled to work at 7:00 a.m., shall receive a minimum of three hours of overtime at time and one-half, regardless of the actual amount of hours worked.

G. If an employee is scheduled to be on call and is called in to work at least one hour before the start of his/her regularly scheduled shift and this time is continuous to the nurse’s scheduled hours, the employee will be paid at the rate of one and one-half (1½) times his/her regular rate of pay for the first two (2) hours the employee works,

H. Any nurse who is called in will be compensated at double time after eight (8) hours of on call work in a twenty-four (24) hour period, commencing with the beginning of his/her on-call shift.

I. While an employee is on on-call status, the Employer will provide the employee with a working beeper if requested by the employee.

Section 3 Voluntary Call: No employee will be required to be on call except under external or internal situations of disastrous proportions.

(a) Voluntary Call 1:

(1) An RN scheduled to work a shift may agree to voluntarily be placed on call due to the decreased operational needs of the unit. Such RNs will be paid at the rate of $5.25/hour for each hour the RN agrees to be on call. An RN must notify the Hospital where they can be reached, and must report to the Hospital within forty-five (45) minutes.

(2) If the RN is called into work during the time that the RN is in VC1, the employee will be paid at his/her regular rate of pay. If the RN is not called into work, the RN may use PTO/VTO to cover scheduled hours.
(3) An RN will be guaranteed a minimum of 4 hours of on-call pay if the RN agrees to be placed on Voluntary Call 1 status by the Hospital, except for RNs agreeing to be placed on on-call status for the night shift, in which case the RNs will be guaranteed a minimum of 8 hours on-call pay, unless they agree to fewer hours in advance.

(b) Voluntary Call 2:

(1) An RN may agree to voluntarily be placed on call due to the operational needs of the unit. In the event a unit experiences an increase in census or acuity, the Hospital may activate the use of Voluntary Call 2. An RN may choose to sign up for Voluntary Call 2 in addition to her/his regularly scheduled hours. The RN must notify the Hospital where s/he can be reached, and must report to the Hospital within thirty (30) minutes after being called. The RN will be compensated at the rate of $4.00 per hour for all hours on voluntary call. If the RN is called in to work s/he will be compensated at the rate of one and one half (1 ½) times his/her straight time hourly rate of pay.

(2) If a unit requires the use of Voluntary Call 2 to staff the unit for three (3) months or more, the Hospital will bring the issue to the Staffing Labor Management Committee and present relevant information about the use of such call.

ARTICLE XII

VARIABLE HOURS — RN

Section 1 The Employer will create a variable hours RN position, known as Variable RN. The position shall function as follows: a nurse who is regularly scheduled to work forty (40) hours per week may be flexed down by eight (8) hours per week; a nurse who is regularly scheduled to work thirty-two (32) hours or less per week may be flexed down by eight (8) hours
per week. A nurse who is regularly scheduled for a twelve (12) hour shift may be flexed down by either four (4), eight (8), or twelve (12) consecutive hours at the beginning or end of the nurse’s shift, but no more than twelve (12) hours per week. The regularly scheduled weekly hours for a Variable RN position shall constitute base hours for the position. The Employer will determine the number of Variable RN positions, if any, in a unit, and will provide notice of this number to the Association. The Employer may convert up to twenty-five percent (25%) of bargaining unit positions (not including per diem employees and Team Leaders), to variable positions. The Employer will not lay off an RN on a particular unit in order to create a Variable RN position on that unit.

**Section 2** Variable RN positions may be created and filled as follows: The Employer will determine by shift and hours the number of Variable RN positions, if any, it desires to fill on a unit. The Employer will first seek volunteers from existing RN unit staff who are willing to convert their positions into variable RN positions, and will accept, in the order of seniority, as defined in Article VII, Seniority, Sections 1 and 5 (bargaining unit seniority), those volunteers whose existing shift and hours match the desired positions. The Employer may also use vacant positions or vacant hours to create variable RN positions. In the event there is no qualified internal applicant for the variable RN positions, the Employer shall have the right to fill the positions with an external applicant.

**Section 3**

(a) Variable RNs will be regularly scheduled to work their base hours. When the schedule is posted, if a choice of flex down days is possible, based on the operational needs of the unit, variable RNs will have an opportunity to designate their preference for what day they prefer to flex down. At any time during the schedule, RNs filling variable positions, followed by
RNs filling non-variable positions, may volunteer to flex down if such a flex down is required by the patient census or schedule, and is in accordance with the operational needs of the Employer. Nothing in this section shall preclude a volunteer from taking the option of being flexed down instead of a Variable RN if the Variable RN would prefer not to be flexed down. If there is a per diem scheduled to work and the Variable RN prefers not to be flexed, the per diem will be cancelled.

(b) The Employer will notify the variable RN of cancellation no less than one and one half (1½) hours prior to the starting time of the RN’s shift. Variable RNs may access accrued PTO/VTO for their flexed down hours. The Variable RN may volunteer to be placed on call for his/her flexed down hours, consistent with the operational needs of the Employer and in accordance with Article XI, On-Call Requirements.

(c) If a nurse must displace a variable hours RN under the reduction in force procedure, the displacing nurse will have the option to assume either the variable hours RN position, or a position with fixed hours equal to the base hours per week of the variable hours RN position.
ARTICLE XIII
HOLIDAYS

Section 1  Full-time employees will be eligible for the following eight (8) holidays with pay:

New Year’s Day  Columbus Day
Memorial Day  Thanksgiving Day
Independence Day  Christmas Day
Labor Day  President’s Day
Veteran’s Day (There will be no PTO accrual on Veteran’s Day)

Section 2  The holiday period begins with the starting time of the shift closest to midnight on the eve of the holiday (usually the shift beginning at 11:00 p.m.), and ends twenty-four (24) hours later, except for Christmas Day and New Year’s Day, which begin at 3:00 p.m. on the eve of the holiday, and end at 11:30 p.m. on the holiday.

An RN whose holiday it is to work will work his/her entire scheduled shifts (8, 10 or 12 hours) even if shifts overlap the holiday. An RN whose holiday it is to be off shall be off his/her entire holiday shifts. If an RN whose holiday it is to be off agrees with his/her manager to work any part of the holiday, he/she will receive holiday pay, but this shall not count toward the RN’s holiday commitment. The number of RNs allowed to take a holiday off at the same time and the number of holiday hours necessary to be worked, will be determined within the discretion of the Employer, based upon operational considerations of the unit.

The holiday commitment for employees regularly working the 11:00 p.m. to 7:30 a.m. shift is considered to start at 11:00 p.m. on the eve of the holiday. RNs who are working on a holiday and who are requested to work overtime beyond their regularly scheduled shift by their
manager (or his/her designee) shall receive double time for all overtime hours worked on that holiday. An employee who is regularly scheduled to work between the hours of 7:00 a.m. and 11:30 p.m., and who is requested by the Employer to work 11:00 p.m. to 7:30 a.m. on the night of a holiday, rather than his/her regularly scheduled shift, will receive holiday premium pay for the night shift. An employee who is regularly scheduled to work a ten (10) hour shift or a twelve (12) hour shift will be expected to work his/her regularly scheduled shift on a holiday, or find suitable coverage for the shift, without incurring overtime. An RN who is scheduled to work a combination of eight (8), ten (10) or twelve (12) hour shifts may be scheduled to work eight (8), ten (10) or twelve (12) hours on their assigned holidays based on the operational needs of the unit. Requests for less than ten (10) or twelve (12) hours on a holiday shift will be honored when operational needs permit and will be equitably assigned by the manager.

Section 3  “Holiday pay” is defined as pay at the rate of one and one-half (1½) times an employee’s base rate for all hours worked on the holiday, including shift and weekend differentials where applicable. Employees will only receive holiday pay for hours actually worked during the holiday period.

Section 4  Holiday pay will be paid for the actual holiday date designated in accordance with the holiday schedule published annually by the Human Resources department. In a Monday through Friday operation, if a holiday falls on a Sunday, it will be celebrated on a Monday; if a holiday falls on a Saturday, it will be celebrated on a Friday. In a unit or department which regularly operates on a Saturday, if the holiday falls on a Saturday, it will be celebrated on the Saturday on which it falls; however, if the holiday falls on a Sunday, it will be celebrated on a Monday. In a continuous operation in a unit or department, the holiday will be celebrated on the actual day on which the holiday falls.
Section 5 Employees who do not work on a holiday but who are eligible for PTO will be paid for the holiday as follows:

(a) An employee receives eight (8) hours of scheduled PTO.

(b) An employee who is regularly assigned to a shift of ten (10) or more hours per day receives from their PTO accrual the number of hours for which s/he is regularly assigned.

Section 6 If an RN works the holiday in a holiday week, he/she may request a PTO day within the same week. If an RN is off the holiday in a holiday week, he/she may request a PTO day on the holiday or schedule their regular shifts and bank their PTO. Such requests will be decided by mutual agreement after due consideration, based upon operational needs of the unit. An RN who is not working on the holiday will receive shift differential in his/her holiday pay if the employee is regularly assigned to a premium shift. RNs working a shift or weekend for which a differential is paid will receive the differential for which they are eligible under Article XVI, Eligibility for Shift Differentials. If a 40 hour RN requests to take a day off during the same week that he/she worked a holiday, the Hospital will endeavor to provide him/her with such requested day off, as long as his/her day off request was made prior to the schedule being posted.

Section 7 The hours worked by an employee on a holiday are credited toward the total hours worked by the employee for the purposes of payment of overtime for hours worked in excess of forty (40) hours in one week. PTO hours used for purposes of a holiday are not included as time worked for the purposes of payment of overtime. There shall be no pyramiding of overtime or holiday pay.
Section 8  When a holiday occurs during an employee’s paid leave of absence, or during an employee’s paid absence due to an industrial accident, the employee will not receive holiday pay. An employee who is working in a reduced schedule following an industrial accident will accrue PTO on a pro-rated basis.

Section 9  If a holiday falls during an employee’s first one hundred and eighty (180) days of work, the employee may have PTO time advanced to him/her for holidays recognized by the Employer, as defined in Section 1 above. If an employee has had such PTO time advanced, and s/he subsequently terminates his/her employment with a negative PTO balance, repayment for this negative balance will be deducted by the Employer from the employee’s final paycheck.

Section 10  An employee at his/her request may receive holiday pay in blocks of time greater than eight (8) hours; however, all of the employee’s hours combined (hours worked and PTO time) may not exceed forty (40) hours per week.

Section 11  An employee may take a religious holiday either as a scheduled PTO day, subject to reasonable approval by the employee’s manager, or, if no PTO is available, without pay.

Section 12  Subject to the operating needs of the Employer, holidays will be rotated as equally as practical to afford each employee a fair share of holidays off.

Section 13  Holiday schedules shall be posted in nursing units on April 1 and October 1 for the following six months, provided that specific unanticipated changes can be made by the Hospital in order to provide coverage.

Section 14  Any nurse who is either cancelled or has someone else work their holiday, shall have fulfilled their holiday commitment for that holiday, provided that a substitute shall not receive holiday credit.
ARTICLE XIV

PAID TIME OFF (PTO)

Section 1  All regular full time and regular part time employees regularly scheduled for twenty (20) or more hours per week are eligible to participate in the Hospital’s paid time off (PTO) plan. Requests for PTO during the period between December 20 to January 2 of any year will be considered, subject to the reasonable operating needs of the unit, department, or service, as the case may be.

Section 2  Paid time off is a program which provides eligible employees time off with pay in lieu of vacation, holidays, sick leave, personal days and other paid time off.

Section 3  All eligible employees covered by this Agreement must participate in the Hospital’s PTO program. In order to insure adequate staffing for the operation of units, PTO time off will be scheduled by department managers. Preference for PTO will be given in accordance with Article XXXIV, Scheduled Time-Off Requests.

Section 4

(a)  Absences due to illness or due to illness of an immediate family member or due to a physician’s appointment of an immediate family member may also be charged to PTO. Such absences will be recorded as scheduled or unscheduled.

(b)  For purposes of this policy, “immediate family member” is as defined in the federal Family and Medical Leave Act of 1993.

Section 5  PTO is accrued based on position, length of service and officially recorded scheduled hours, including hours worked above and beyond base scheduled hours, not to exceed 40 (forty) hours but not less than regularly scheduled hours and including hours cashed in under the PTO program.
Accrual rates for RNs hired before October 1, 1996 and for RNs hired on or after October 1, 1996 are set forth in Appendix B.

Section 6 Employees are not eligible to receive PTO hours until twenty-seven (27) weeks of benefit eligibility have been completed.

(a) No employee may accrue more than four hundred (400) hours (ten (10) weeks) of PTO. Notwithstanding the above, any nurse who has three hundred (300) hours or more of PTO accrued as of January 30, 2010 shall be grandfathered and may continue to accrue up to a maximum of four hundred eighty (480) hours of PTO.

(b) Eligible employees may request a PTO Cash-in up to three (3) times per year in accordance with Hospital policy, and the following eligibility criteria:

(i) Employee has used at least half (½) of their annual accrual of PTO during the preceding twelve (12) months; and

(ii) Employee has a minimum of forty (40) hours of accrued PTO time following the Cash-in; and

(iii) The maximum amount of PTO time allowed to be cashed-in is one hundred (100) hours each time.

(c) PTO will be advanced to employees for scheduled holidays during the first twenty-seven (27) weeks of employment. The maximum number of PTO hours advanced will be forty-eight (48).

(d) Should an employee terminate with a negative PTO balance, the balance of hours owed will be withheld from her/his paycheck.
(e) If an employee is denied the opportunity to use a minimum of five days of PTO during a calendar year by management, in writing, due to operational needs, and if he/she has not been able to use at least half (½) of his/her annual accrual of PTO during the preceding twelve (12) months due to such denial of PTO, he/she may cash-in for an amount equivalent to the unused PTO time that he/she was denied, in addition to the one hundred (100) hour maximum described above in Section 6(b)(iii) above, consistent with the remainder of Article XIV, Section 6.

Section 7 Employees scheduled to work less than twenty (20) hours per week are not eligible to accrue PTO but may be granted time off, without pay, equivalent to the PTO allowance granted to regular part time employees under this Article.

Section 8 Shift differential is included in an employee’s PTO pay only if at the time the employee takes scheduled PTO, s/he is regularly assigned to a shift in which all or part of his/her schedule of hours is premium shift time. “Regularly assigned” means having been on a schedule for thirty (30) days or more in which the schedule includes premium shift time. Employees are not eligible for other differential or premium in connection with PTO.

Section 9 Employees who terminate employment from the Hospital are entitled to be paid accrued PTO with their final paycheck, if otherwise eligible for PTO.

(a) No shift differentials are paid as part of terminal PTO payments.

(b) Employees changing from regularly scheduled status to per diem or non-benefited part time status must be paid all PTO hours at the time their status changes.

Section 10 Nothing in this Article shall limit the Employer’s right to discipline employees for suspected absenteeism abuse or for excessive unscheduled leave, provided that such discipline is in accordance with Article XXIII, Discipline and Discharge.
Section 11  When an employee reaches the maximum accrual, he/she shall receive a message on his or her pay stub which shall indicate “PTO has reached maximum accrual.”

Section 12  Variable Nurses who have exhausted their PTO days a majority of the time due to cancellation shall be permitted to borrow up to one (1) week of PTO time for vacation use, subject to the operating needs of the unit.

ARTICLE XV

WAGES

Section 1  Wage rates for members of the bargaining unit are set forth in the schedules attached to this Agreement as Appendices A-1 through A-3.

Section 2

(a)  Newly hired hourly-paid RNs will be placed on the applicable wage schedule at the appropriate step considering their total “Nurse Experience.” “Nurse Experience” for newly hired RNs shall consist of the yearly total of all active work as an RN in a position where an RN license was required, including per diem, part-time, and supervisory work at Northeast Hospital Corporation or elsewhere. Nurse Experience shall be rounded down to the year (e.g. two and two thirds years as an RN shall count as two years of Nurse Experience). Time worked as an RN before and after any breaks in service shall be included in the Nurse Experience total. In no case may a newly hired RN be hired at a rate in excess of the highest paid incumbent in the department or unit with equivalent experience.

(i)  Time spent working as an LPN in a position in which an LPN license is required shall be credited at a ratio of two-to-one (2:1) (e.g., two (2) years of LPN service shall be equal to one (1) year’s experience) and the
maximum number of years to be credited will be three (3) years, whether that experience was within Northeast Hospital Corporation or not.

(ii). Time spent working as a paramedic shall be credited at a ratio of two-to-one (2:1) (e.g., two (2) years of paramedic service shall be equal to one (1) year’s experience) and the maximum number of years to be credited will be three (3) years, whether that experience was within Northeast Hospital Corporation or not. Time spent working as Surgical Technician shall be credited at a ratio of two-to-one (2:1) (e.g., two years of Surgical Technician service shall be equal to one (1) year’s experience) and the maximum number of years to be credited will be three (3) years, whether that experience was within the Northeast Hospital Corporation or not. Time spent working as a non-RN in a direct health care provider position, which shall include Clinical Associate, Respiratory Therapist or Physical Therapist shall also be credited at a three to one (3:1) ratio and the maximum number of years to be credited will be two (2) years, whether that experience was within the Northeast Hospital Corporation or not.

(b) Newly hired RNs may appeal their placement based on experience within twelve (12) working days after the completion of their trial period or any extension thereof. They must do so by sending a written notice of their appeal, including a description of their appeal to the Union on an agreed upon form. After review by the Union, and a determination by the union that all the criteria in section 2 have been met, but in no event later than five (5) business days, the appeal will be given to the Employer, unless rejected by the Union. The Employer and two (2) representatives from the MNA will meet to attempt to resolve the claim.
over appealed nurse experience. If unable to resolve the appealed nurse experience level, the appeal shall be processed as described in (f) below.

(c) Existing RNs shall also be placed on the applicable wage schedule at the appropriate step considering their total “Nurse Experience” as defined above. Any existing RNs hired before July 1, 2009 will be given a single opportunity to appeal their experience level placement, provided that, an RN shall only have one opportunity to appeal. RNs who appeal their nurse experience level will have an opportunity to challenge their level in writing, once each calendar year during the first three (3) weeks of March. They must do so by sending a written notice of their appeal to the Union on an agreed upon form. After review by the Union, and a determination by the Union that all the criteria in Section 2 have been met, but in no event later than five (5) business days, the appeal will be given to the Employer, unless rejected by the Union. The Employer and two (2) representatives from the Union will then meet to hear the appeal on nurse experience. If unable to resolve the appealed nurse experience level, the appeal shall be processed as described in (f) below with the understanding that no retroactive pay will be available prior to the date the written appeal was submitted to the Employer.

(d) RNs who (1) leave the employment of Northeast Hospital Corporation, (2) are reemployed by NHC, (3) who worked elsewhere in the interim, and (4) whose seniority is not broken, under Article XV, Section 6 (m), shall, subject to subsection (g) below, have experience credit applied in accordance with subsection (c) above.

(e) If the four (4) person appeal committee cannot resolve a claim over an appealed Nurse Experience Level regarding an RN, such appeal will be subject to grievance and arbitration, provided that no grievance may be filed over an appealed Nurse Experience Level issue unless (1) the issue has been addressed first through collective bargaining; and (2) federal
mediation has occurred. Such grievances may be filed at Step 3. In addition, the parties may arbitrate more than one “experience” grievance at a time by mutual agreement.

(f) Any placements made under section (2), as under past contracts, shall be made with the understanding that in the past, under previous contracts, RNs were not advanced until “parked” at a step for a year or were “parked” at a step for a number of months, or whose applied non-RN experience was calculated correctly at the time based on current or previous contract conversions, such as those in section (c) (i) and (ii) (e.g., a surgical tech whose experience was calculated at a 3:1 ratio shall not now be entitled to experience based on the 2:1 ratio.) It is not the intention of the parties to disregard this contract/bargaining history when making step placements or determining if an RN is on the appropriate step. Accordingly, the parties recognize that steps do not necessarily accurately reflect experience and retroactivity shall not occur. Notwithstanding this, the parties agree that determining an RNs appropriate experience is important and shall be done as described herein.

Section 3

(a) Eligible hourly-paid employees on the evening shift shall be paid a differential of $3.00 per hour.

(b) Eligible hourly-paid employees working on the night shift shall be paid a differential of $6.25 per hour

(c) Eligible hourly-paid employees working on weekend shifts shall be paid a differential of $2.50 per hour.

(d) Separate Weekend Differential – The Employer will pay a $7.00 per hour differential to any regular RN who works a weekend shift in addition to his/her agreed weekend commitment. This separate weekend differential applies to shifts of 4-hours or more that are
worked in addition to an RN’s agreed weekend commitment. In order to receive this $7.00 per hour differential, the RN must have worked his/her scheduled weekend commitment the weekend before and the weekend after the weekend during which the extra shift is worked.

Section 4

(a) Temporary Charge- Eligible hourly-paid employees who temporarily fill charge positions shall be paid a differential of $1.75 per hour. In order to be considered in charge, an RN must be in charge of at least one other employee.

(b) Team Leaders / Service Leaders (Surgical Services)- Eligible hourly-paid employees who permanently fill charge positions shall be paid a differential of $2.75 per hour. All team leaders must work a minimum of 24 hours per week on a regular basis in the unit they are assigned.

(c) Preceptor Pay- Eligible hourly employees working as Preceptors shall be paid a differential of $2.00 per hour.

(d) BSN – All staff RNs and clinical educators who possess a Bachelors of Science in Nursing (BSN) degree shall be paid a differential of $0.50 per hour for all hours worked. The differential shall commence on the date indicated on the diploma, provided that the diploma is submitted to the Hospital within 90 days of the date on the diploma. Otherwise, the differential is effective upon receipt of the diploma by the Hospital.

(e) MSN – All staff RNs and clinical educators who possess a Master’s of Science in Nursing (MSN) degree shall be paid a differential of $1.00 per hour for all hours worked. The differential shall commence on the date indicated on the diploma, provided that the diploma is submitted to the Hospital within 90 days of the date on the diploma. Otherwise, the differential is effective upon receipt of the diploma by the Hospital.
(f) RN First Assist – All staff RNs working as an RN First Assist shall be paid a differential of $5.00 per hour when working as an RN First Assist. The RN First Assist differential may be compounded with the Team Leader or Specialty Leader differential when also working as an RN First Assist.

(g) Specialty Leader – RNs performing in the role of Intraoperative Specialty Leader as set forth in the Memorandum of Agreement entitled “Specialty Leader (a.k.a. Service Leader) Cross-Campus Wide Program for Intraoperative Specialty Leaders” shall be paid a differential of $2.75 per hour.

Section 5

(a) Employees in the following classifications shall be paid a guaranteed weekly salary and treated as exempt employees under the Fair Labor Standards Act. These employees shall be placed on the salary schedules set forth in Appendices A-1 through A-3.

- Quality Case Managers (Beverly Hospital and Addison Gilbert Hospital)
- PHO Case Managers
- Clinical Educators and Clinical Specialists

(b) The position of Psychiatric Nurse Specialist shall be placed on the Clinical Educator Salary Schedule (Appendix A-1). The positions of Lactation Consultant and Breast Care Coordinator shall be placed on the RN Wage Schedule (Appendix A).

Section 6

Except as otherwise stated below, effective on the first day of the first payroll period after the date of ratification*, the following shall occur:

(a) Steps as specified in the 2010-2011 contract will continue through December 31, 2011, and then be resumed on January 1, 2014;
(b) Step 1 shall be eliminated and RNs on Step 1 will be moved to Step 2, notwithstanding any language in the contract to the contrary;

(c) A new top step on Appendix A shall be added at 1.5% above Step 17**. One year later, this new top step will be increased by an additional 1.5%;

(d) Each RN on Step 17** for at least one year on the date of ratification shall advance to the new top step. Thereafter, RNs at Step 17** shall advance to the new top step on their anniversary date;

(e) Effective January 1, 2012, on his/her anniversary date, each RN eligible for advancement on Appendix A, except RNs covered by 4 above, shall advance to a dollar amount, midway between his/her current step and the next higher step;

(f) Effective January 1, 2013, on his or her anniversary date, each RN eligible for advancement on Appendix A, other than RNs on the top step on Appendix A, shall be advanced from the mid-point to the next higher step;

(g) RNs hired during calendar year 2013 of the contract will be placed on the appropriate step, as opposed to the mid-point;

(h) At the end of calendar year 2013, no RN will remain at the mid-point between steps;

(i) **August 1, 2013:** During the first payroll period following August 1, 2013, RN’s at the top of the wage scale shall receive a lump sum payment, which shall equal one percent (1%) of a full-time or part-time nurse’s hourly base rate (annualized) for his/her regularly scheduled hours as of August 1, 2013, less applicable withholdings. The lump sum payment is
in lieu of a COLA increase and is not tied to production or hours of service. The lump sum shall not be part of base pay for calculating overtime, vacations, holidays or differentials. In order to be eligible for the payment, a nurse must be employed by the Hospital or be on the eligible per diem list on August 1, 2013 and not received advancement to the new top step on Appendix A in the previous six (6) months.

Pro ration of the lump sum, less applicable withholdings, for per diem RN’s shall be as follows:

- **Level 3** - $375
- **Level 2** - $300
- **Level 1** - $175

(j) Effective on January 21, 2007 only RNs with five (5) or more years of Northeast Hospital Corporation RN experience shall be eligible to be advanced to Step 18 after reaching Step 17.

(k) If an RN leaves employment as a result of a resignation or retirement and is rehired within one year, she/he will be rehired on the same salary step the RN was on when she/he left employment.

(l) Steps on the Quality Case Manager wage scale shall be increased the same percentages and on the same dates as staff RN steps, as shown on Appendix A-1.

(m) Steps on the Clinical Educator wage scale shall be increased the same percentages and on the same dates as staff RN steps, as shown on Appendix A-2.

(n) PHO Case Management steps 11 and 12 shall be treated similar to other RNs at steps 17 and 18.
ARTICLE XVI

ELIGIBILITY FOR SHIFT DIFFERENTIALS

Section 1  Evening and night shift differentials shall be paid only when an employee works at least four (4) hours during the evening or at least four (4) hours during the night shift.

Section 2  For the purposes of this Article, the evening shift starts at 3:00 p.m. and ends at 11:30 p.m., and the night shift starts at 11:00 p.m. and ends at 7:30 a.m.

Section 3  Shift differential is paid for PTO, except upon termination.

Section 4  Shifts which overlap existing shifts shall be paid in accordance with the shift when the hours are worked, provided that the four (4) hour minimum for each shift is met (except as noted below), e.g., employees who work twelve (12) hour shifts of 7:00 p.m. to 7:00 a.m. will receive a four (4) hour evening shift differential and an eight (8) hour night shift differential. A nurse who is regularly assigned to the evening shift, who is requested by the Employer to extend his/her shift to the night shift, shall be entitled to the night shift differential for the hours s/he works on the night shift, regardless of the number of hours worked. A nurse who is regularly assigned to the night shift, who is requested by the Employer to come in before his/her shift to work on the evening shift, shall be entitled to the evening shift differential for the hours s/he works on the evening shift, regardless of the number of hours worked.

Section 5  Any employee who is regularly assigned to the evening or night shifts who is temporarily reassigned to the day shift, will receive the differential s/he regularly receives during such a temporary reassignment.
Section 6  Weekend differentials are paid starting at 11:00 p.m. on Friday and ending at 7:30 a.m. on Monday. For those RNs who work twelve (12) hour weekend night shifts, the differential will be paid starting at 7:00 p.m. on Friday nights.

Section 7  Weekend differentials are not paid for PTO or EIB.

ARTICLE XVII

FLOATING

Section 1  A mutual goal of the Employer and the Association is to minimize the need for floating. The Employer will endeavor to schedule employees to work on their regularly assigned unit. However, employees who have been oriented to and who have met the Employer’s competency standards for a specific area, may be required to float to that area. Except where extenuating circumstances exist, new graduate hires will not be required to float until six (6) months following their date of hire.

Section 2  The Employer will determine when floating is necessary. Floating will be assigned in the unit, area or department in rotation by inverse seniority. No nurse will be floated to cover cancellation on another unit for a holiday unless by mutual consent. No nurse will be floated to cover more than one unit per shift (excluding the RN’s home unit) unless mutually agreed. If a nurse floats for four (4) hours or less, the Employer will endeavor to give the nurse reduced work assignments.

Section 3  Cross-campus floating will be voluntary, except for case managers, surgical service employees, education employees and employees hired for or currently in cross-campus positions. Nurses from the cross-campus float pool will have cross-campus float differentials included in calculations for PTO pay. Nurses required or requested to float across
campuses will receive reimbursement for miles driven between campuses. Mileage reimbursement will be provided at a rate established by Hospital policy. In establishing its mileage reimbursement rate, the Hospital will take into account the Internal Revenue Service (IRS) mileage reimbursement rate in effect at that time. Except in the event of an emergency, the Hospital will endeavor to avoid floating a nurse to work on more than one campus (excluding the RN’s home campus) per shift.

Section 4  Team leaders functioning in the role of charge shall not float. Nurses who are temporarily designated for charge on a shift shall be excused from floating if no other nurses in the unit, department or area are reasonably available to serve as team leader nurse on that shift. If there are multiple charge nurses or team leaders scheduled for a shift, the individual not functioning as charge nurse must be entered into the rotation for float.

Section 5  Traveler/agency nurses, then per diem nurses on a unit, department or area will be floated before any other unit employee.

Section 6  The RN Cross Campus Float team members will be compensated at a rate of $3.50 in addition to base pay and any applicable differentials pursuant to Article XVI. Weekend rotation for RN’s on the Cross Campus Float team will be every fourth weekend.

Section 7  Except for RNs in positions where cross-campus floating is an expectation, RNs who voluntarily float cross-campus shall receive a differential of $3.50 per hour.

Section 8  Staff on the inpatient care units on Steele 1, Telemetry and ICU at AGH may be scheduled, on a voluntary basis, to rotate to a similar unit at BH for a week’s schedule once a quarter to maintain an appropriate level of clinical competence with medical, surgical, telemetry and critical care patient populations.
ARTICLE XVIII

REDUCTION IN FORCE - RNS

In the event that the Employer determines that a reduction in force is necessary, layoffs shall be conducted by position and unit, as determined by the Employer. Layoffs will be carried out on the basis of seniority as defined in Article VII, Seniority, Sections 1 and 5 and in accordance with the procedure below.

Section 1 Except in the case of an emergency (excluding normal fluctuations in patient census), when a decision to lay off RNs has been made, the Employer will notify the Association and, within ten (10) calendar days, the parties will confer relative to the use of alternative procedures. The Employer will provide the Associate Director of the Association and two of the bargaining co-chairs with the names of RNs affected by the RIF two business days prior to notifying the affected nurses, provided that the Associate Director and co-chairs agree that the names provided by the Hospital will not be shown or revealed to any other individuals, including other bargaining unit members and the affected nurses, prior to such time as the affected RNs are notified by the Hospital. Notice shall be sent to the affected RNs by certified mail to the RN’s address as it appears in the Employer’s personnel records or by written hand-delivered notice. Concurrent notice shall be sent to the Association by first class mail or written hand-delivered notice.

Section 2 A “reduction in force” shall be defined as an Employer-initiated separation of an RN from employment, including an involuntary permanent reduction of eight (8) or more hours. A reduction of hours becomes permanent after ninety (90) consecutive days, at which point an RN is eligible to exercise his/her rights under this Article.
Section 3

(a) In lieu of being laid off, any RN who is qualified as defined in this Article may fill any vacancy in the bargaining unit.

(b) Temporary and probationary employees will be laid off first. The RN with the least seniority, as defined in Article VII, Seniority, Sections 1 and 5 in the unit and position in which the reduction is to be made, will be laid off after all temporary and probationary employees are laid off.

Section 4

Regularly scheduled RNs who have eighteen (18) months of seniority, as defined in Article VII, Seniority, Sections 1 and 5 (bargaining unit seniority) shall have bumping rights as described below, provided that the following criteria are met.

(a) An RN may bump only an RN with lesser seniority, as defined in Article VII, Seniority, Sections 1 and 5;

(b) An RN must be qualified in the judgment of the Employer (such judgment shall not be exercised arbitrarily or capriciously), based upon his/her knowledge, skills and ability to perform safely and satisfactorily the functions of the position within a five (5) week period, provided that this period shall not be considered a trial period;

(c) An RN may only bump another RN who is scheduled for the same hours, as defined in Section 5 (b)(i) below;

(d) An RN must give a decision to the Human Resources Department within the time limits set by the Employer on whether bumping rights will be exercised and how they will be exercised;

(e) All bumping shall occur in “rounds” on the basis of seniority (most senior selects first), as defined in Article VII, Seniority, Sections 1 and 5.
(f) If the Employer determines that there has been a significant impact on a unit, so as to affect its character or ability to efficiently operate, as a result of bumping, it may, after consultation with the Association, designate the unit as “exempt” from bumping. The Employer’s determination with respect to this Section shall be subject to Article XXVII, Grievance and Arbitration Procedure.

(g) An RN who bumps another RN shall work the scheduled hours of the RN who is bumped;

(h) Any RN who exercises bumping rights will be given normal orientation within the unit into which s/he bumps, provided that this shall not affect a determination as to whether or not the RN is qualified before s/he bumps.

Section 5  Bumping will occur as follows:

(a) Reductions in force shall occur in reverse order of seniority as defined in Article VII, Seniority, Sections 1 and 5, in a position and unit in which the reduction is to be made.

(b)(i) An RN who is qualified to bump shall first have the option to bump a less senior RN within the unit from which he/she is currently working, so long as the bumping RN has the same hours as the RN who is bumped. “Same hours” shall be defined as the number of hours currently scheduled by the bumping RN plus or minus eight (8) hours. “Unit” shall be defined as the RN’s department in the location where s/he is currently scheduled.

Section 5 (b) (ii)

In the event there is no RN available to bump through (i) above, the bumping RN may bump (as described above) any less senior RN, in any unit within his or her group, provided that the RN being bumped has less than ten years seniority and, further provided, that in addition
to the ten (10) days above, bumping must occur in accordance with the following schedule, after which bumping shall cease.

<table>
<thead>
<tr>
<th>One to ten RNs chosen for RIF</th>
<th>7 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eleven to twenty RNs chosen for RIF</td>
<td>14 days</td>
</tr>
<tr>
<td>Over twenty RNs chosen for RIF</td>
<td>21 days</td>
</tr>
</tbody>
</table>

**RN From: ICU / CCU may bump:**
- Cardiac Rehab
- ED
- Endoscopy
- Float Pool
- J2
- J3
- J5
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- Pain Management Center
- PAT
- Rapid Response Nurse
- SAU
- SDC/PACU
- Steele 1
- Telemetry (J4/Steele 1 – Tele)

**RN From: ED may bump:**
- Cardiac Rehab
- CCU
- Endoscopy
- Float Pool
- ICU
- J2
- J3
- J5
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- Pain Management Center
- PAT
- Pedi
Rapid Response Nurse
SAU
SDC/PACU
Steele 1
Telemetry (J4/Steele 1 – Tele)

RN From: TELEMETY (J4/Steele 1 – Tele) may bump:
Cardiac Rehab
Endoscopy
Float Pool
J2
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
Pain Management
PAT
SAU
SDC
Steele 1

RN From: STEELE 1 may bump:
Float Pool
J2
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
PAT
SAU

RN From: J2 may bump:
Float Pool
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
PAT
SAU
Steele 1 MED/SURG
RN From: **J3 may bump:**
- Float Pool
- J2
- J5
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- PAT
- SAU
- Steele 1 Med/Surg

Telemetry (if ACLS certified)
RN From: **ENDOSCOPY may bump:**
- Float Pool
- J2
- J3
- J5 (No Pedi)
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- Pain Management Center
- PAT
- SAU
- SDC / PACU
- Steele 1 MED/SURG
- Telemetry (J4/Steele 1 – Tele)

RN From: **Operating Rooms (BH/AGH/BH AT DANVERS) may bump:**
- All Operating Rooms
- LMI
- Pain Management Center

RN From: **PAT may bump:**
- J2
- J3
- J5
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- SAU
- Steele 1
RN From: **SURGICAL DAY CARE/PACU (BH/AGH/BH AT DANVERS)** may bump:
- All SDC/PACU Departments
- ICU/CCU
- Endoscopy
- Float Pool
- J2
- J3
- J5
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- Pain Management Center
- PAT
- Rapid Response Nurse
- SAU
- Steele 1
- Telemetry (J4/Steele 1 – Tele)

RN From: **J6 (Oncology)** may bump:
- Chemotherapy
- Float Pool
- J2
- J3
- J5
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- PAT
- SAU
- Steele 1

RN From: **J5** may bump:
- J2
- Float Pool
- J3
- J6
- LMI
- Medical Day Care/Ambulatory Clinics/Breast Center
- PAT
- SAU
- Steele 1
RN From:  **Intravenous Therapy may bump:**
Float Pool
J2
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
PAT
SAU
Steele 1
Infusion Clinics

RN From:  **Infusion Clinics and J6 Oncology may bump:**
Infusion Clinics
Intravenous Therapy

RN From:  **Medical Day Care/Ambulatory Clinics/Breast Center may bump:**
Float Pool
J2
J3
J5
J6
LMI
PAT
SAU
Steele 1

RN From:  **CASE MANAGER may bump:**
Float Pool
J2
J3
J5
J6
LMI
PAT
SAU
Steele 1
RN From: EDUCATORS may bump:
Float Pool
J2
J3
J5
J6
LMI
PAT
SAU
Steele 1
Units in their specialty

RN From: CARDIAC REHAB may bump:
Float Pool
J2
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
SAU
Steele 1
Telemetry (J4/Steele 1 – Tele)

RN From: CARDIOVASCULAR SUITE DEPARTMENT may bump:
Endoscopy
Float Pool
J2
J3
J5
J6
LMI
Medical Day Care/Ambulatory Clinics/Breast Center
PAC
SAU
SDC
Steele 1
Telemetry (J4/Steele 1 – Tele)
Cardiac Rehab
ED
RN From: Pedi may bump:
  Float Pool
  J2
  J3
  J5
  J6
  Medical Day Care/Ambulatory Clinics/Breast Center
  Special Care Nursery
  Steele 1
  SAU

RN From: FLOAT POOL may bump:
  J2
  J3
  J5
  J6
  LMI
  Medical Day Care/Ambulatory Clinics/Breast Center
  SAU
  Steele 1
  PAT
  Any unit if specialty certification and experience in that unit

RN From: MATERNAL & NEWBORN SERVICES may bump:
  Special Care Nursery
  Pedi
  A unit which the RN transferred from and/or has previous experience in that specialty

RN From: SPECIAL CARE NURSERY may bump:
  OB
  Pedi
  A unit which the RN transferred from and/or has previous experience in that specialty

RN From: SENIOR ADULT UNIT (AGH) may bump:
  LMI
  Med/Surg (any site)

RN From: PAIN MANAGEMENT CENTER may bump:
  Cardiovascular Department
  J2
  J3
  J5 (No Pedi)
  J6
  LMI
Medical Day Care/Ambulatory Clinics/Breast Center
PAT
SAU
SDC/PACU
Steele 1

RN From: LMI may bump:
Cardiac Rehab
Medical Day Care/Ambulatory Clinics/Breast Center
A unit which the RN transferred from and/or has previous experience in that specialty if in last three (3) years.

For example, the unit of an RN who works in the operating room at Addison-Gilbert Hospital will be the operating room at Addison-Gilbert Hospital. The operating room at Beverly Hospital will be considered part of that RN’s group.

Notwithstanding the above, if an RN has a specific skill which is demonstrably transferable but cannot be generalized to their unit, after consultation with the MNA, that RN may bump into a unit outside of their identified grouping where that skill can be utilized after a five (5) week orientation (not training) to a unit. The skill issue shall not be subjected to arbitration.

(iii) In the event that there is no RN available to bump through (i) or (ii) above, the bumping RN may bump the least senior RN on another shift in his/her unit who is scheduled for the same number of hours as s/he presently is.

(iv) In the event that there is no RN available to bump through (i), (ii), or (iii) above, the bumping RN may then bump into the least senior position in the same group on a different shift scheduled for the same number of hours as the bumping RN presently is.

(v) In the event that no RN is available to bump through (i), (ii), (iii), or (iv) above, the bumping RN may then bump into the least senior position in a different group scheduled for the same number of hours as the bumping RN presently is, provided that the bumping RN has previous satisfactory experience as an RN within the past five (5) years in that
position. If an RN has successfully floated into the position within the past year, such floating shall be deemed previous satisfactory experience.

Section 6  An RN with bumping rights under any of the above sections may elect not to exercise those rights and to accept a layoff and be eligible for severance pay and pre-layoff contribution toward health and dental insurance coverage as set forth elsewhere in the Agreement.

Section 7  RNs on the recall list and who are eligible for recall may request to be placed in a separate pool known as the “recall pool” by notifying the Human Resources Department. RNs in the recall pool shall notify the Employer on a weekly basis of their availability to work. The burden in this regard is on the recall pool RN. Provided that notice is given before the monthly schedule is posted, such recall pool RNs will be given an opportunity to fill positions for which they are qualified, as defined above, before agency RNs are called or any per diem RNs are utilized. RNs in this recall pool will be treated in the same manner as per diem RNs in all respects. Only per diems who are eligible for recall may be in the recall pool. No per diem RN, other than RNs in the recall pool, will be prescheduled on a unit where RNs are on recall, unless all eligible qualified RNs on recall have declined to return to a position in accordance with this Article.

Section 8  Any RN who is laid off and not recalled within the three (3) week period set forth below shall be given three (3) weeks’ individual notice or pay in lieu of notice at the Employer’s discretion. RN’s who are involuntarily laid off and exit the hospital, and RN’s who volunteer for layoff in connection with a RIF and exit the Hospital and have the Hospital’s approval, shall receive severance of one week for every full year of service (up to a maximum of six (6) weeks, not including the three (3) week notice period above). An RN who is laid off shall
not be entitled to continue to accrue earned time, seniority and other benefits, unless the RN works during the period.

Section 9 RN who is laid off shall be entitled to receive previously approved tuition reimbursement for courses taken at the time of his/her separation.

Section 10 A recall list shall be established which will include all RNs laid off from employment who have provided written notice to the Employer within ten (10) days of their layoff that they wish to be on the recall list on the form provided by Human Resources. A laid-off RN shall have recall rights for twelve (12) months. Recall shall be accomplished in reverse order of layoff (and within that category by seniority) by certified mail to the RN’s last known address. An RN may be recalled to any position for which s/he is qualified, as defined above in Section 4(b). An RN may decline to return to an offered position unless it is on the same shift, with the same hours, and in the same unit or group from which that RN was laid off. An RN who chooses to accept recall must accept recall, if possible, within one (1) business day (twenty-four (24) hours) from receipt of recall notice and must report to work no later than fourteen (14) calendar days from the date of receipt, or waive all recall rights. An RN on layoff shall be automatically removed from the recall list 1) upon refusal of and/or non-response to a recall; 2) twelve (12) months following layoff; or 3) if s/he accepts another position with the Employer. RNs on the recall list are responsible for updating their current addresses. An RN on the recall list shall not be entitled to continue to accrue earned time, seniority, or any other benefits; however, such RN’s accrued benefits, including EIB, shall be “frozen” (except as provided in Section 11 below) for the duration of the period of time the RN is eligible for recall.

Section 11 All accrued PTO shall be paid out at the time of lay off. RNs who are recalled from layoff may elect to repurchase their PTO at the time of their return to employment.
RNs will be allowed to repurchase such PTO at the gross amount in accordance with the Employer’s established payroll buyback procedures, including RNs in the recall pool.

Section 12 The Employer will continue its pre-layoff contribution amount toward health insurance coverage for up to three (3) months for each RN who is laid off under this Article, provided that the RN is not eligible for health insurance from another employer. Such health insurance contributions by the Employer shall be paid at the group rate from the date the RN was laid off. An RN’s timely payment of amounts due is a requirement of eligibility for the Employer’s health insurance contributions under this Section.

ARTICLE XIX
TUITION REIMBURSEMENT

Section 1 To the extent of available funds as set forth in Section 4 below, the Employer shall reimburse an eligible full-time or part-time employee for a portion of the cost of tuition paid by the employee in accordance with the provisions set forth below.

Section 2 To be eligible to apply for tuition reimbursement as described in Section 4, below, an employee must have satisfactorily completed one hundred and twenty (120) days of continuous employment from his/her most recent date of hire. In addition, a regular part-time employee must be scheduled to work at least twenty-four (24) hours per week at the time of his/her application for tuition reimbursement and while taking the course for which tuition reimbursement is requested, and the employee must remain employed by the Employer for at least six (6) months after the completion of the approved course of study. If the employee terminates his/her employment after less than six (6) months of service after completion of an
approved course of study, the balance of the payment will be due to the Employer at the time of the employee’s termination.

**Section 3** In order to be eligible to receive tuition reimbursement as described in Section 4 below, the following conditions must be met:

(a) An eligible employee must have applied for and received approval from his/her Manager and the Division Director before taking any course for which tuition reimbursement is requested;

(b) An eligible employee must have obtained at least a grade of “C” in an undergraduate course, or at least a grade of “B” in a graduate course;

(c) The course must have been of semester duration;

(d) The course must lead to an undergraduate or graduate degree with direct applicability to the employee’s present position with the Employer, or be of such value that it will be of significant assistance in preparing the employee for advancement with the Employer. Individual courses, not part of a degree sequence, must be of specific and immediate value to the Employer and must be directly related to the employee’s present position with the Employer;

(e) The course must have been offered by an accredited educational institution for academic credit;

(f) The course must not conflict with the employee’s regularly scheduled work hours; and

(g) The employee may not have total payment provided for the specific course by a scholarship or other financial grant. If the employee is receiving partial payment for the course from another source, the Employer’s tuition assistance will be reduced accordingly.
(h) The employee must submit the request for reimbursement and course grades within ninety (90) days of the conclusion of the course.

Section 4 If an employee meets each of the requirements and conditions set forth in Sections 1-3 above, the Employer shall provide tuition reimbursement as follows:

(a) The Employer will reimburse up to fifty percent (50%) of the cost of undergraduate tuition, up to a total reimbursement of $1,500.00 per fiscal year, on a first-come, first-served basis. Total annual reimbursement for all eligible employees shall not exceed $6,000.00.

(b) Eligible part-time employees shall be reimbursed on a pro-rata basis.

(c) No reimbursement will be provided for seminars, CEU courses or workshops. Reimbursement is limited to credit courses.

(d) All reimbursements will be subject to any necessary withholdings required by federal and local tax laws.

(e) On September 15 but before October 1, any employee who has submitted a request for tuition reimbursement which was approved by the Employer in that fiscal year and meets the other requirements in this Article, may apply for supplemental reimbursement up to the amount of his/her tuition for that course. All such employee applicants for tuition reimbursements shall share equally any amounts of the $6,000 total which was not previously reimbursed pursuant to Section 4(a) above.
ARTICLE XX

PENSION

Section 1  Hospital employees who are eligible under the terms of the pension plan in place on the effective date of this Agreement shall be entitled to participate in the Beverly Hospital Pension Plan. Any disputes concerning the terms of the plan shall be determined by the plan administrator based upon the plan document. Employees currently covered by the Addison Gilbert Hospital Pension Plan shall be grandfathered and continue to be covered by the terms of that plan, provided they were enrolled in the plan prior to October 1, 1996. It is recognized that employees who participate in the Addison Gilbert Hospital Pension Plan and employees who participate in the Beverly Hospital Pension Plan may be subject to having their respective plans changed or merged, in which event the Hospital will negotiate with the Association. All employees who made a voluntary irrevocable election on January 1, 2003 to enroll in the cash balance portion of the pension plan will remain in that plan, and all eligible employees hired after January 1, 2003 will be entitled only to participate in the cash balance portion of the pension plan if otherwise eligible. If no agreement is reached, the Employer may implement its proposal, and the Association, notwithstanding Article XXVI, No Strikes No Lockouts, may engage in protected concerted activity.

Section 2  Notwithstanding Article XLII, Duration, either Party may serve written notice on the other Party between one hundred and eighty (180) and one hundred and fifty (150) days before the expiration of this Agreement for the purpose of commencing preliminary discussions solely on the subject of pensions, provided that the format, ground rules and committee makeup for such preliminary discussions shall not be precedent setting with respect to negotiating a successor agreement to this Agreement.
Section 3  Effective January 1, 2012:

- For RNs in the cash balance section of the plan (RN’s who have joined NHC after January 1, 2003; and those who elected on January 1, 2003 to switch to the cash balance plans) -there is no change

- RNs who are sixty-two (62) years of age or older and who are in the Beverly Hospital or the Addison Gilbert Hospital Plan can elect to remain in those plans and make no annual contribution to the plan.

- RNs who are under sixty-two (62) years of age and who are in the Beverly Hospital or Addison Gilbert Hospital Plan, can elect to either:
  - Remain in the Beverly Hospital or Addison Gilbert Hospital Plan and effective January 1, 2012, make annual contributions to the plan of 2% percent of compensation (as defined in each plan) on a post-tax basis
  - Or
  - Voluntarily switch to the cash balance plan, in which case, no contribution by the RN will be required.

- If eighty five (85) percent of RNs under the age of sixty-two (62) on January 1, 2012, who are in the Beverly Hospital or Addison Gilbert Hospital Plans, voluntarily switch to the cash balance plan, the Hospital will contribute to the RNs who switch to the cash balance plan on January 1, 2012, an extra two (2) percent of compensation (as defined in the plan) to each RNs cash balance account in year one of the contract, and an extra one (1) percent of
compensation (as defined in the plan) in each RNs cash balance account in year two of the contract. RNs sixty-two (62) years of age or older on January 1, 2012, who are in the Beverly Hospital or Addison Gilbert Hospital Plan and who voluntarily switch to the cash balance plan on January 1, 2012, will also be counted toward the eighty five (85) percent described above without affecting the computation of the denominator of the eighty five (85) percent required for the extra Hospital contributions described above. Only RNs 64 years of age or less are eligible for these contributions.

- For RNs who switch to the cash balance plan, their benefit upon retirement will consist of:
  
  - A monthly benefit calculated under the terms of their present plan, calculated as if they left the organization on December 31, 2011
  
  Plus
  
  - A cash balance account representing the amount accumulated from January 1, 2012 through their retirement date, and payable either as an annuity or a lump sum.

The plan election will be irrevocable.
ARTICLE XXI
MEDICAL AND DENTAL INSURANCE

Section 1  Employees who are regularly scheduled for twenty-four (24) or more hours per week have the option of being covered by the Hospital’s co-payment medical and dental insurance plan(s), subject to the enrollment requirements of the plan(s) and as set forth below in this Article.

Section 2  Newly eligible employees may enroll in a medical or dental insurance plan at any time within the first thirty (30) days after becoming eligible for such plan(s). Such insurance shall be effective on the first day of the month following the date of enrollment.

Section 3  Open enrollment shall be held at least once annually.

Section 4  During the open enrollment period, employees shall select individual, individual-plus-one or family coverage. New employees and those adding dependents must provide documentation verifying eligibility of covered dependants, or if documentation is unavailable regarding marital status, the affidavit agreed to on June 9, 2010, provided by the hospital will be executed (notarized) by the RN. Such elections shall continue for the plan year, absent a qualifying event as defined by COBRA.

Section 5  Changes necessitated due to a change in family status can only alter the type of coverage (e.g., Individual, Individual-Plus-One or Family) and does not allow the employee to change insurance plans. Changes made due to a qualifying event must be made within thirty (30) days of the event. Documentation may be requested to support the change.
Section 6 Full time bargaining unit members who participate in the medical or dental plan and who permanently change to part time status will automatically have their contribution changed in accordance with their new status.

Section 7 Employees who increase their hours to twenty (20) or more hours per week are eligible to join the plan(s) within thirty (30) days after changing their status. Such employees will be responsible for the total premium rate(s).

Section 8

(a) Employees working 35 hours will be considered full time for health and dental insurance purposes. For employees working 30-34 hours, the Hospital will pay 75% of the dollar amount of the full-time rate. For nurses working 24-29 hours, the Hospital will pay 50% of the dollar amount of the full-time rate.

Premium changes traditionally become effective January 1st of each year. Whenever premiums change, the Employer will be responsible for seventy percent (70%) of the average dollar premium increase or decrease based upon all Employer medical plans and based upon all Employer dental plans.

(b) Employee contributions toward the payment of the premiums for medical and dental insurance shall be made on a pre-tax basis.

Section 9 The Employer shall have the right to substitute medical or dental insurance carrier(s) for the present insurance and/or substitute reasonably equivalent medical or dental insurance coverage for present coverage, provided that no significant substantive change in coverage is involved. If a significant change in coverage is involved, the Employer and the Association agree to bargain over such a change. If bargaining over a change in coverage does not result in an agreement, the Employer may unilaterally implement its proposal and the
Association may take economic action notwithstanding the provisions of Article XXVI, No Strikes No Lockouts.

Section 10 No grievances may be filed or arbitration demanded regarding insurance plan coverage, plan eligibility issues or payments of benefits. Plan disputes will be resolved in accordance with plan documents.

Section 11 Notwithstanding the above, effective on July 1, 2011, the Hospital will no longer cover domestic partners, provided that, any bargaining unit employees employed by the Hospital on the date of ratification of the successor contract to the 2010-2011 contract who currently have such coverage shall continue to be eligible to receive domestic coverage. If the Goodridge decision is reversed, such coverage will be reinstated and if out-of-state RNs are prohibited from marrying in Massachusetts, such coverage will be reinstated for them.

ARTICLE XXII

OTHER HEALTH AND WELFARE BENEFITS

A. Extended Illness Bank (EIB)

Section 1 All regular full time and part time employees regularly scheduled for twenty (20) or more hours per week are eligible to participate in the Hospital’s Extended Illness Bank (EIB) program after completion of their twenty-seventh (27th) week of employment at the Hospital.

Section 2 The Extended Illness Bank (EIB) is a program which provides eligible employees with pay during periods of absence due to a bona fide illness or injury of the employee or family member. “Family member” shall be defined as in the Family and Medical Leave Act.
Section 3  For full time employees, the first four days of absence due to a bona fide illness or injury will be paid from Paid Time Off (PTO) accrual. Any employee who is absent due to their own illness or injury or that of an immediate family member as defined above shall be entitled to utilize EIB after the first four days of absence. This shall be pro-rated for part-time employees.

Section 4  Part time employees who work less than twenty (20) hours per week, temporary or per diem employees are not eligible to utilize or accrue EIB. A full time or regular part time employee who works twenty (20) or more hours per week who transfers to temporary or per diem status or to a position which is regularly scheduled for less than twenty (20) hours per week retains any EIB balance, but may not use it while in this new status. If such an employee does not return to a benefit-eligible position within two (2) years, all accrued EIB will be eliminated.

Section 5  Shift differential is included in the employee’s EIB if, at the time of absence due to illness or injury, the employee is regularly assigned to a shift in which the entire schedule of hours is premium shift time. Regularly assigned shall be defined as having been on the schedule for thirty (30) days or more, or on the schedule in which a majority of hours are worked. No other premium or differential pay will be included in EIB, e.g. weekend differential.
Section 6  Accrual of EIB time will be pro-rated based on the following chart:

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EIB accrual is limited to a balance of one thousand and forty (1,040) hours. No hours are accrued after this balance is reached.
Section 7  An employee’s manager or supervisor may request documentation at any time during the absence to be provided by the employee’s or the immediate family member’s physician before approving all or part of the EIB leave to verify the legitimacy of the illness or injury. Return to work clearance may, in the case of the employee’s own illness or injury, at the election of the Employer, be necessary through Employee Health Services. Nothing herein shall limit the Employer’s rights under the Family and Medical Leave Act.

Section 8  If an employee is receiving scheduled PTO, but would otherwise be eligible for EIB (such as an illness or injury during a vacation), the employee may request that accrued EIB hours be used. If approved, the employee’s PTO hours will be restored. The Hospital may request documentation to support an EIB request if patterns of abuse exist.

(a) An employee who wishes to restore his/her PTO hours must make a request in writing to the Vice President of Human Resources and Development. This request should provide sufficient information regarding the illness or injury, including, but not limited to, onset and duration of the illness or injury, to justify the restoration of hours.

(b) If the restoration of hours is approved, the employee, his/her manager, and the Payroll Department will be informed regarding the conversion of hours.

Section 9  EIB hours have no cash-in value, are not vested and are not paid upon termination.

B. Flexible Spending Account (FSA)

Section 10  The Hospital will provide a Flexible Spending Account (FSA). Regular full time and regular part time employees regularly scheduled to work twenty (20) hours or more a week are eligible for the Flexible Spending Account.
Section 11  Eligible employees may enroll within ninety (90) days of their date of hire or during the annual open enrollment period.

Section 12  The Flexible Spending Account shall consist of two options as set forth below:

(a)  up to $5,000 dependent care, and/or

(b)  up to $5,000 health care.

Section 13  The FSA will be administered by the Employer in accordance with Section 125 of the Internal Revenue Code and its implementing regulations, provided that the Association will be informed of major changes before implementation of such changes.

C. Life Insurance

Section 14  After ninety (90) days of employment, employees who are regularly scheduled for thirty five (35) hours per week will be provided life insurance coverage in the amount of one times the employee’s annual base salary excluding differentials, overtime, etc. The Employer pays the premium. The employee must sign an enrollment form in Human Resources to obtain this protection and at the same time designate the beneficiary of the policy.

Effective the first of the month, but no sooner than thirty (30) days following the date of ratification, existing eligible employees will be provided with life insurance coverage as stated above.

Section 15  Employees who are regularly scheduled to work (20) hours or more per week may enroll in voluntary life insurance programs providing life insurance coverage of either one (1), two (2) or three (3) times the employee’s salary. Employees pay the full cost of the voluntary life insurance premiums. The premiums will vary based on the employee’s salary, age
and carrier rates. The voluntary programs may be purchased in addition to Employer-provided life insurance.

Section 16  Hospital-provided group term life insurance in excess of $50,000 is considered taxable income by the IRS. Federal and FICA taxes will thus be withheld bi-weekly from the employees’ paychecks and be shown on the employee’s W-2 form.

Section 17  Employees are responsible for updating their insurance application to ensure that named beneficiaries are still current.

Section 18  Full time bargaining unit members who participate in the life insurance plan and who permanently change to part time status will have the option of converting their life insurance and being directly billed by the carrier.

Section 19  The Employer shall have the right to substitute life insurance carrier(s) for the present insurance and/or substitute equivalent life insurance coverage for present coverage, provided that no such change shall be made unless:

(a) it applies to other Hospital employees and the Association is given reasonable notice and an opportunity for input; or

(b) the Employer and the Association bargain and reach agreement or impasse over such changes.

Section 20  No grievances may be filed or arbitration demanded regarding insurance plan coverage, plan eligibility issues or payment of benefits. Plan disputes will be resolved in accordance with plan documents.

D. Long-Term Disability Insurance

Section 21  After ninety (90) days of employment, employees working thirty five (35) hours per week are eligible for long term disability (LTD) insurance. LTD insurance provides
replacement pay for forty percent (40%) of gross monthly pay up to a maximum base salary level of $90,000. The Employer pays the premium.

Section 22 Eligible employees may elect additional coverage, for replacement of up to sixty percent (60%) of pay, up to a maximum salary level of $100,000 provided the employee pays the applicable premium.

Section 23 Eligible employees who enroll in the Employer-provided LTD insurance program automatically become enrolled in the forty percent (40%) gross monthly pay replacement plan. Eligible employees wishing to participate in the sixty percent (60%) gross monthly pay replacement plan must enroll in writing.

E. Short-Term Disability Insurance

On their first day of employment and thereafter during annual open enrollment, all employees who are regularly scheduled for twenty (20) hours or more per week are eligible and may apply in writing for short-term disability (STD) insurance which provides benefits to employees disabled by illness or injuries which occur off the job. Employees are responsible for the premium.

F. 403(B) Plan

Section 24 The Employer will provide a Voluntary 403(b) Program. All employees will be eligible for the 403(b) program. Employees may defer monies to their 403(b) Plan based upon Internal Revenue Service regulations.

Section 25 The Employer reserves the right to modify the 403(b) Program, including selection of different carriers, insurers, financial advisors and/or program administrators. The Employer will notify the Association if it seeks to change a carrier, insurer, financial advisor or
administrator through the bidding process and will notify members of the bargaining unit at the
time a change in a carrier, insurer, financial advisor or administrator is made.

ARTICLE XXIII  
DISCIPLINE AND DISCHARGE

  Section 1  The Employer may discipline and discharge employees who have not completed the probationary period set forth in Article IV, Trial Period, for any reason without recourse by the employee or the Association to Article XXVII, Grievance and Arbitration Procedure.

  Section 2  No employee, other than a probationary employee, shall be disciplined or discharged except for just cause.

  Section 3  Nothing in this Article or Agreement shall restrict the Employer from disciplining or discharging non-probationary employees for violating its published work rules or policies or from initially determining the level of discipline appropriate for such violations, provided that such discipline or discharge is for just cause.

ARTICLE XXIV  
MANAGEMENT RIGHTS

  Section 1  All rights, functions, prerogatives, and discretions or the management of the Employer formerly exercised or potentially exercisable by it remain vested exclusively in the Employer. Without limiting the generality of the foregoing, the Employer specifically reserves to itself, subject only to any specific provisions of this Agreement, the exclusive right to manage the business, to direct and control the business and workforce, and to make any and all decisions
affecting the business, including, but not limited to the exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install, determine, modify or introduce any new or improved methods, materials or procedures, facilities or equipment and to maintain efficient operations; to hire, train, promote, demote for just cause, layoff, and recall employees; to hire temporary, agency, and per diem employees; to schedule employees and assign work; to transfer and reassign employees from one work location or campus on a temporary basis; to increase, decrease or change staff or coverage or staffing patterns or coverage patterns; to suspend, discipline and discharge non-probationary employees for just cause; to determine reasonable methods of investigating alleged employee misconduct; to search an employee’s vehicle, personal property or any Employer property which an employee uses for reasonable cause, and to seize any Employer property; to require drug or alcohol testing of employees for reasonable cause in accordance with the Employer’s January 1996 (or subsequently negotiated) substance abuse policy, provided that, discipline arising under this policy shall be subject to Article XXIII, Discipline and Discharge; to select and determine the number of its employees; to determine and evaluate competency, qualifications, and/or fitness for duty; to determine which programs and contracts to enter; to reduce employees’ hours of work; to determine the work duties of employees and combine or abolish employee classifications; to promulgate, amend and enforce reasonable work rules and regulations and policies and procedures; to promulgate, amend and enforce rules and regulations and policies to implement the Family and Medical Leave Act; to promulgate, amend and enforce reasonable safety measures; to determine medical and nursing standards; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or
otherwise, in whole or in part, at any time; to sell the business, its stock or assets at any time; to
discontinue, or reorganize or combine any department or branch of operations; to promulgate a
reasonable dress code; to meet and discuss with employees issues of Employer or employee
concern; to create, modify and abolish temporary modified work programs for employees who
have suffered a work-related injury or illness; and in all respects to carry out, in addition, the
ordinary and customary functions of management, whether exercised or not.

The terms and conditions of employment addressed elsewhere in this Agreement and the
specific rights and waivers contained in this Article shall survive the expiration of the Agreement
until a successor or a bargaining impasse is reached.

Section 2 Management or supervisory personnel may not regularly perform
bargaining unit work which displaces or replaces bargaining unit members for a shift, except that
supervisors and managers may perform bargaining unit work: (1) in order to train or orient
bargaining unit employees; (2) in emergencies; (3) if unforeseen staffing situations occur; (4) in
order to accommodate an employee in the bargaining unit at the employee’s request; (5) to test
new or modified equipment, procedures, drugs or facilities; (6) temporarily to cover certification
situations; or (7) for other reasons with the concurrence of the Association.

Section 3 It is agreed that notwithstanding Section 2 above, the following positions
(one person in each position) may continue performing bargaining unit work as they have in the
past:

(a) Clinical Coordinators -- Addison Gilbert campus;
(b) Senior Case Managers;
(c) Clinical Coordinators -- Operating Room
In addition, Team Leaders will be included in the bargaining unit with the understanding that they may participate in evaluations of bargaining unit and non-bargaining unit employees, may engage in minor discipline of bargaining unit and non-bargaining unit employees and may receive reduced assignments.

The Hospital agrees it will not challenge the bargaining unit status of Team Leaders or any other nurse in the bargaining unit, including Specialty Leaders or Temporary Charge Nurses. The Hospital also agrees that during the life of this contract it will not involuntarily assign new “supervisory” duties to nurses in the bargaining unit over and above the duties they generally have performed in the past. The Association agrees it will not assert supervisory status of these positions in any proceeding. Without prejudice to either party’s position, such agreement shall not require changes to existing practices or job descriptions. Nothing herein shall preclude nurses from continuing their current duties or similar duties.

ARTICLE XXV

SUBCONTRACTING

Section 1

To satisfy the demands of its patients and/or to more successfully operate the Hospital, the Employer may contract and/or subcontract work for legitimate business reasons, provided that the Employer will not contract out bargaining unit work in core service areas prior to the expiration of the Agreement on October 31, 2003, unless extended in writing by mutual agreement. For purposes of this Article, core service areas are defined as medical, critical care, I.V. therapy, surgical and obstetrical inpatient units, O.R. services, PACU services and E.R. services. Nothing in this Section shall be construed as a waiver by the Employer of its rights
under the National Labor Relations Acts, as amended, in the event of a work stoppage during the life of the contract.

Section 2 Nothing herein shall preclude the Employer from using temporary employees, agency employees or per diem employees in accordance with other applicable provisions of this Agreement or from continuing to subcontract services currently subcontracted.

ARTICLE XXVI

NO STRIKES NO LOCKOUTS

Section 1 During the life of this Agreement, or any written extension thereof, the Association (on behalf of its officers, agents and members) or any employee covered by this Agreement will not directly or indirectly, engage in or authorize any strike, sit-down, sit-in, walkout, sick out, mass absenteeism, slow-down, sympathy strike, cessation or similar stoppages of work, refusing to cross a picket line (except where there is a reasonable fear of serious bodily harm), leafleting or picketing of any kind at any residence housing any supervisor, board member, or employee of the Employer, or in any similar way interfere with or interrupt the Employer’s operations for any reason. Notwithstanding the above, informational picketing or leafleting conducted in an orderly manner and in accordance with the National Labor Relations Act shall not be a violation of this Agreement, provided that some picket signs at each location contain legible lettering similar to that on the rest of the sign that no strike is occurring.

Section 2 The Association, its officers, officials and agents, shall immediately take every reasonable and prompt measure to prevent and stop any acts described in Section 1 of this Article.
Section 3  During the life of this Agreement, or any written mutual extension thereof, the Employer will not lock out the employees.

Section 4  An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline. In an arbitration concerning the discipline or discharge of an employee for violating the provisions of this Article, an arbitrator may only consider whether the employee engaged in conduct which violates the provisions of this Article. If the Arbitrator concludes that the employee engaged in conduct which violates the provisions of this Article, this shall constitute just cause and the grievance shall be denied.

Section 5  In the event of an alleged violation of this Article, the aggrieved party may institute special arbitration proceedings regarding such violation by notice to the other party and to the American Arbitration Association which shall, immediately upon receipt of such notice, appoint an arbitrator to hear the matter under its rules for expedited arbitration. The arbitrator upon appointment shall notify the Employer and the Association and hold a hearing as soon as possible after his/her appointment. The fee and other expenses of the arbitrator in connection with this arbitration shall be shared equally by the Employer and the Association. The arbitrator shall have the jurisdiction to order such relief as he or she may deem appropriate to promptly terminate such a violation.

ARTICLE XXVII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1  The parties recognize that day-to-day problems affecting MNA represented employees shall normally be adjusted informally between the employee and his/her immediate supervisor. For the purpose of this Agreement, a grievance is defined as any
complaint or dispute arising out of the interpretation or application of a specific term of this Agreement during the term of this Agreement or extensions of it. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2 A grievance shall be filed by an employee covered by this Agreement and the Association, or by the Association. If the Association files the grievance, the adversely affected employee shall be identified. The Employer may present a grievance to the Association in accordance with this Article, as well. A grievance under this article shall contain a description of the event, occurrence, or omission constituting the alleged violation of the contract, including, where known, the date the violation is alleged to have occurred.

Section 3 A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within twelve (12) work days (Monday to Friday) after the occurrence of the facts or circumstances constituting the dispute over which the grievance arose, or when the employee or the Association should have known of the occurrence of those facts or circumstances:

Step One: Any employee covered by this Agreement and an Association representative, or an Association representative, shall present a grievance to the Director, Department Manager or his/her designee. To be timely and properly filed, a grievance must be presented in writing to his/her Director, Department Manager or his/her designee within twelve (12) work days after the occurrence of the facts or circumstances constituting the dispute over which the grievance arose, or when the employee or the Association should have known of the occurrence of those facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance and shall identify the article(s) and section(s) of the Agreement in
issue, and shall be on a form agreed to by the parties. The Director, Department Manager or his/her designee will hold a meeting within ten (10) work days after receiving the grievance. The Director, Department Manager or his/her designee shall give a written answer to the grievance within five (5) work days after a meeting is held or an agreement to not hold a meeting is reached.

**Step Two:** If the grievance is not resolved at Step One, the grievance shall be presented in writing by the employee and an Association representative, or an Association representative, to the Vice President of Human Resources and Development within five (5) work days after the Director, Department Manager or his/her designee has responded to the grievance or the date which the response was due, whichever is sooner. Within ten (10) work days of the filing of the grievance with the Vice President of Human Resources and Development, the Vice President will conduct a meeting. Within five (5) work days after the meeting is held or an agreement to not hold a meeting is reached, whichever is sooner, the Hospital shall notify the designated Association official and the employee of its decision.

**Step Three:** If the response of the Vice President of Human Resources and Development is not accepted by the Association, the grievance may be presented in writing by the employee and an Association representative, or an Association representative to the Vice President of Patient Care Services or his/her designee within five (5) work days after the decision of the Vice President of Human Resources and Development has been issued in writing. Within ten (10) work days of the filing of the grievance with the Vice President of Patient Care Services or his/her designee, the Vice President of Patient Care Services or his/her designee will conduct a meeting. Within five (5) work days after the meeting is held, or an agreement to not hold a
meeting is reached, whichever is sooner, the Hospital shall notify the designated Association official and the employee of its decision.

**Step Four:** If agreement is not reached at the previous step, either the Hospital or the Association may request mediation in writing from the Federal Mediation and Conciliation Service within five (5) work days after the response from the previous step. Within five (5) work days thereafter, either party may reject mediation by communicating directly with the other party.

**Section 4** If applicable, a grievant and an employee representative (unit operational conditions permitting) shall be released from his/her scheduled shift, at his/her regular rate of pay, for attendance at Step 1-3 meetings or mediation. An MNA staff representative may participate in any step of the grievance and arbitration process.

**Section 5** If settlement is not reached at mediation or at the previous step, the parties will attempt to mutually agree upon an arbitrator. If no mutual selection is made, the Association or the Employer may, within twenty-one (21) work days after mediation, or the rejection of mediation, submit the grievance in writing to binding arbitration pursuant to the rules of the American Arbitration Association (hereinafter referred to as the “AAA”) with a copy of such demand to the other party. The demand shall specify the specific article(s) and section(s) of the Agreement which the party seeks to arbitrate. If the Employer raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. The hearing on procedural arbitrability shall be conducted on the same day as the hearing on the merits. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and a verbal decision and award rendered by the Arbitrator which shall subsequently be reduced to writing. If the Arbitrator
determines that the grievance is arbitrable, the hearing will be continued for the Arbitrator to consider the merits of the grievance. The Arbitrator’s decision on arbitrability will be reduced to writing. By mutual agreement on a case by case basis, the Labor Relations Connection may be substituted for the American Arbitration Association.

Section 6

(a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to engage in any form of interest arbitration.

(b) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(c) The arbitrator’s decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(d) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne equally by the parties. Each party shall be responsible for its own costs, fees and expenses.

(e) Except as noted below, there shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same Arbitrator. Accordingly, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance. It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the
parties agree otherwise in writing. A class action grievance involving the same facts may be filed on behalf of all similarly situated employees.

**Section 7** Failure of an employee or the Association to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties. The parties may waive the holding of a meeting altogether under Steps Two and/or Three of this Article by written mutual agreement. If the Employer fails to meet a time limit for responding to a grievance, the grievance shall be advanced to the next step.

**Section 8** If the Employer wishes to file a grievance, it must do so in writing within the time limits set forth in Step One. However, the Employer may file the grievance with the MNA staff representative and such grievance shall be treated as a Step 3 grievance.

ARTICLE XXVIII

PERSONNEL FILES

**Section 1** An employee shall have access to his/her official personnel file, which shall be kept in the Human Resources Department. Access shall be permitted during regular business hours by appointment. A request for an appointment to review a personnel file shall be reasonably accommodated based on the operating needs of the Employer. An employee shall be provided with a copy of his/her official personnel file within five (5) business days upon written request by the employee to the Human Resources Department, provided the employee reimburses the Employer for reasonable costs incurred in copying the official personnel file.
Section 2  The information contained in a personnel file may include, but is not limited to: employee’s name, address, and date of birth; job title and description; rate of pay and other compensation; starting date of employment; job application, resumes, or other forms of employment inquiry submitted by the employee in response to an advertisement by the Employer; performance evaluations; written warnings of substandard performance; probationary periods; waivers signed by the employee; dated termination notices; and any other documents relating to disciplinary action. A copy of any clearly adverse written material which is placed in an employee’s file will be provided to the affected employee in a timely fashion.

Section 3  If there is a disagreement with any information contained in a personnel file, removal or correction of such information may be mutually agreed upon by the Employer and the employee. If agreement is not reached, the employee may submit a written statement explaining his/her position, which shall become a part of the employee’s personnel file. Nothing herein shall preclude a grievance from being filed over a disciplinary issue in accordance with the grievance and arbitration provisions of this Agreement.

ARTICLE XXIX
PATIENT CONFIDENTIALITY

Employees must never divulge confidential information regarding a patient to other employees, employees’ family members, or members of the general public who are not directly involved in the care of that patient. All relationships between the Hospital and its patients are confidential. Hospital records, both paper and electronic, containing personal information on Hospital patients are confidential. Records should be disclosed to or shared with only authorized staff or in accordance with legal requirements. Such information should not be disclosed to third
parties except as expressly permitted in Hospital procedures or in accordance with legal requirements. Employees may not discuss the care/admission of patients and/or confidential Hospital business, i.e. information that is not accessible by the general public, in public areas of the facility.

ARTICLE XXX

COMPUTERS, SOFTWARE, AND THE HOSPITAL INFORMATION SYSTEM

Section 1 An employee will be assigned a password in order to access the Hospital Information System (HIS) and the Employer’s automated medication dispensing system if such access is needed in order for the employee to perform his/her job duties. The Employer will determine an employee’s level of access to HIS. An employee may not share his/her password, or secure access to the system, on behalf of anyone else. Any employee who believes that another person may have knowledge of his/her password must notify the Employer immediately.

Section 2 All Hospital computers, software and computer systems, including Meditech terminals, E-mail and personal computers provided by the Employer, are intended for patient care and business purposes only. No computer or computer system owned or leased by the Employer may be utilized to solicit, harass or otherwise offend anyone; to access unauthorized, confidential patient medical or employee information; or for any other unauthorized purpose. The Employer reserves the right to monitor any information stored or transmitted on this equipment or its systems.

Section 3 HIS may be used only for the furtherance of patient care and administrative activities. An employee may only access information that is necessary to the job to which s/he is assigned. An employee who engages in inappropriate use of the HIS will be
subject to disciplinary action, up to and including termination. The Employer reserves the right
to conduct periodic audits to determine inappropriate employee access to the HIS.

Section 4 From time to time, an employee may gain access to other data bases
throughout the Hospital containing confidential patient information. Such information is to be
treated in the same manner as that which is available from the HIS.

ARTICLE XXXI
MNA VOLUNTARY ACTIVITIES

Section 1 The Association shall furnish the Vice President, Employee and Guest Services, with a list of the employees elected to serve on either the Association’s Board of Directors, or the Association Labor Relations Cabinet, and the capacity in which each official serves. The Association shall furnish the Vice President, Employee and Guest Services, with an updated list as soon as practicable after a change in any elected official. The Association shall also furnish the Vice President, Employee and Guest Services, with a list of the annual meetings scheduled for each of the above-named bodies as soon as such list is prepared by the Association.

Section 2 An employee elected to either of the bodies described in Section 1, above, shall not be compensated by the Employer while performing duties on behalf of the elected body, and shall perform such duties only during time when the employee is not scheduled to work for the Employer, or when approved leave has been granted by the Employer. Elected employees may utilize paid time off to attend meetings of the bodies described in Section 1, subject to the operating needs of the Employer.
Section 3 The Hospital will schedule an extra fifteen (15) minutes of orientation so that orientees can attend MNA orientation on a voluntary basis. The Association may conduct its orientation at the same location that the Employer’s orientation is held. Neither the Association orientation facilitator, nor any employees, will be paid for time spent at Association orientation.

ARTICLE XXXII

BULLETIN BOARDS

The Employer shall provide one accessible, locked bulletin board at each of the Employer’s three (3) locations at Beverly Hospital, Addison Gilbert Hospital, and Beverly Hospital at Danvers. The Employer shall determine the size and type of the bulletin board and the location of the bulletin board within the facility after input from the Association. The bulletin board shall remain the property of the Employer. Only notices regarding the Association’s internal matters involving this bargaining unit, or matters of professional development, shall be posted. Only Association officials are permitted to place notices on the bulletin board designated for Association information. The Association will not post, permit the posting of, or condone the posting of material which is inflammatory or derogatory to the Employer, its board, administration, or any of its supervisors, managers, or employees. The Association assumes the obligation to keep all of the materials posted on the bulletin board current, and to remove any outdated material.

ARTICLE XXXIII

STAFFING LABOR MANAGEMENT COMMITTEE

Section 1 The Employer and the Association shall each appoint six (6) employee members to a staffing labor management committee. The Employer’s committee members shall
include the Vice President of Patient Care Services or his/her designee and the Vice President of Human Resources and Development or his/her designee. The Association’s committee members shall include the Co-Chairs of the bargaining unit or his/her designee and four (4) other elected bargaining unit members, including at least one bargaining unit member from each campus. Nothing herein shall preclude either the employer or the Association from having a professional representative or a limited number of applicable employees serving as a resource attend a committee meeting with advance notice to the other party.

Section 2 The committee shall meet every month unless otherwise agreed to by the parties. Up to six (6) committee members shall be paid for up to two (2) hours to attend meetings of the committee, provided operational conditions permit. In addition, committee members scheduled to work during meetings shall be released to attend such meetings, provided that operational conditions permit. The committee will meet during the regular business day.

Section 3 The purpose of the committee shall be to discuss and resolve professional issues and matters of mutual concern to the parties which may include but not be limited to hours, working conditions, and the discussion and resolution of staffing issues.

Section 4 The committee will provide a forum to discuss RN staffing. Issues which may be discussed include, but are not limited to (i) a review of staffing on a unit-by-unit and shift-by-shift basis, (ii) a review of plans to be used to adjust staffing levels; and (iii) a review of staffing variances. If the staffing committee is unable to agree upon the resolution of the staffing issue, the issue may be appealed expeditiously to the Hospital’s Chief Executive Officer, or his/her non-committee designee, for a decision.

Section 5 Issues raised at the committee level shall be considered “off the record,” unless a resolution of the issue is reduced in writing, and no matter relating to or addressed
between the parties shall be grievable or arbitrable, provided that this shall not preclude an employee from presenting an otherwise grievable issue under Article XXVII, Grievance and Arbitration Procedure. Nothing raised before the committees shall delay the time limits under Article XXVII, Grievance and Arbitration Procedure.

ARTICLE XXXIV

SCHEDULED TIME-OFF REQUESTS

Section 1  Except when extenuating circumstances exist, the Employer will post employee work schedules two (2) weeks in advance of the effective date of the schedule. When operational conditions permit and if reasonably possible, requests for time off will be granted if they are submitted in writing to the Employer at least four (4) weeks in advance of the schedule being posted. Responses will be provided within two (2) weeks except as provided below. Requests for all Paid Time-Off (PTO) must be submitted to the Employer for review, regardless of the length of time requested. Once approved, time off cannot be rescinded in favor of a more senior employee. If an employee requests time off after the time the schedule is posted, the employee must make arrangements for coverage by an employee of equal skill level, provided that no overtime is incurred and the employee receives approval from his/her manager or designee.

Section 2  Conflicts in PTO requests and/or schedules will in the first instance be resolved internally by employees within their unit or department. Thereafter, conflicts will be resolved by the Employer on the basis of seniority as defined in Article VII, Seniority, Sections 1 and 5. The number of employees allowed to take PTO at the same time will be determined at the discretion of the Employer based upon operational considerations.
Section 3  Requests for PTO of up to two (2) weeks for the time period of the first Monday of June through the Saturday following Labor Day must be submitted in writing prior to April 8, listing up to three (3) vacation choices, in order of preference. Requests will be considered on the basis of seniority, provided that the operational needs of the Employer, department or unit are capable of being met. These requests will be approved by the Employer as quickly as possible, but no later than May 1. Requests submitted after April 8 will be considered (provided that the operational needs of the Employer, department or unit are capable of being met) in the order received and answered within two (2) weeks. Once approved, time off cannot be rescinded in favor of a more senior employee. Individual PTO days during the summer period will be granted solely at the discretion of the Employer.

Section 4  If operational conditions permit and if reasonably possible, requests for a vacation during a school vacation week from January 1 through May 31 will be granted. Once approved, time off cannot be rescinded in favor of a more senior employee. Scheduling disputes under this Section will be resolved by seniority in rotation from year to year.

Section 5  Special life event requests (e.g., weddings, reunions) may be made within one (1) year of the requested time off and will be responded to within four (4) weeks.

Section 6  Routine request for time off submitted more than one (1) year in advance will not be granted under this Article.
ARTICLE XXXV

LEAVES OF ABSENCE

A. General Provisions

Section 1 The granting and duration of a leave of absence (“LOA”), other than a leave under Subsection E (Family and Medical Leave) or J (Small Necessities Leave) of this Article, is solely within the reasonable discretion of the Employer.

Section 2 When an employee is on a leave of absence, he/she may use accruals in accordance with his/her regularly scheduled hours. The use of accrued time may be used in increments equal to the number of hours to which the employee was scheduled, or in equal weekly increments chosen by the RN over the entire course of the leave. An employee on a leave of absence may not take other employment during the leave without written authorization from the Employer. If an employee is found to be holding another job during his/her approved leave, s/he may have his/her leave canceled, and s/he may be denied a return to his/her position, in which case the employee will be considered terminated.

Section 3 An employee who does not return to work by the first working day after the expiration date of the leave shall be terminated as of that date. The employee shall be deemed to have voluntarily resigned.

B. Leave Procedure

Section 1 Requests for leaves must be submitted to Human Resources on forms provided by the Department. In no case may any leave exceed one (1) year.

Section 2 Employees who are receiving pay during their leave will have their payroll deductions/contributions deducted from each paycheck. Employees who are not receiving pay
during their leave must keep their contributions or insurance and payroll deductions current by making payment to the Hospital through the Human Resources Department on at least a monthly basis, or may elect home billing options directly with the carrier, if available. Employees who have elected medical and/or dependent care reimbursement accounts will be deemed to have suspended participation when they are no longer contributing to their accounts through payroll deduction or making payment directly to the carrier. Employees are not able to request reimbursements while on a leave of absence.

Section 3  
There shall be no accruals of Paid Time Off (“PTO”) or seniority while an employee is on an unpaid leave of absence. An employee shall continue to accrue PTO, Extended Illness Bank (“EIB”) and seniority while on a Hospital paid leave of absence. PTO and then EIB (for medical leave only) must be utilized in connection with all leaves until exhausted. Seniority shall be frozen while an employee is on an unpaid leave.

Section 4  
If an employee is on industrial accident leave or maternity leave which exceeds four (4) months (but is for less than one year) and the employee’s former position is filled by a temporary employee, the employee shall, upon completion of the leave, be entitled to his/her same job.

C. Leave Sharing

Section 1  
Under the provisions of this Article, an employee is allowed to share his/her accrued PTO time with another employee who has incurred a personal emergency but who has exhausted his/her accrued PTO and EIB accruals. For purposes of this Article, a personal emergency is defined as any event or illness that has incapacitated the employee or that qualifies the employee to receive a Family and Medical Leave of Absence.
Section 2  An employee who has at least three (3) weeks of accrued PTO time may donate a portion of his/her accrued time to one of his/her peers who has or is incurring a personal emergency. EIB time may not be donated. An employee may donate a maximum of forty (40) hours per year at his/her hourly rate. The donated time will be converted, based on the employee’s base rate of pay, to shared leave time, based on the recipient’s base rate of pay. Conversions will be based on both the donor’s and the recipient’s base rate of pay for his/her primary position.

Section 3  Recipients of Shared Leave Time may not receive more than six (6) months time from all donors combined in one calendar year. The recipient’s PTO and EIB balances must be completely exhausted in order for the recipient to receive Shared Leave Time.

Section 4  Temporary and per diem employees are not eligible to receive Shared Leave Time.

Section 5  No shift differential, charge pay, or other premium pay is included in the payment of Shared Leave Time or in the conversion of donated time.

Section 6  An employee who voluntarily terminates his/her employment with the Employer is not eligible to be paid for Shared Leave Time. All Shared Leave Time not used within six (6) months of donation will be converted to a dollar amount and donated to the Operation Assist Program.

D. Education Leave

Section 1  A regularly scheduled employee who has completed at least one (1) year of service with the Employer may be granted up to one (1) year of unpaid leave to pursue a degree in a health-related field at an accredited institution.
Section 2  Employees may not use accrued EIB time for an education leave.

Section 3  Approval for such a leave is solely in the Employer’s discretion.

E. Family and Medical Leave

The Employer shall grant an eligible employee an unpaid leave of absence consistent with the Employer’s Family and Medical Leave Act policy in the Policies and Procedures Manual; provided, however, that pre-certification forms must be submitted within two (2) weeks of the start of the requested leave, unless it is physically impossible for the employee to do so.

F. Industrial Accident Leave

Any bargaining unit member who is out on a leave of absence, paid or unpaid, as a result of an industrial accident connected with their employment by the Hospital shall be entitled to return to his/her same position if s/he returns to work within four (4) months after the leave commences. However, if an employee’s approved industrial accident leave of absence extends beyond a total of four (4) months, and the employee returns to work within one (1) year from the date of the commencement of the initial leave, the employee will be returned to her prior position and shift, if available or, if not available, to any other comparable position for which the employee is qualified, if available. An employee will be considered qualified for a comparable position if the employee possesses the knowledge, skills and ability to perform safely and satisfactorily the functions of the position upon return, with minimal orientation. A comparable position is defined as one which is within the employee’s scope of expertise and training and which is scheduled for approximately the same number of hours as the employee’s previous position.
G.  **Maternity Leave**

**Section 1**  Any bargaining unit member who is out on a leave of absence, paid or unpaid, as a result of the birth or adoption of a child, shall be entitled to return to work to her same position if she returns to work within ninety (90) days after the date of the delivery or placement of the child; provided, however, that if the employee provides acceptable medical documentation, she will be entitled to an additional thirty (30) days to return to work to her same position.

**Section 2**  If an employee’s approved maternity leave of absence extends beyond a total of one hundred and twenty (120) days, and the employee returns to work within one (1) year from the date of the delivery or placement of the child, the employee will be returned to her prior position and shift, if available or, if not available, to any other comparable position for which the employee is qualified, if available. An employee will be considered qualified for a comparable position if the employee possesses the knowledge, skills and ability to perform safely and satisfactorily the functions of the position upon return, with minimal orientation. A comparable position shall be defined as one which is within the employee’s scope of expertise and training and which is scheduled for approximately the same number of hours as the employee’s previous position.

H.  **Military Leave**

**Section 1**  The Employer will grant military leave in accordance with federal and state laws.
An employee will be granted a leave for the period of active duty if s/he:

(a) Leaves his/her regular job to enter military service;
(b) Completes his/her training duties in a satisfactory manner;
(c) Requests reinstatement within ninety (90) days of his/her release from duty;
(d) Is able to perform the duties of his/her former position;
(e) Is not out on a leave beyond five (5) years; and
(f) Provides appropriate military documentation to support the leave.

If conditions (a) - (f) are met, a returning Veteran (as defined by the Military Selective Service Act and the Uniformed Services Employment and Reemployment Act) will be reinstated to his/her former position, or to a job of like status and pay, without loss of seniority or benefits (including pension) which would have accrued if military service had not intervened. The use of EIB time for military leave is prohibited.

Section 2  An employee who is called for military duty, and who is regularly scheduled to work twenty (20) or more hours per week and who has accrued at least six (6) months of service with the Employer, will receive the difference, if any, between his/her base pay (including shift differential) and his/her gross military pay, for a duty period not to exceed two (2) weeks. No employee will be scheduled to work on a day encompassed by their leave.

Section 3  If an employee is a member of an active Reserve unit or National Guard unit, the Employer will grant the employee unpaid time off for weekend and/or summer military reserve duty for a period not to exceed two (2) weeks per calendar year.
Section 4  An employee will be paid for time away from work if s/he has an induction physical scheduled during working hours. Proof of such an appointment must be submitted to the Employer.

Section 5  An employee who is required to participate in military duty shall immediately advise the Employer of the dates of duty and provide the Employer with a copy of his/her orders.

I. Personal Leave of Absence

Section 1  Employees may request an unpaid LOA for up to three (3) months for personal emergencies. An LOA will be granted in the reasonable discretion of the Employer.

Section 2  Upon completion of an approved personal leave of absence of up to three (3) months, the Employer may within its discretion return the RN to his/her prior position, if available at that time. Notwithstanding the above, the Employer reserves the right to post any position during any portion of a personal leave as it deems appropriate to ensure adequate staffing levels and/or to meet operating needs. However, if an employee’s approved personal leave of absence, including personal leaves of absence following a FMLA or Massachusetts Maternity leave of absence, extends beyond three (3) months, the employee will be returned to his/her prior position, schedule, or shift, if available or, if not available, to any other comparable position for which the employee is qualified, if available. An employee will be considered qualified for a comparable position if the employee possesses the knowledge, skills and ability to perform safely and satisfactorily the functions of the position upon return, with minimal orientation. A comparable position shall be defined as one which is within the employee’s scope of expertise and training and which is scheduled for the same number of hours as the employee’s previous position.
Section 3  Employees requesting a personal LOA may not use EIB time for this leave, except for employees who qualify under the Massachusetts Maternity Leave Law and the Family and Medical Leave Act.

J. Small Necessities Leave

The Employer shall grant an eligible employee an unpaid leave of absence consistent with the Employer's Small Necessities Leave Act policy in the Policies and Procedures Manual.

ARTICLE XXXVI

JURY DUTY

Section 1  An employee who is summoned for jury duty or grand jury duty shall immediately advise his/her Manager of the summons and shall provide the Employer with a copy of the summons. Employees will not be required to work on a day on which they serve jury duty. If the employee requests to serve jury duty or grand jury duty on another day, the employee shall immediately advise the Employer of the requested day and, if possible, the Employer shall not schedule the employee for work on that day.

Section 2  An employee who is summoned for jury duty or grand jury duty will be eligible to receive his/her regular wages for time lost from scheduled work hours for up to the first three (3) days of jury duty or grand jury duty, provided that the day spent by the employee in juror service was a regularly scheduled workday for the employee. Following the first three (3) days of juror service, an employee will receive the difference between his/her gross juror duty pay and his/her base regular wages for the remainder of the juror service period, provided
that the employee endorses and tenders to the Employer any check received from the government for his/her juror service.

**Section 3** An employee who is required to serve on jury duty or grand jury duty during a scheduled period of PTO will receive his/her jury duty pay and will be able to restore his/her PTO balance. In no case will an employee receive jury duty pay and compensation from the Employer in an amount which exceeds the employee’s base pay.

**Section 4** An employee who is subpoenaed to testify in a case arising out of his/her employment with the Employer will be paid at his/her regular hourly rate for such time.

**Section 5** An employee who is subpoenaed to testify in a case not arising out of his/her employment will be allowed to use accrued PTO, provided that the employee’s paid time off has been pre-scheduled with the employee’s manager in accordance with Article XXXIV, Scheduled Time-Off Requests.

**Section 6** An employee who is regularly scheduled to work less than eight (8) hours in a day will only receive jury duty compensation from the Employer for the number of hours and days for which the employee was regularly scheduled.

**Section 7** An extended-shift employee is an employee who is regularly scheduled to work more than eight (8) hours in a day. Extended-shift employees will receive a maximum of twenty-four (24) hours of juror service time, in eight (8) hour increments, from the Employer. Extended-shift employees may use accrued PTO time to supplement their additional hours, or they may work additional hours during the pay period, in the sole discretion of the Employer.

**Section 8** An employee who is regularly scheduled to work the evening shift will not be required to report to work if the employee has spent the day performing juror service. An employee who is regularly scheduled to work the night shift will not be required to report to
work on the night before the employee is scheduled for juror service. For those employees who are regularly scheduled to work the evening shift or the night shift, appropriate evening or night shift differential will be included in the employee’s jury duty compensation. An employee who is regularly scheduled to work only weekend shifts will not be eligible to receive jury duty compensation unless s/he is sequestered during a trial. An employee who is regularly scheduled to work only weekend shifts will not be required to work his/her weekend shift commitment if the combination of the employee’s regularly scheduled weekend hours, and the hours served by the employee during the week on jury duty, are equal to or greater than forty (40) hours. Reasonable efforts will be made to avoid regularly scheduling an employee for more than forty (40) hours of work during a week in which the employee serves on jury duty.

Section 9 If an employee’s juror service or work-related court appearance is canceled on a previous day, s/he is expected to report to work on the following day, or to use PTO time for that day. If an employee is excused from juror service on a regularly scheduled workday, s/he must notify the Employer immediately, and report to work if requested to do so.

ARTICLE XXXVII
BEREAVEMENT LEAVE

Section 1 An employee will be eligible for up to five (5) days of leave without loss of pay for regularly scheduled hours in the case of death in the immediate family for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death of an immediate family member. “Immediate family” shall include: mother, father, spouse, domestic partner, son, daughter, stepson, stepdaughter, current foster son, and current foster daughter. Leave under this article must be completed within seven calendar days
following the death of the immediate family member. Leave without loss of pay for which the employee may be eligible shall be consecutive days following the date of death, unless services are conducted at a later date.

Section 2 An employee will be eligible for up to three (3) days of leave without loss of pay for regularly scheduled hours in the case of death in the extended family for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death of an extended family member. “Extended family” shall include: brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law and father-in-law. Leave under this article must be completed within seven calendar days following the death of the extended family member. Leave without loss of pay for which the employee is eligible shall be consecutive days following the date of death, unless services are conducted at a later date.

Section 3 An employee will be eligible for up to one (1) day of leave without loss of pay for regularly scheduled hours in the case of death of the employee’s grandfather-in-law, grandmother-in-law, or other family member with whom the employee has been living in the same household, or who is a legal dependent or guardian of the employee, for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death of such a person. Leave without loss of pay for which the employee is eligible shall begin the day following the date of death, unless services are conducted at a later date.

Section 4 Employees are eligible for bereavement pay beginning on the first day of their employment. An employee shall produce proof of death satisfactory to the Employer upon request as a condition for bereavement leave. The number of days paid for bereavement leave
shall not exceed the number of days an employee would normally be scheduled to work in any given week.

Section 5 Should an employee require additional time off due to a death in the family, the employee may request accrued PTO time or, if no PTO time is available, uncompensated time off from his/her immediate supervisor. Timely requests for additional time off may be approved, subject to the operating needs of the Employer.

Section 6 Payment shall be made under this Article only for days on which an employee was scheduled to work.

Section 7 An employee requiring leave under this Article shall notify the Employer as soon as possible of his/her need for bereavement leave.

Section 8 Part-time employees shall be eligible for leave under this Article on a pro-rata basis.

ARTICLE XXXVIII
HEALTH AND SAFETY

Section 1 The Employer and the Association agree to work together toward achieving a physical environment which is safe and free of hazards.

Section 2 Three (3) bargaining unit members chosen by the Association from three (3) different campuses shall be appointed to the NHC Safety Committee. The Employer shall provide members paid release time for time actually spent attending the meetings of the committee.
The Hospital will notify the MNA of any incidents of workplace violence involving or potentially affecting members of the bargaining unit, unless requested not to do so by the employee(s) involved.

ARTICLE XXXIX

LEGALITY/STABILITY OF AGREEMENT

Section 1 If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect.

Section 2 No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the parties unless made in writing by the parties.

Section 3 The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such term or provision, and the obligations of the Association and the Employer to such future performance shall continue in full force and effect.

ARTICLE XL

SUCCESSORSHIP

If the ownership, operation or control of the Hospital is changed through sale, acquisition, merger or other similar business transaction, the Employer shall include a term in the agreement memorializing such transaction that states that any successor employer as that term is defined
under federal labor law will recognize the Association within the same bargaining unit as existed before the transaction and be bound by the terms of this Agreement, provided that, in the case of benefit plans, comparable plans may be provided. The Employer’s obligation to the Association under this Article shall be satisfied upon the inclusion of this term in any agreement memorializing such transaction and the provision of proof to the Association by the Employer of the term’s inclusion in such agreement. The parties acknowledge that the Employer shall not be a guarantor of the assumption of this Agreement by a successor employer and the Employer shall not be liable for any breach by a successor employer, as that term is defined under Federal labor law, of this Agreement or the agreement memorializing a transaction contemplated by this section. The parties agree that nothing herein shall operate to impose this Agreement on any employees not included in the bargaining unit described in Article I hereof as a matter of law.

ARTICLE XLI

COMPLETE AGREEMENT

Section 1 The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2 The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.
ARTICLE XLII

PROFESSIONAL DAY

Members of the bargaining unit will be paid up to eight (8) hours at their regular rate to attend one clinical educational program per calendar year. All requests must be submitted to and approved in writing by the Vice President of Patient Care Services or his/her designee.

The following criteria shall apply to all requests:

1. The educational program must be pertinent to an RNs clinical area.
2. The attendee must commit to share/present information gained with other staff members in a format approved by the manager.
3. The attendee must submit proof of attendance.
4. Nurses who have one or more professional nursing certifications from an accredited nursing specialty organization (e.g., critical care, operating room) shall receive one additional professional day. The nurse will be required to show proof of current certification in order to receive approval for the additional professional day.

ARTICLE XLIII

MY CSI PROGRAM

RNs may participate in the Hospital-sponsored MY CSI Program for cost saving ideas.

The My CSI program is an employee suggestion cost savings initiative. It is a program designed to encourage employees to propose new ideas that will allow NHC to achieve “tangible” cost savings. The program provides that employees who propose such ideas will “share” in the “tangible” “gain” that NHC will have.
Specific guidelines may be found in the My CSI program literature which is available to all employees from Human Resources or on the Hospital Intranet.

The Hospital agrees to provide reasonable notice to the MNA prior to any substantive modifications to the CSI program. The Hospital also agrees to provide to the MNA any new idea proposed by an MNA member pursuant to this Article, and further agrees to give the MNA two business days to respond, prior to submitting such new idea to the CSI committee. Nothing herein shall require approval by the Hospital of any new ideas provided to the MNA.

**ARTICLE XLIV**

**DURATION**

**Section 1** - This Agreement shall remain in full force and effect and be binding on the parties for the period beginning on August 17, 2011, and ending on December 31, 2013. Not sooner than one-hundred twenty (120) days prior to expiration, but no later than ninety (90) days prior to expiration, either party may notify the other in writing of its intent to modify or terminate the Agreement. If such notification is provided, the parties will commence negotiations within thirty days. If neither party provides such appropriate notification, this Agreement shall remain in full force and effect from year to year thereafter.
IN WITNESS WHEREOF, the Employer and the Association have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

MASSACHUSETTS NURSES ASSOCIATION

By: _____________________________  By: _____________________________
Julie Pinkham  
Executive Director  
Kenneth Hanover  
President and CEO

James F. Kane  
Associate Director  
Gregory A. Bird  
Vice President of Patient Care Services

Marie Freeman, Co-Chair  
Althea C. Lyons  
Vice President of Human Resources and Development

Britain Thames, Co-Chair

Date: ____________________________  Date: ____________________________
### APPENDIX A

**RN Wage Scales**

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* This date represents the first day of the first pay period after the date of ratification
** This is the first day of the first pay period one year later
# APPENDIX A-1

## QUALITY CASE MANAGER WAGE SCALES

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* This date represents the first day of the first pay period after the date of ratification

** This is the first day of the first pay period one year later
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## Clinical Educator Wage Scales

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* This date represents the first day of the first pay period after the date of ratification  
** This is the first day of the first pay period one year later
APPENDIX A-3
PHO Case Manager Wage Scales

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<td>$80,584.21</td>
</tr>
<tr>
<td></td>
<td>step mid point</td>
<td></td>
<td>step mid point</td>
</tr>
<tr>
<td>11</td>
<td>$83,106.83</td>
<td>$84,353.43</td>
<td>$83,106.83</td>
</tr>
<tr>
<td></td>
<td>step mid point</td>
<td></td>
<td>step mid point</td>
</tr>
<tr>
<td>12</td>
<td>$84,353.43</td>
<td>$85,618.73</td>
<td>$84,353.43</td>
</tr>
</tbody>
</table>

* This date represents the first day of the first pay period after the date of ratification
** This is the first day of the first pay period one year later
APPENDIX B
PTO TABLES

TABLE #3
BARGAINING UNIT EMPLOYEES HIRED BEFORE OCTOBER 1, 1996
PTO ACCRUAL TABLE
ACCRUAL PER WEEK

<table>
<thead>
<tr>
<th>Full Time Equivalent</th>
<th>37 Days</th>
<th>40 Days **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>296</td>
<td>320</td>
<td></td>
</tr>
</tbody>
</table>

| Scheduled Hours | 40 | 39 | 38 | 37 | 36 | 35 | 34 | 33 | 32 | 31 | 30 | 29 | 28 | 27 | 26 | 25 | 24 | 23 | 22 | 21 | 20 |
|-----------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
|                 | 5.69 | 5.55 | 5.41 | 5.27 | 5.12 | 4.98 | 4.84 | 4.70 | 4.55 | 4.41 | 4.27 | 4.13 | 3.98 | 3.84 | 3.70 | 3.56 | 3.42 | 3.27 | 3.13 | 2.99 | 2.85 |

** Available only to Beverly Hospital Grandfathered Employees with 25 years of Services as of 10/1/1996
### APPENDIX B

**PTO TABLES**

**TABLE #5**

**BARGAINING UNIT EMPLOYEES HIRED AFTER OCTOBER 1, 1996**

**PTO ACCRUAL TABLE**

**ACCRUAL PER WEEK**

<table>
<thead>
<tr>
<th>Full Time Equivalent (0-5 years)</th>
<th>30 Days</th>
<th>34 Days (5 years +)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Hours</td>
<td>240</td>
<td>272</td>
</tr>
</tbody>
</table>

**Scheduled Hours**

| 40 | 4.62 | 5.23 |
| 39 | 4.50 | 5.10 |
| 38 | 4.38 | 4.97 |
| 37 | 4.27 | 4.84 |
| 36 | 4.15 | 4.71 |
| 35 | 4.04 | 4.58 |
| 34 | 3.92 | 4.45 |
| 33 | 3.81 | 4.32 |
| 32 | 3.69 | 4.18 |
| 31 | 3.58 | 4.05 |
| 30 | 3.46 | 3.92 |
| 29 | 3.35 | 3.79 |
| 28 | 3.23 | 3.66 |
| 27 | 3.12 | 3.53 |
| 26 | 3.00 | 3.40 |
| 25 | 2.88 | 3.27 |
| 24 | 2.77 | 3.14 |
| 23 | 2.65 | 3.01 |
| 22 | 2.54 | 2.88 |
| 21 | 2.42 | 2.75 |
| 20 | 2.31 | 2.62 |
## 2011 Network Blue Options Plan Design

<table>
<thead>
<tr>
<th>Benefit</th>
<th>NHS Tier</th>
<th>Enhanced Tier</th>
<th>Standard Tier</th>
<th>Basic Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Deductible</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Co-insurance Maximum</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Hospital Inpatient</td>
<td>$150</td>
<td>$250</td>
<td>$600</td>
<td>$1,200</td>
</tr>
<tr>
<td>Hospital Outpatient</td>
<td>$100</td>
<td>$130</td>
<td>$300</td>
<td>$600</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>PCP Office Visits</td>
<td>$15</td>
<td>$25</td>
<td>$35</td>
<td>$45</td>
</tr>
<tr>
<td>Specialist Office Visits</td>
<td>$25</td>
<td>$45</td>
<td>$45</td>
<td>$45</td>
</tr>
<tr>
<td>Retail Pharmacy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(15 generic/30 preferred brand/50 non-preferred brand)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mail Order Pharmacy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(30 generic/60 preferred brand/100 non-preferred brand)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Some Examples of Hospitals by Tier

<table>
<thead>
<tr>
<th>Northeast Health System</th>
<th>Anna Jacques Hospital</th>
<th>Massachusetts General Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lyden Clinic</td>
<td>North Shore Medical Center</td>
</tr>
<tr>
<td></td>
<td>Beth Israel Deaconess Med Ctr</td>
<td>Children's Hospital</td>
</tr>
<tr>
<td></td>
<td>New England Baptist</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Harvard Vanguard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Uranus Hospital</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Middlesex Mem Hospital</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Children's Hospital</td>
<td></td>
</tr>
</tbody>
</table>

Note: The list of hospitals is not exhaustive and may vary by location and tier.
# 2011 Health, Dental & Vision Insurance Rates

Employee Bi-Weekly Contributions - January 1, 2011 through December 31, 2011

Employees must sign-up for health/dental/vision insurance within their first 30 days of employment. Thereafter, enrollments and/or changes are restricted to the annual open enrollment period, or within 30 days of a qualifying event.

<table>
<thead>
<tr>
<th>Bi-Weekly Rates</th>
<th>Network Blue Options</th>
<th>Delta Dental High</th>
<th>Delta Dental Basic</th>
<th>EyeMed Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual</strong></td>
<td>$74.32</td>
<td>$7.74</td>
<td>$4.74</td>
<td>$3.94</td>
</tr>
<tr>
<td><strong>Employee + One</strong></td>
<td>$148.84</td>
<td>$14.42</td>
<td>$8.82</td>
<td>$6.48</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>$216.82</td>
<td>$22.52</td>
<td>$13.80</td>
<td>$11.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bi-Weekly Rates</th>
<th>Network Blue Options</th>
<th>Delta Dental High</th>
<th>Delta Dental Basic</th>
<th>EyeMed Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual</strong></td>
<td>$130.96</td>
<td>$11.34</td>
<td>$6.94</td>
<td>$3.94</td>
</tr>
<tr>
<td><strong>Employee + One</strong></td>
<td>$260.88</td>
<td>$21.10</td>
<td>$12.92</td>
<td>$8.48</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>$383.02</td>
<td>$32.08</td>
<td>$20.20</td>
<td>$11.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bi-Weekly Rates</th>
<th>Network Blue Options</th>
<th>Delta Dental High</th>
<th>Delta Dental Basic</th>
<th>EyeMed Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual</strong></td>
<td>$187.62</td>
<td>$14.94</td>
<td>$9.14</td>
<td>$3.94</td>
</tr>
<tr>
<td><strong>Employee + One</strong></td>
<td>$372.92</td>
<td>$27.80</td>
<td>$17.02</td>
<td>$8.48</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>$549.20</td>
<td>$43.44</td>
<td>$26.80</td>
<td>$11.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bi-Weekly Rates</th>
<th>Network Blue Options</th>
<th>Delta Dental High</th>
<th>Delta Dental Basic</th>
<th>EyeMed Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Individual</strong></td>
<td>$300.92</td>
<td>$22.12</td>
<td>$13.56</td>
<td>$3.94</td>
</tr>
<tr>
<td><strong>Employee + One</strong></td>
<td>$597.00</td>
<td>$41.18</td>
<td>$25.22</td>
<td>$8.48</td>
</tr>
<tr>
<td><strong>Family</strong></td>
<td>$881.60</td>
<td>$64.34</td>
<td>$39.42</td>
<td>$11.32</td>
</tr>
</tbody>
</table>

*If you live outside of the service area of our HMO Plans, please contact Human Resources for available options.*
APPENDIX D
GRIEVANCE FORM

MASSACHUSETTS NURSES ASSOCIATION
340 Turnpike Street
Canton, MA 02021-2700
(617) 821-4625 / Fax # (617) 821-4445

GRIEVANCE

TO: __________________________________________________________________________

FROM (Include name, job title, shift, and unit): _______________________________________

STATEMENT OF GRIEVANCE:
The _______ is in violation of Article (s) _________, Section(s) __________ and other relevant provisions of the Agreement at ______ a.m./p.m. (approximate time of violation) on ________________ (date of violation) by: ____________________________________________

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

PROPOSED SOLUTION
______________________________________________________________________________
______________________________________________________________________________

Signature(s): _____________________________________________________________

cc:  Grievant(s)  Date: _____________________________________________________
     MNA Chairperson
     MNA Staff

Delivered:  in person _____  by mail _____  by fax _____

Signature of Administrator or Designee: __________________________________________
Date: __________________________  Time: __________________________
APPENDIX E
SIDE LETTERS

NORTHEAST HOSPITAL CORPORATION AND MASSACHUSETTS NURSES ASSOCIATION
CONTRACT
SIDE LETTERS AND OTHER AGREEMENTS

A. Side Letters from prior contract to be included in back of contract booklet:

- Side Letter Re: Hours in Maternity
- Memorandum of Agreement Re: Specialty Leader (A.K.A. Service leader) Cross-Campus Wide Program for Intraoperative Specialty Leaders
- Side Letter RE: Cardiac Catheterization Lab On-Call Agreement
- Side Letter Re: NHC E.D. Cross Campus Float Proposal
- Side Letter Re: Data Quality Analyst and Document Specialist, 6/29/04
- Side Letter Re: Differentials for Quality Case Managers, 6/29/04
- Side Letter Re: Notification to MNA Regarding Hires, 6/29/04

B. Side Letters that are not to be included in the back of contract booklet:

- Side Letter Re: Grievance Numbering
- Side Letter Re: Workplace Safety
- Side Letter Re: Ergonomics
- Side Letter Re: Floating in Maternal and Newborn Services
- Side Letter Re: Scrub Nurses in Maternal and Newborn Services
- Side Letter Re: Smoking Cessation Reimbursement Program
- Memorandum of Understanding Re: Pain Management Center Saturday Schedules, 8/22/08
- Side Letter Re: Extension of Temporary Agency RNs Beyond Six Month Period in the ED, October 16, 2009 (Expires May 8, 2010)
Memorandum of Agreement Regarding 2011 Bonus

If the Hospital’s operating margin in fiscal year 2011 exceeds one percent (1%), RNs shall collectively receive a portion of a 30 percent bonus of the amount exceeding the one percent (1%) Hospital operating margin for fiscal year 2011, as described below.* The 30 percent bonus pool shall be shared equally by RNs, with all Hospital employees, managers, and supervisors:

a. The payment will be calculated in the first 15 days of December and payable on approximately December 22, 2011;

b. Bonus pool monies shall be paid to RNs as a pro-rated lump sum payment based on scheduled hours during fiscal year 2011;

Pro ration shall occur as follows:
- 36 or more hours (up to 39) : .9
- 32 hours or more : .8
- 24 hours or more : .6
- 16 hours or more : .4
- 8 hours or more : .2

c. Bonus pool monies shall be paid to Per diem RNs as a pro-rated lump sum payment based on base hourly rate multiplied by hours worked from the first pay period ending on or after October 1, 2010 and continuing for 52 weeks;

d. Bonus lump sum payments shall be paid less applicable withholdings; and

e. Bonus lump sum payments shall not be considered part of base pay for overtime or other purposes.

*Fiscal year 2011 is defined as October 1, 2010 through September 30, 2011.
August, 2011
James Kane
Associate Director
Massachusetts Nurses Association
340 Turnpike Street
Canton, Massachusetts 02021

Re: Hours in Maternity

Dear Jim:

This will confirm our agreement that the Employer may fill twenty-five percent (25%) of the budgeted positions in Maternity (excluding per diems and Team Leaders) in accordance with Article XII, Variable Hours. If as a result of “low census” in department, the Employer must involuntarily downsize staff and the Employer is unable to do so through available contracted mechanisms Article XI, On-Call, and Article XII Variable-RN, the Employer may cancel staff up to not more than twelve (12) times per year but no more than twelve (12) hours per four (4) week scheduling period.

After available variable RNs have been utilized, staff nurses in OB may be downsized in reverse order of seniority on a rotating basis, regardless of the number of hours they were previously downsized. The twelve (12) hour gap will continue.

Please confirm our agreement by signing below. Thank you.

Very truly yours,

Althea C. Lyons
Vice President of
Human Resources and Development

Agreed:

MASSACHUSETTS NURSES ASSOCIATION

By: ___________________________                            Date: ____________

Agreed that the above shall be extended through December 31, 2013

_________________________ Date: ______  __________________________  Date: ______
Massachusetts Nurses Association  Northeast Hospital Corporation
MEMORANDUM OF AGREEMENT

SPECIALTY LEADER (A.K.A. SERVICE LEADER) CROSS-CAMPUS WIDE
PROGRAM FOR INTRAOPERATIVE SPECIALTY LEADERS

A. The Hospital will determine how many Intraoperative Specialty Leaders will exist and in what specialty areas and sites the roles will exist. RNs may volunteer or be assigned with the nurse's consent to Intraoperative Specialty Leader roles with the approval of the Hospital. In order to be eligible for the role, an RN must be regularly scheduled for twenty-four (24) hours per week or more.

B. In the event that a Intraoperative Specialty Leader voluntarily steps down from her/his role, and no vacancy is available or created in the unit, the Intraoperative Specialty Leader shall have the option of filling any vacant role in the hospital for which s/he is qualified. If there is still no vacant role for which the Intraoperative Specialty Leader is qualified, the nurse may bump in accordance with Article XVIII. If the Hospital intends to fill the role, it commits to actively solicit candidates to replace the nurse stepping down from the role. In the event that the Intraoperative Specialty Leader is involuntarily removed from her/his role by the Hospital, and no vacancies for which the nurse is qualified exist in the unit or the hospital or are created in the unit, the Intraoperative Specialty Leader who has been asked to step down may exercise bumping rights pursuant to Article XVIII.

C. The agreed-upon parameters for the Intraoperative Specialty Leader role are as follows:
1. Terms are limited to one year renewable periods, provided the Specialty Leader performs adequately in the role, and are renewable upon approval of the Hospital, and agreement from the nurse; and
2. In order to qualify for the roles, RNs must be certified in operating room nursing, enrolled in such a certification course or commit in writing to be enrolled in such a course within a six-month period and to complete the certification process within one (1) year.

D. Specialty Leaders shall be paid a differential in accordance with Article XV, Section 4 of the collective bargaining agreement.

E. Specialty Leaders will be expected to work a majority of time in their base campus, however they may be expected to cover occasional cross-campus needs.

Agreed:

Northeast Hospital Corporation

Date 3/20/07

Massachusetts Nurses Association

Date 3/20/07
August, 2011

James Kane  
Associate Director  
Massachusetts Nurses Association  
340 Turnpike Street  
Canton, Massachusetts 02021

VIA FACSIMILE AND U.S. MAIL

Re: Cardiovascular Suite (CVS) On-Call Agreement between Northeast Hospitals Corporation (NHC) and Massachusetts Nurses Association (MNA)

Dear Jim,

In addition to the provisions outlined under Article XI: On-Call, Sections 1 and 2, the MNA and NHC agree to the following:

1. For purposes of the On-Call schedule, weekend shifts begin at 3:30 p.m. Friday evening and end on Monday morning at 6:30 a.m.

2. Nurses may volunteer for as many on-call hours as safety considerations allow with the supervisor’s consent.

3. On-call hours will be filled by initially seeking volunteers. Holes in the on-call schedule will be filled with per diems and additional volunteers. If any on-call hours remain unfilled, they will be filled with regular nurses, up to a limit of 24 on-call hours per payroll week, except as provided in Article XI, Section 1.

4. The formal On-Call rotation will begin following approval of the DPH and C-PORT process as outlined by the DPH.

5. 30 Days prior to the 90th day of the On-Call coverage, the Hospital and the MNA will meet to review its progress and either party may request negotiations. At that time any issues and possible recommendations for change will be discussed and addressed.

Please confirm your agreement by signing below.
Respectfully yours,

Althea C. Lyons  
Vice President of  
Human Resources and Development

Agreed:  
MASSACHUSETTS NURSES ASSOCIATION

By: ___________________________                            Date: ____________

ACL/we
March 19, 2007

Joe-Ann Fergus
Associate Director
Massachusetts Nurses Association
340 Tunpike Street
Canton, MA 02021

Re: NHC E.D. Cross Campus Float Proposal

Dear Joe-Ann:

The Northeast Hospitals Emergency Services Department (AGH and BH) would like to hire up to 4 positions (24-40 hours) that are stationed at the Beverly Hospital ED but are available to be floated to the AGH ED. These positions would cover leaves of absence, vacations, sick calls, or any sudden fluctuations in volume. The work location could be scheduled in advance or may be changed during the shift if an unusual circumstance occurred and staffing needed to be changed (e.g., RN leaves middle of shift due to illness or emergency). The positions would be posted as variable.

The float differential ($3.50), in the base wage, will be paid for all hours worked for RNs in these positions. If at any future date from time of hire, the RN wishes not to be floated, they are eligible to bid for any vacant positions that are available at either campus.

Please indicate your agreement by signing below. Thank you.

Very truly yours,

Althea C. Lyons
Vice President of Human Resources & Development

Agreed:

MASSACHUSETTS NURSES ASSOCIATION

By: ___________________________ Date: __/__/07
June 29, 2004

Joe-Am Fergus
Associate Director
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Re: Data Quality Analyst and Document Specialist

Dear Joe-Am:

This will confirm our agreement to place the two positions referenced above on the RN wage schedule (Appendix A). Once the current incumbent leaves each of these two positions, the parties will negotiate as to the continuing status of the position, eg., whether it will continue in the bargaining unit, where it should be on the wage/salary schedule.

Please indicate your agreement by signing below. Thank you.

Very truly yours,

[Signature]

Althea C. Lyons
Vice President of Human Resources & Development

Agreed:

[Signature]

Massachusetts Nurses Association
June 29, 2004

Joe-Ann Fergus
Associate Director
Massachusetts Nurse Association
340 Turnpike Street
Canton, Massachusetts 02021

Re: Differentials for Quality Case Managers

Dear Joe-Ann:

This confirms our agreement that, notwithstanding Article XV, the hospital will pay temporary charge pay to case managers who cover the Director of the Department when necessary, preceptor pay when Quality Case Managers are eligible and the weekend differential to those Quality Case Managers who work any weekend hours as defined by Article XVI, Section 2.

AGREED:

[Signature]
Massachusetts Nurses Association

[Signature]
Aithe C. Lyons
VP, Human Resources & Development

86 Herrick Street, Beverly, Massachusetts 01915  ph: 978-922-3000
nhshealth.org
June 29, 2004

Joe-Ann Fergus  
Associate Director  
Massachusetts Nurses Association  
340 Turnpike Street  
Canton, MA 02021

Re: Notification to MNA Regarding Hires

Dear Joe-Ann:

This will confirm that the Hospital will notify the MNA monthly:

1. The name of all new RNs hired;
2. The Step they are hired at and the amount they are paid.

Please indicate your agreement by signing below.

Very truly yours,

Ailthea C. Lyons  
Vice President of Human Resources & Development

Agreed:

Massachusetts Nurses Association

85 Herrick Street, Beverly, Massachusetts 01915  pr: 978-922-3000  nhashealth.org
# ALPHABETICAL INDEX

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<th>Pg</th>
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</thead>
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<td>100</td>
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<tr>
<td>FLEXIBLE SPENDING ACCOUNT (FSA)</td>
<td>75</td>
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<td>108</td>
</tr>
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<td>33</td>
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<td>18</td>
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<td>100</td>
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