AGREEMENT BETWEEN

THE SALEM HOSPITAL

AND

MASSACHUSETTS NURSES ASSOCIATION

October 1, 2011 - September 30, 2013
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Agreement entered into this day of , 2011 by and between THE SALEM HOSPITAL (hereinafter referred to as the “Hospital”), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, and the MASSACHUSETTS NURSES ASSOCIATION (hereinafter referred to as the “Association”).

PURPOSES

The intent and purpose of this Agreement are to encourage harmonious relationships between the Hospital and the registered nurses it employs who are subject hereto; to promote and improve that relationship subject to the Hospital’s objective of providing to the community high standards of patient care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits and other conditions of employment that shall apply to such nurses; and to establish amicable processes for collective bargaining. The Association agrees that it will cooperate with the Hospital and support its efforts to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such services.

ARTICLE I

RECOGNITION

1.1. Bargaining Unit. In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC-21,875, the Hospital recognizes the Association as the sole and exclusive bargaining representative with respect to salaries, hours of employment and other conditions of employment for all full-time and regular part-time registered nurses employed by the Hospital at its hospital in Salem, Massachusetts and the Mass General for Children Unit including per diem nurses, but excluding the division director of the nursing division, directors of nursing, associate director of nursing for fiscal/staffing, assistant to the director, assistant directors of nursing, nursing supervisors, staffing supervisors, nurse managers, clinical managers, patient education coordinator, staff development instructors, chief of IV services, supervisor of IV services, supervisor UR, supervisor discharge planning, assistant to the director of clinical services for patient services, nurse managers (MHC), assistant charge persons (MHC), co-manager inpatient (MHC), admitting manager, employee health nurse practitioner, students, temporary nurses, all other employees, guards and all other supervisors as defined in the National Labor Relations Act.
1.2. **Scope of Bargaining Unit and Agreement.** The terms “nurse” and “nurses” as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

1.3. **Temporary Nurses.** The term “temporary nurse” shall refer only to a nurse who at the time of her/his hire is informed that her/his employment will not be permanent. A nurse hired on a temporary basis to replace a nurse(s) on a leave(s) of absence or to work under a research contract for a defined period may be employed on a temporary basis for the period of the leave(s) or research contract, respectively, in both cases without regard to the duration of the period of temporary employment. While the Hospital is not restricted in the other reasons for which it may hire temporary nurses, the Hospital will not employ any such nurse in a temporary capacity for more than six (6) months.

If a temporary nurse is continued beyond the maximum period of temporary employment as provided above, the temporary position shall become regular, and shall be posted pursuant to Article 11.4 Transfers.

The Hospital will not employ a series of temporary nurses in a permanent position for the purpose of avoiding filling a vacancy.

1.4. **Definitions.** The terms “full-time nurse” and “full-time nurses” refer only to nurses employed on a permanent basis who are normally scheduled to work forty (40) hours per week. The terms “part-time nurse” and “part-time nurses” as used hereinafter refer only to nurses employed on a permanent basis who are normally scheduled to work less than forty (40) hours per week and does not include per diem nurses. The terms “per diem nurse” and “per diem nurses” as used hereinafter refer to nurses who are employed under the Hospital’s per diem program (see Article XV).

1.5. **New Positions.** Should any new RN position be added to the workforce, the employer shall, upon request by the Association, confer to determine if such new position should be added to the bargaining unit. If the parties cannot agree on the bargaining unit status of the nurse in the
new position, the Association may exercise any rights it might have to seek a determination by the National Labor Relations Board.

ARTICLE II
NON-DISCRIMINATION

The parties are mindful of their obligations under federal and state laws pertaining to discrimination in employment, and the Hospital and the Association therefore agree that neither will discriminate against any nurse with respect to matters relating to employment because of such nurse’s race, color, national origin, sex, age, physical handicap, veteran’s status, sexual orientation, religion or activity with respect to the Association, in violation of such federal or state laws.

ARTICLE III
ASSOCIATION ACTIVITIES

3.1. Newly Employed Nurses. The Hospital will advise all new nurses at the time of employment that the Association is their exclusive representative for the purposes of collective bargaining and will provide said nurses with a copy of the Collective Bargaining Agreement. By not later than the first day of each orientation, the Hospital will provide to the Association a list of new nurses’ names, addresses, telephone numbers and departments. The Hospital will each month also notify the Association in writing of the name of each nurse who has terminated for any reason during the preceding month.

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

3.3. Association Representative. An authorized representative of the Association shall have reasonable opportunity to visit Hospital premises for purposes of conferring with authorized representatives of the Hospital and for purposes of conferring for a reasonable period of time with an Association floor representative and/or nurse relative to any question arising under this Agreement. Such visits with an Association floor representative and/or nurse will take place during
non-working time and shall not interfere with orderly operations at the Hospital. When visiting the Hospital facility, the Association representative shall make an appointment with the Vice President of Human Resources and or her/his designee in advance of any such visit to meet with a representative of the Hospital and shall advise the Vice President of Human Resources or her/his designee in advance of any such visit to confer with a Association floor representative or nurse. Upon arrival at the Hospital facility, the Association representative shall advise the Vice President of Human Resources or her/his designee of her/his presence.

3.4. Association Floor Representatives. The Association will designate eight (8) nurses (including one nurse on the evening shift and one nurse on the night shift) as its Association floor representatives and authorize these eight (8) nurses to deal with the Hospital about adjustment of grievances arising under this Agreement. The Association floor representatives shall be empowered to act for the Association and, as such, shall be deemed agents of the Association. The Association will notify the Hospital of the Association floor representatives’ designation, and any change in such.

3.5. Association Activities on Hospital Premises. There shall be no Association activities on Hospital premises at any time except as authorized by this Agreement or by agreement with the Hospital.

3.6. Bulletin Board. The Hospital will provide space, in a mutually agreed-upon location, at the Hospital facility, including MassGeneral for Children, for bulletin boards to be furnished by the Association, for the posting of notices of Association meetings and related materials and Hospital job postings, which the Association will obtain through the Intranet or Internet for the Hospital. Other than such job postings, no materials shall be posted by the Association without the prior approval of the Vice President of Human Resources, provided that such approval shall not be unreasonably withheld.

3.7. Association Conferences and Conventions. Upon at least forty-five (45) days’ advance written notice the Hospital will grant up to four (4) nurses designated as delegates to state or national Association conferences and conventions time off without pay to attend such conferences or conventions, subject to the Hospital’s operating needs as determined by the Hospital. The amount of time off available for the use of earned time for vacation during the summer shall be
reduced by the amount of time taken during the summer to attend Association conferences and conventions. Requests for time off to attend Association conferences and conventions during the summer shall be submitted not later than March 1st.


(a) Agency Service Fee. This provision shall apply to (i) all nurses who, on December 22, 1992, were employed by the Hospital and were dues-paying members of the Association which represented the nurses prior to the Association, and to (ii) nurses hired on and after December 22, 1992. Each such nurse, as a condition of continued employment, beginning on the thirtieth (30th) day following either commencement of employment or the effective date of this Agreement, whichever is later, will be required to pay an agency service fee to the Association to cover the cost of collective bargaining and contract administration. Any nurse who is not required to pay an agency service fee but who voluntarily becomes a dues-paying member of the Association will thereafter be subject to the foregoing condition of continued employment.

(b) Voluntary Deductions. The Hospital agrees to deduct on a weekly basis a pro rata share of the annual dues for membership in the Association or agency service fee from the earnings of any nurse who has voluntarily authorized the making of such deduction by filing written authorization on forms approved by the Hospital. Such deductions shall be in the amounts certified by the Association and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Association officer by the twentieth (20th) day of the calendar month following the actual withholding, together with the record of the amount and the names of those for whom deductions have been made. The Hospital shall not be required to make deductions with respect to a nurse for a work week in which the nurse is on an approved leave of absence or layoff, or for which the nurse shall not have received net wages at least equal to the deductions. The Hospital shall cease to make deductions upon the nurse’s termination or transfer to a position not covered by this Agreement, or upon revocation of the authorization in accordance with its terms or with applicable law.

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

3.9. **Safety Committee.** The Association will nominate four (4) members of the bargaining unit, and the Hospital will select one (1) of those nominated to serve on the Hospital’s Safety Committee. The nurse will be relieved of duty, if scheduled to work, without loss of regular pay, to attend Committee meetings.

3.10.**New Nurse Orientation.** One (1) Association representative, from among a group of five (5) designated by the Association, will be released from work without loss of regular pay and given fifteen (15) minutes during the nursing orientation at a time designated by the Hospital, to provide the following information to new nurses:

- What it is to belong to the Association
- Membership
- Contract
- Association leadership list

The Hospital will give the Association one (1) month’s advance notice of the date and the time of each orientation session. The Association agrees that it will not make any disparaging comments about the Hospital, its administration, any of its managers, or its services. A Hospital HR representative shall be present during the Association’s presentation to nurse orientees.

**ARTICLE IV**

**MANAGEMENT RIGHTS**

4.1. **Management Rights.** The Association recognizes the right of the Hospital to operate and manage the Hospital. All rights, functions, prerogatives, and discretion of the management of the Hospital, formerly exercised, potentially exercisable, or otherwise, are vested exclusively in the Hospital except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, the Hospital reserves
to itself, subject only to the express provisions of this Agreement, the management of the Hospital and the right to: direct the nurses and assign work; determine the quality and quantity of work to be performed; determine nurse qualifications; establish standards of performance and rules of conduct; require the maintenance of discipline, order and efficiency; evaluate competency and performance; hire, transfer and promote; establish, promulgate, administer, regulate, determine and redetermine policies, practices, methods, procedures and conditions related to medical and nursing care standards, patient care, staffing, research, education, training, operations, services and maintenance; determine the number and location of divisions, departments, units, and all other facilities of the Hospital and whether the whole or any part of its operations shall continue to operate; to lay off nurses for lack of work or other reasons or, after affording the Association an opportunity to negotiate about a reduction in hours, to reduce the same; determine and redetermine job content and establish, expand, reduce, alter, combine, consolidate, abolish or discontinue any job classification, department, unit, operation or service or portion thereof; subcontract work or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline nurses for just cause; require additional hours of work, including overtime work subject to the provisions of Section 7.3; institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

4.2. Assignment to The North Shore Medical Center (NSMC) Affiliated Subsidiaries. Nurses hired on or before January 31, 1991, will be assigned only on a voluntary basis to NSMC Affiliated Subsidiaries. Nurses hired after January 31, 1991, may be assigned to NSMC Affiliated Subsidiaries as determined by the Hospital and will be so informed when they are hired. No nurse hired prior to January 31, 1991 will be required to float to other NSMC Affiliated Subsidiaries.

4.3. Work at Shaughnessy-Kaplan Rehabilitation Hospital d/b/a Spaulding Hospital for Continuing Medical Care North Shore and MassGeneral for Children. Nurses who are required or who volunteer to work at Shaughnessy-Kaplan Rehabilitation Hospital d/b/a Spaulding Hospital for Continuing Medical Care North Shore or at MassGeneral for Children will receive a reasonable orientation, except in emergency circumstances and, in any such instance, they will not be expected to perform work which they are not qualified to perform.
ARTICLE V
CONTINUITY OF OPERATIONS

5.1. No Strikes or Other Interferences. The Association agrees that there will be no strikes of any kind whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sitdowns or slowdowns, sick-outs or sit-ins, picketing, boycotts, or any other direct or indirect interference with the Hospital’s activities or operations during the life of this Agreement. Neither the Association nor any officer, floor representative or other agent or representative or member of the Association nor any nurse shall engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section 5.1.

5.2. No Lock-Outs. The Hospital agrees not to conduct a lock-out of nurses during the life of this Agreement.

5.3. Association’s Best Efforts. The Association agrees that, in the event of any violation of Section 5.1, the Association will immediately order that such violation cease, and the Association, its officers, Association floor representatives and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

5.4. Remedies. In addition to other remedies available to it, the Hospital may impose any disciplinary action, including discharge, upon any or all of the nurses involved in a violation of Section 5.1. Any discipline under this Article shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question of whether or not the nurses who were disciplined in fact participated in, encouraged or were responsible for such violation.

5.5. Injunctive Relief. The Association agrees that immediate injunctive relief shall be an appropriate remedy in the event of a violation of Section 5.1.

5.6. Emergency Arbitration Procedure. In the event of an alleged violation of this Article, the Hospital may, but shall not be required to, resort to the grievance or arbitration procedures of Article VI of this Agreement. The Hospital may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the Association and to the American Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator
to hear the matter. The arbitrator shall hold a hearing within 24 hours after her or his appointment upon telegraphic notice to the Hospital and the Association. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Association. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as she or he may deem appropriate to promptly terminate such violation. No opinion shall be required of the arbitrator, but only a written award and order which shall be issued at the hearing. Such award and order shall be final and binding on the Association and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the Hospital. Resort to this procedure shall not preclude the Hospital from pursuing any other or additional procedures or actions to stop or punish a violation of this Article.

ARTICLE VI
GRIEVANCE AND ARBITRATION

6.1. Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement.

6.2. Informal Adjustments. The parties recognize that day-to-day problems affecting nurses will normally be adjusted between the nurse and her or his immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of other or similar problems between a nurse and her or his immediate supervisor or elsewhere in the Hospital.

(a) Definition. For the purposes of this Agreement, a “grievance” is a complaint by a nurse that the Hospital has interpreted or applied this Agreement in violation of a specific provision hereof and that such interpretation or application has adversely affected her or his interest as an employee under this Agreement. “Days”, as used in this section, shall mean calendar days, exclusive of Saturdays, Sundays and holidays. Only grievances as defined in this Article are subject to grievance and arbitration hereunder.

(b) Any grievance which cannot be adjusted as contemplated by Section 6.2 shall be subject to resolution in the following manner:

STEP 1. The aggrieved nurse or an Association floor representative shall submit the grievance in writing to her or his Nurse Manager or department head, as the case may be, within five (5) days, excluding Saturdays, Sundays and holidays, after the aggrieved nurse first knew or had reason to know of the factual basis for the grievance. The grievance shall be signed by the aggrieved nurse and shall state the specific provision(s) of the Agreement alleged to have been violated, the facts on which the grievance is based, and the remedy sought. The Nurse Manager or department head, as the case may be, and the appropriate Director of Nursing or Department Director of the Clinical Services Division, as the case may be, will meet to discuss the matter with the aggrieved nurse and the Association floor representative within five (5) days after actual receipt of the grievance and will give her or his answer in writing within five (5) days after the meeting has concluded.

STEP 2. If the aggrieved nurse is not satisfied with the answer at Step 1, within five (5) days after receipt of such answer, the grievance may be submitted in writing to the Vice President of the Division of Nursing or the Vice President of the Clinical Services Division, as the case may be. The appropriate Division Director or her or his designee will meet to discuss the matter with the aggrieved nurse and an Association floor representative within five (5) days after actual receipt of the grievance and will give her or his answer in writing within five (5) calendar days after the meeting has concluded.
STEP 3. If the aggrieved nurse is not satisfied with the answer at Step 2, within five (5) days after receipt of such answer, the grievance may be submitted in writing to the Vice President of Human Resources. The Vice President of Human Resources or his or her designee will meet to discuss the matter with the aggrieved nurse and an Association floor representative within five (5) days and will give his or her answer in writing within five (5) days after the meeting has concluded.

STEP 4. If the Association is not satisfied with the answer to the grievance at Step 3, the Association may refer the grievance to arbitration by providing the Hospital with written notice of the Association’s intent to arbitrate within twenty (20) days after the Association’s receipt of the answer at Step 3. If possible, the arbitrator will be selected by mutual agreement. If the Hospital and the Association do not select the arbitrator by mutual agreement, the arbitrator will be selected by the American Arbitration Association in accordance with its usual rules and procedures then obtaining for labor arbitrations, provided that a written Demand for Arbitration is filed by the Association with the American Arbitration Association with a copy being simultaneously furnished to the Vice of Human Resources, within ten (10) days after the notice of intent to arbitrate has been provided to the Hospital.

The date and time will be stamped when a grievance is submitted at each step.

Notwithstanding the foregoing, any individual nurse or group of nurses shall have the right at any time to present grievances to the Hospital and to have such grievances adjusted, without the intervention of the Association, provided that any grievance adjustment shall not be inconsistent with this Agreement and an Association floor representative or Association Representative shall be given an opportunity to be present at any such adjustment.

6.4. Arbitrator’s Function and Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement to the grievance as submitted in accordance with Section 6.3. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement.
6.5. **Effect of Arbitrator’s Decision.** The decision of the arbitrator on any grievance properly submitted to her or him hereunder, if within the scope of his or her authority and power, shall be final and binding upon the Hospital, the Association and the aggrieved nurse.

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

6.7. **Expenses.** The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

6.8. **Time Limits Mandatory.** The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due and the grievance may then be referred to the next step.

6.9. **Scheduling of Meetings.** The parties will endeavor to hold grievance meetings and arbitrations during the nonworking time of the aggrieved nurse and Association floor representative.

6.10. **Labor Relations Connection.** By mutual agreement of the parties in a particular case, the Labor Relations Connection may be substituted for the American Arbitration Association.
ARTICLE VII
HOURS OF WORK

7.1. Work Schedule.

(a) The normal work week shall begin on Sunday at 7:00 a.m. The normal work day for nurses who work day and evening shifts of at least six (6) hours shall include a thirty (30) minute unpaid meal period.

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

(c) The Hospital reserves the right to institute work schedules which provide varying work weeks, work days, hours of work, shifts, and/or starting and quitting times. Before instituting any such work schedules, the Hospital will meet and confer with the Association, except when emergencies do not permit. The Hospital will post any position with such work schedules on the unit where the position is being established. In instituting work schedules which provide varying work weeks, work days, hours of work, shifts and/or starting and quitting times, the Hospital will seek volunteers who are fully qualified and experienced in the judgment of the Hospital. In the absence of such volunteers, the Hospital will assign the least senior nurses who are fully qualified and experienced in the judgment of the Hospital.

(d) Nothing in this Agreement is, or shall be construed as, a guarantee of work.

7.2. Working Schedules.

(a) The Hospital shall under normal circumstances post working schedules covering a 4-week time block not later than two (2) weeks in advance of the start of the period to which they are to apply. Because of unforeseen conditions, however, the Hospital may later revise or supersede any schedule so posted.

(b) The Hospital will endeavor to continue its present practice with respect to scheduling weekends off, by endeavoring to give nurses, under normal circumstances, not less than every other
weekend off, provided however that nurses may be hired to have normal schedules with less than every other weekend off. The Association recognizes, in addition, that conditions may arise, from time to time, that necessitate changes in those practices.

(c) The Hospital will endeavor to avoid scheduling a day-rotating nurse to work the shift commencing on Friday at 11:00 p.m. before the nurse’s scheduled weekend off. The Hospital will also endeavor to avoid scheduling a day rotating nurse to “double back” (working a day shift after having completed an evening shift the prior work day). The parties recognize that, in preparing the work schedule, the Nurse Manager must take into account a variety of factors and that it may not be possible to avoid scheduling a day-rotating nurse to work such shifts. Work schedules will be posted three (3) days prior to their being submitted to the Nursing Office. Any nurse who is scheduled to work a shift on Friday commencing at 11:00 p.m. before a weekend off or to double back may request a review of the schedule by the Nurse Manager for the latter to assess whether or not there are any viable alternatives. The decision of the Nurse Manager shall be final and not subject to grievance or arbitration.

(d) The Hospital will endeavor to avoid scheduling a day-rotating nurse to work the shift commencing at 11:00 p.m. on the day before a planned vacation of at least one week duration. The parties recognize that, in preparing the work schedule, the Nurse Manager must take into account a variety of factors and that it may not be possible to avoid scheduling a day-rotating nurse to work such shift. However, in preparing a schedule, the Nurse Manager will consider the desire to avoid scheduling a day-rotating nurse to work the night shift before such a vacation as the most important factor. Any nurse who is so scheduled will be so informed by the Nurse Manager prior to the schedule being forwarded to the Nursing Office and may request a review of the schedule by the Nurse Manager for the latter to assess whether or not there are any viable alternatives. The decision of the Nurse Manager shall be final and not subject to grievance or arbitration.

(e) Subject to exceptions which may be made from time to time in order to provide adequate nursing coverage for patient care, the Hospital will schedule nurses so that, in a four (4) week period, each nurse whose work schedule rotates among different shifts shall not be scheduled for more than fifty percent (50%) of her or his working time (including paid time off) on the evening
or night shifts. Effective April 9, 1987, with respect to specific positions in specific units as determined by the Hospital from time to time, the number of hours which a nurse is required to be scheduled for the nurse to be eligible to be a day rotator will be twenty-four (24) hours per week, rather than thirty-two (32) hours per week. No nurse will be required to work an 8-hour day shift, evening shift and night shift in a single work week. For purposes of this subsection only, an 8-hour shift beginning after noon is an evening shift and an 8-hour shift beginning after 5:00 p.m. is a night shift.

(f) Subject to operating needs, as determined by the Hospital, a nurse will be entitled either to schedule or have a standing request, for an earned time day when coming off three (3) or more consecutive night shifts on to the day shift, provided that such an earned time day may not be scheduled if it would fall on a weekend day or holiday on which the nurse would be scheduled to work. For nurses who do not have a standing request, the desire to schedule such an earned time day shall be made known to the nurse’s Nurse Manager in advance of the preparation of the four (4) week working schedule.

(g) Nurses are expected to report for work irrespective of weather conditions. When nurses are unable to travel to work because of severe weather conditions, however, they shall use their earned time.

(h) Subject to the needs of the unit, as determined by the Nurse Manager, Clinical Leaders will work their fair share of rotating evenings or nights over a six (6) month period. Because of the nature of the position, rotating is a requirement to hold the Clinical Leader position.

(i) Employees who are scheduled to work forty (40) hours per week, Monday through Friday, 11:00 p.m. to 7:00 a.m., shall be afforded the opportunity to work forty (40) hours without using earned time, provided such can be scheduled without overtime.

(j) Except when the Hospital has no other reasonable alternative, nurses will not be required to rotate from days to evenings and from days to nights in the same four (4) week time schedule.
(k) The Hospital will utilize the following procedure for assigning nurses on a unit to rotation as of October 1, 2009:

(1) The least senior nurses with less than twenty (20) years of continuous service at the Hospital will share the rotation needed in a time schedule, not to exceed rotation equal to 20% of their available shifts.

(2) If the rotation needed would exceed 20% of their shifts, all nurses with less than twenty (20) years of continuous service at the Hospital will share the rotation needed.

(3) If any nurse with less than twenty (20) years of continuous service at the Hospital would be required to rotate more than 30% of their available shifts and there are nurses with more than twenty (20) years, but less than twenty-five (25) years of continuous service at the Hospital, these nurses will share the needed rotation which is not covered by the nurses with less than twenty (20) years of continuous service at the Hospital.

(4) If there are no nurses with at least twenty (20), but less than twenty-five (25) years of continuous service, the nurses with less than twenty (20) years of continuous service at the Hospital will share all the rotation needed.

(5) Nurses with at least fifteen (15) years of continuous service at the Hospital will have the right to express a preference not to be scheduled to rotate either to evenings or to nights. The Hospital will endeavor but will not be required to accommodate the preference.

(6) No nurse will be required to rotate more than 50% of their available shifts.

(l) Effective November 14, 2002 until October 1, 2007, a nurse who has completed twenty-five (25) years of continuous service at the Hospital will not be required to rotate to the evening or night shift. Effective October 1, 2007, a nurse who has completed twenty-five (25) years of seniority at the Hospital will not be required to rotate to the evening or night shift.
7.3. **Overtime.**

(a) All work performed by a nurse, when approved by the Hospital, in excess of forty (40) hours in a work week shall be paid for at one and one-half \((1 \frac{1}{2})\) times the nurse’s regular rate.

(b) All work performed in excess of the nurse’s normal scheduled workday of at least eight (8) hours shall be paid for at one and one-half \((1 \frac{1}{2})\) times the nurse’s regular rate.

(c) For purposes of this section, regularly scheduled hours covered by earned time in accordance with Article IX shall be counted as hours worked for the purposes of determining eligibility for overtime pay.

(d) There shall be no duplication or pyramiding of any premium pay or overtime. For the purpose of this subsection, “premium pay” means weekend premium pay and holiday premium pay.

(e) A nurse is expected to secure approval in advance of the overtime work being performed or, where that is not possible because of patient care needs, to secure approval as soon as possible after the overtime work is completed.

(f) In assigning overtime beyond the end of a shift, the Hospital will first seek volunteer(s) from among the nurses who are then on duty on the unit. In the absence of volunteer(s), the Hospital will assign mandatory overtime to the nurse(s) who are then on duty who have had the longest time period since their last mandatory overtime assignment. In the event that two (2) or more nurses have had an equal time period since their last mandatory overtime assignment, the least senior among such nurses will be assigned to work the mandatory overtime.

(g) A nurse who works sixteen (16) consecutive hours at the initiation of the Hospital will not be required to return to work without having been given ten (10) hours off; the nurse may use ET or go without pay.
7.4. **Mandatory Overtime.**

The Hospital and the Association recognize two fundamental principles that will govern mandatory overtime.

First the Hospital shall use its best efforts to avoid mandatory overtime.

Second, the need to provide patient care and appropriate levels of service may require the Hospital to mandate nurses to work overtime when other options are not available, and the procedure set forth below in paragraphs (a) through (e) has been exhausted.

For purpose of this section, the term mandatory overtime shall mean the Hospital requiring a nurse to work so that she/he cannot go home at the end of her/his scheduled shift, except that in the operating rooms the current system will continue to apply and count as mandatory overtime when at the end of a shift a case has not been completed.

Before assigning mandatory overtime, the Hospital will comply with the following procedure:

(a) The Hospital must contact all nurses who are on duty on the nursing unit to seek volunteers to cover the hours.

(b) The Hospital must attempt to contact all per diem nurses specific to the nursing unit, e.g. Davenport 6, Davenport 7, Surgical Services, Psych, ICU, to see if they are available. Attempts to contact when mandatory overtime has occurred must be documented with the time of call and response, and this information will be given to the Association weekly.

(c) The Hospital will attempt to contact all other departmental nurses who have indicated they may be available, if called, to see if they will come in early or to see if they will work an extra shift. Any nurse (i.e., full time, part-time, per diem, casual or pool nurses) who fills vacant hours that were first posted less than 24 hours before the nurse began working them will be paid time and one-half for this additional time worked.

(d) If the need for overtime work occurs on short notice, before all of the attempts to contact nurses indicated under paragraphs (b) and (c) above can be completed, the attempts will continue after the overtime work has begun in an effort to relieve the nurse as soon as possible.
(e) The Hospital must contact nursing agencies to provide coverage for any shifts for which it is known 24 hours in advance that coverage will be required, where the Hospital reasonably concludes qualified agency nurses will be likely available.

(f) Once the Hospital has completed the above procedure, if it has not found any volunteers, the Hospital may mandate a nurse to work overtime, provided that the Hospital will use its best efforts to see that the nurse is relieved after four (4) hours of overtime work. Any nurse who is required to work more than four (4) hours of mandatory overtime will be paid at double time for mandatory overtime in excess of four (4) hours. No disciplinary action will be taken against a nurse who leaves work after four (4) hours of mandatory overtime when there are no unforeseen emergency circumstances. No nurse will be required to work mandatory overtime more than three (3) times in a calendar quarter, except, in the operating rooms and except in other departments when this limitation would result in not having sufficient nursing coverage and when other options are not available. The nurses in the department will be first given the opportunity to decide among themselves who will be mandated. If the nurses cannot decide among themselves, the Hospital will mandate according inverse seniority rotation. A nurse will not be considered to have been mandated if the nurse volunteers to work the overtime. A documentation form (to be developed jointly by the Association and management), will be filled out completely by a manager or supervisor and signed by the end of the shift or, in any event, within 24 hours, with a copy to the Director of Nursing, the Nurse Manager, the Mandated Nurses and the Association President. Any nurse who works in excess four (4) hours beyond the need of her/his shift may request two (2) taxi vouchers, one (1) for transportation home, the other to return to the Hospital to get her/his car.

(g) A nurse may refuse to work mandatory overtime for reasons of personal fatigue, personal illness or dependent care. If such overtime is refused for such a reason, the overtime will be assigned to the next nurse on the nursing unit list. Nurses will only be allowed one (1) refusal per calendar quarter. A nurse(s) who refuses a mandatory overtime shall retain her/his position on the nursing unit list. Where all nurses on duty refuse a MOT shift, the first on the list shall be mandated, having already used her right of refusal for the calendar quarter.

(h) A nurse who has been mandated and works a minimum of four (4) hours of overtime and is scheduled to work a shift that is scheduled to begin less than eight hours (8) after the conclusion of the mandatory overtime, the nurse will have the following options: (i) be absent for the regular shift,
and this absence will not be counted as a sick call, (ii) work the regular shift as scheduled, (iii) delay the start of her/his regular shift until she/he has had 10 hours off, without loss of pay, (iv) use ET for the regular shift.

The nurse will inform the supervisor of which option she/he is choosing within the first four (4) hours of the mandated shift.

(i) The Hospital will investigate any mandated shift with regard to the circumstances that led to this action. A discussion will be held at a labor-management meeting, to be held on a monthly basis.

(j) Nurses will not be mandated to work overtime without a nursing patient care assignment.

(k) All “holes” in a nursing unit’s schedule will be posted on the nursing unit as soon as known.

(l) In order to avoid mandatory overtime, the Hospital will encourage “swaps” and “deals” among nurses.

(m) Each nursing unit will maintain a nursing unit list, which contains names and telephone numbers of nurses who have indicated that they would be willing to come in to work voluntary overtime on short notice, if called.

(n) A nurse who is not on-call and who is called at home on her day off and voluntarily comes in to work will be credited with having worked a mandatory overtime shift for purposes of the Mandatory Overtime list only.

(o) The Hospital will not mandate overtime after having canceled any nurse on the unit, except when circumstances change after the cancellation (e.g., ill call or increase in census) and, in the Hospital’s judgment, there is no reasonable alternative (e.g. floating) to provide coverage.

(p) Except when there is no regularly scheduled nurse on duty to cover, per diem nurses who work at the Hospital facility will not be mandated to work overtime if they have chosen to float first as provided in Article XV.

(q) An overtime situation which include a “deal or trade” for another day off is not considered mandatory overtime.

7.5. Floating. A documentation form, to be developed, will be filled out for each instance in which a nurse who works at the Hospital facility is floated to document the following:

- The nurse who is floated;
- The unit the nurse is floated to;
• The unit the nurse floated from; and

• The reason the nurse was floated.

The Hospital will continue Float Committee meetings to be held no less than quarterly. Nurses who are on the Committee will be released from work if staffing permits and, if released, will not lose any regular pay for time in attendance.

The Hospital and the Association recognize the value of regular staff working on the units on which they are regularly assigned. The Hospital has the objective of staffing each patient care area through regular assignments. However, both the Hospital and the Association also recognize that variable patient activity, absences and other circumstances sometimes cause the Hospital to float nurses out of the units to which they are regularly assigned. Accordingly, the Hospital will float nurses based on its assessment of the competency of the nurse and the needs of the Hospital. The Hospital shall not expect a nurse who is floated to perform any duties, either independently or paired with another nurse, which the nurse is not competent to perform.

Subject to exceptions occasioned by patient care needs, the Hospital will assign floating as follows. If the Hospital determines that staffing needs cannot be satisfied through the float pool, floating shall be assigned in the following order within each unit: (i) per diems who choose to float, (ii) volunteers, (iii) per diems who have worked beyond their commitment and (iv) the rest of the per diems as well as the regular staff on a rotating basis in inverse order of bargaining unit seniority. The Hospital normally will not float a newly licensed nurse until s/he has completed six (6) months working as a registered nurse at the Hospital.”

7.6. Twelve Hour Shift Program.

(a) The Hospital may establish twelve (12) hour shifts. The number of such shifts, the shift hours and whether the positions are rotator or permanent shift positions shall be determined by the Hospital.
(b) Normally, twelve (12)-hour positions will be in pairs to cover a twenty-four (24) hour period. The Hospital may establish non-paired twelve (12)-hour shifts. All twelve (12)-hour positions will be posted on the unit on which they are being established.

(c) Twelve (12)-hour shift positions may be structured as just twelve (12)-hour shifts, or they may be combined with eight (8)-hour shifts. Twelve (12)-hour shifts shall be paid at straight time for time worked, unless the nurse is eligible for overtime pay under Section 7.3.

(d) **Holiday.** Nurses who regularly work only twelve (12) hour shifts will work twelve (12) hour shifts on holidays. Nurses who regularly work a combination of eight (8) hour shifts and twelve (12) hour shifts may be assigned to work either an eight (8) or a twelve (12) on a holiday as determined by the Nurse Manager/Director.

(e) **Weekends and Rotation.** The contractual provisions relating to weekend work obligations and rotation will apply. Nurses who regularly work only twelve (12) hour shifts will work twelve (12) hour shifts on weekends. Nurses who regularly work a combination of eight (8’s) and twelve’s (12’s) may be assigned to work an eight (8) or a twelve (12) on a weekend as determined by the Nurse Manager/Director.

(f) **Meals and Breaks.** One paid fifteen (15) minute rest break will be given during every six (6) hours worked. One thirty (30) minute unpaid meal period will be given during a twelve (12)-hour shift.

(g) **Shift Hours.**

Normal twelve (12)-hour shift hours will be:

1. **Day Shift** – 7:00 a.m. – 7:30 p.m. with rotation, hired in pairs (see first sentence of (b) above)

   Rotation to a twelve (12) hour shift will only be to the 7PM – 7:30AM night shift, provided that a nurse may on a voluntary basis rotate to the 11AM – 11:30 PM shift.

2. **Evening Shift** – 11:00 a.m. – 11:30 p.m.
(3) **Evening Shift** – 3:00 p.m. – 3:30 a.m.  ED only.

(4) **Night Shift** – 7:00 p.m. – 7:30 a.m. hired in pairs (see first sentence of (b) above).

(5) **Night Shift** – 11:00 p.m. – 11:30 a.m.

The Hospital will meet with the Union prior to establishing a twelve (12)-hour shift with hours other than those set forth above.

(h) **Shift Differential.**

Nurses who occupy permanent positions will be paid the applicable permanent shift differential and nurses who occupy rotator positions will be paid the applicable rotator shift differential.

The applicable differential shall be paid as follows:

(1) **Day Shift** – 7:00 a.m. – 7:30 p.m. – 4 hours evening differential.

(2) **Evening Shift** – 11:00 a.m. – 11:30 p.m. – 8 hours evening differential.

(3) **Evening Shift** – 3:00 p.m. – 3:30 a.m. – 8 hours evening differential and 4 hours night differential.  ED only.

(4) **Night Shift** – 7:00 p.m. – 7:30 a.m. – 4 hours evening differential and 8 hours night differential.

(5) **Night Shift** – 11:00 p.m. – 11:30 a.m. – 8 hours night differential.

(i) **Number of Twelve (12)-hour Shifts Worked Consecutively.**

A nurse will not be scheduled to work more than three (3) consecutive twelve (12)-hour shifts unless it is mutually agreed between the nurse and the Hospital.

(j) **Per Diems.**
Per diem nurses may be scheduled to work twelve (12)-hour shifts to fulfill their work commitment, but will not be scheduled to work any additional twelve (12) hour shifts until full time and part time nurses have been scheduled.

(k) **Floating.**

Nurses working twelve (12)-hour shifts will be expected to float to the same extent as nurses working eight (8)-hour shifts.

(l) **Mandatory Overtime.**

The four (4)-hour provision in Article 7.4(f) shall apply to nurses working twelve (12)-hour shifts.

(m) **Commitment.**

Prior to entering into the twelve (12)-hour shift program, the Hospital will review the program with the nurse. The nurse and the Hospital will enter into a commitment letter which is renewable by mutual agreement. Either party may terminate the nurse’s participation in the program, during a six (6) month commitment period, with cause, with notice equal to one (1) full time block. In such event, the nurse will work eight (8) hour shifts.

(n) **Discontinuance of the Program.**

The Hospital may discontinue the twelve (12)-hour shift program after notice to the Union and after affording the Union an opportunity to discuss the effects of the discontinuance on the nurses.

7.7 **Float Pool**

The Hospital shall establish (for a one year period, unless further extended by mutual agreement of the parties), at such levels of staff as the Hospital shall determine, a float pool.

Nurses in budgeted float pool positions (20 hour minimum) shall receive a differential of $4.00 per hour for each hour worked in the float pool.
Nurses in float pool positions shall fulfill four (4) weekend shifts per time block as well as the holiday commitment set forth in Section 10.3.

A nurse shall not be eligible for a position in the float pool unless she/he is telemetry certified and has at least two years of med-surg or critical care experience, in addition to such other requirements as the Hospital may determine.

A nurse shall not be floated to a unit unless she/he meets the general med-surg competencies, has undergone a unit familiarization and has reviewed with a nurse manager or administrative supervisor the unit-specific competencies.

Prior to entering the float pool program, the Hospital will review the program with the nurse. Any nurse who takes a position in the float pool may not bid on another bargaining unit position for six (6) months, for so long as the trial period is in effect.

7.8  **Shift Cancellation**

The order of cancellation shall be as follows: (i) overtime shifts, (ii) extra shifts, then (iii) by rotating seniority among all others scheduled to be on duty. For purposes of this section, no distinction shall be made between Flex RNs and non-Flex RNs, or between per diem and non-per diem nurses. If the canceled shift is not an overtime or extra shift, the nurse whose shift is canceled may elect to (i) use earned time or (ii) go without pay. The Manager/Unit Coordinator shall mark the daily schedule with notation of which shifts are extra shifts or overtime shifts.

**ARTICLE VIII**

**SALARIES**

8.1.  **Salary Schedules.**

The salary progression schedule effective 10/3/10 and 9-30-12 are included as Attachment A.

Effective the third (3rd) pay day following ratification each bargaining unit RN will receive a bonus payment equal to 0.5% of their hourly base wage rate in effect at ratification multiplied by the number of hours worked by the RN in calendar year 2011.
Effective September, 30, 2012, all bargaining unit members will receive a 1% (one percent) wage increase.

8.2. Annual Merit Review.

(a) A nurse who is below the maximum step of the salary schedule is eligible to progress to the next higher step, effective with the pay period beginning one (1) year (exclusive of leaves of absence) after the nurse’s last step increase or transfer which resulted in salary adjustment, provided that the nurse’s annual performance evaluation indicates continued performance satisfactory to the Hospital during the prior year. Per diem nurses are eligible for such a step increase after the completion of one thousand (1000) hours of service or one (1) year after the nurse’s last step increase or transfer which resulted in salary adjustment, whichever is longer. A nurse who does not receive an annual step increase because of job performance will be entitled to grieve the appropriateness of the denial.

(b) Notwithstanding Sections 8.1 and 8.2 (a), nurses employed in the following job classifications will continue to be compensated in accordance with the salary grade for their position: Clinical Leader, Clinical Resource Nurse, Respiratory Therapist/Home Health RN, and Utilization Review RN. Each such nurse shall be eligible for a step increase effective on such nurse’s anniversary date in the position (exclusive of leaves of absence).

8.3. Performance Evaluation. Each nurse shall be afforded an opportunity to review her or his annual performance evaluation and to discuss it with the appropriate supervisor. Except for reasons beyond the control of the person doing the performance evaluation, performance evaluations will be given to a nurse on a timely basis within thirty (30) days of the due date. The nurse will sign a copy of the performance evaluation in recognition of having received it. The nurse will be given a copy of the performance evaluation for her/his records.

8.4. Newly Employed Nurses. The initial salary placement on the salary schedule of a newly employed nurse shall be determined by the Hospital based upon its assessment of the nurse’s prior experience and other considerations, including credit as provided in Section 8.12. No newly employed nurse will be hired at the maximum pay rate.
8.5. **Salary Upon Transfer.** A nurse who is permitted to transfer to another bargaining unit position will be placed on the salary schedule based upon the Hospital’s assessment of the nurse’s prior experience and other considerations as they relate to the nurse’s new position.

8.6. **Shift Differential.**

(a) **Eligibility.** Any nurse who starts work at or after 3:00 p.m. is eligible for shift differential pay for all hours worked between 3:00 p.m. and 7:00 a.m. Any nurse who starts work before 3:00 p.m. and works at least four (4) hours beyond 3:00 p.m. is eligible for shift differential pay for all hours worked after 3:00 p.m.

(b) **Amount.**

(1) **Evening Shift.** Effective October 5, 2003, the evening shift differential for nurses who work an evening shift (3:00 – 11:30 p.m.), other than those who are in a permanent evening shift position, shall be in the amount of $1.50 per hour. Effective October 5, 2003, nurses in permanent evening positions shall be paid a permanent evening shift differential of $2.00 per hour.

(2) **Night Shift.** Effective October 6, 2002, the night shift differential for nurses who work a night shift (11:00 p.m. – 7:00 a.m.), other than those who are in a permanent night shift position, shall be in the amount of $2.75 per hour. Effective October 6, 2002, nurses in permanent night positions shall be paid a permanent night shift differential of $5.00 per hour.

8.7. **ICU/CCU Differential.**

(a) **Eligibility.** A nurse who is assigned by the Hospital to work in the Intensive Care Unit or Coronary Care Unit is eligible for ICU/CCU differential pay for all hours worked in the ICU or CCU.

(b) **Amount.** ICU/CCU differential pay shall be in the amount of $0.10 per hour.

8.8. **Weekend Premium Pay.**

(a) **Eligibility.** Any nurse who starts work at or after 11:00 p.m. Friday is eligible for weekend premium pay for all time worked between 11:00 p.m. Friday and 7:00 a.m. Monday. Any
nurse who starts work before 11:00 p.m. Friday and works at least one (1) hour beyond 11:00 p.m. Friday is eligible for weekend premium pay for all hours worked after 11:00 p.m.

(b) **Amount.** Effective September 30, 2007, the amount shall be $2.00 per hour.

(c) **No Effect on Benefits.** Weekend premium pay is not included in the computation of any benefits.

8.9. **On-Call Pay.**

(a) **On-Call.** The Hospital reserves the right to establish and disestablish on-call in particular units when it determines such is necessary. Before placing any additional unit on-call, the Hospital will notify the Association and give it an opportunity to negotiate about the matter. To the extent practicable, on-call within a particular unit shall be shared on a fair and equitable basis. It will look first to qualified volunteers and then assign the least senior qualified nurses in the unit to fill the number of on-call positions. Nurses who are assigned to be on-call will be provided with long-range beepers. All Post Anesthesia Care Unit nurses (PACU), on a rotating basis, will share on-call from 12:30 a.m. to 6:30 a.m., Tuesday through Saturday. PACU day rotating nurses will be assigned to be on-call to cover an unplanned night shift absence (e.g., illness) rather than be assigned to work the scheduled night shift.

(b) **Rate.** Effective October 6, 2002, a nurse who is assigned by the Hospital to be on-call will be paid $5.00 per hour for each hour that she or he is on-call.

(c) **Call-in Pay.** Effective November 1, 2000, a nurse who is called in from on-call will receive a minimum of two (2) hours pay at the rate of time and one-half.

(d) **No Pyramiding.** There shall be no pyramiding of on-call pay and pay for hours worked when called to work while on-call.

(e) **Unit Committees.** The Association will appoint not more than three (3) nurses and the Hospital will appoint not more than three (3) representatives to a committee for each unit that has required on-call for the purpose of setting forth in a document how on-call currently works in that
unit. This shall not limit in any way the Hospital’s right to change in the future how on-call works in a particular unit.

8.10 Call-in Pay for Nurses Not On Call. A nurse who is called to work when not on-call or who is called to work after the expiration of her/his next on-call or regularly scheduled shift, and who reports for work at the requested time, will be paid for the hours which she or he works, and will receive a minimum of two (2) hours’ pay, including any regularly scheduled hours immediately preceding or following the hours worked as called. Effective November 1, 2000, the rate of pay for time worked shall be time and one-half.

8.11 Charge Pay. A nurse who is assigned by the Hospital to serve as Charge Nurse for a shift shall be paid, in addition to any other applicable premiums or differentials, the sum of $2.00 per hour effective September 30, 2007.

8.12 Credit for Prior Experience. Effective October 6, 2002, a registered nurse who has previous acute care experience as a licensed practical nurse will be given one (1) year of credit for salary purposes for every two (2) full years of such experience as a licensed practical nurse. Effective on July 18, 2005, any nurse who is hired thereafter who has previous acute care experience as either a scrub technologist, respiratory therapist or mental health counselor will be given one (1) year of credit, for salary purposes, for every two (2) years of such previous experience, not to exceed a maximum credit of three (3) steps on the salary schedule. The Hospital agrees that in placing employees on the step scale pursuant to the second sentence of Article 8.12, it will add the applicable step credit to the step at which the employee would otherwise be hired. For example, if an employee would otherwise be hired at Step 1, but because of prior experience is entitled to the maximum credit of three (3) steps on the salary scale, the employee would be hired at Step 4. By way of another example, if an employee would otherwise be hired at Step 3, but because of prior experience is entitled to the maximum credit of three (3) steps on the salary scale, the employee would be hired at Step 6.

8.13 Educational Differential. A nurse regularly scheduled to work at least 36 hours per week with a baccalaureate degree in nursing shall receive additional compensation of five dollars ($5.00) per week and one with a master’s degree in nursing shall receive additional compensation
of ten dollars ($10.00) per week. Part-time nurses regularly scheduled to work fewer than 36 hours per week shall receive additional compensation of two dollars and fifty cents ($2.50) per week and five dollars ($5.00) per week, respectively. This section is effective beginning with the first payroll period starting July 1, 2007.

Differentials, as above, will be paid effective as of the date the RN submits to Human Resources documentation establishing that the degree has been earned, except that an RN hired with said degree will be paid from the date of hire.

**ARTICLE IX**

**EARNED TIME**

9.1. **Eligibility.** Full-time nurses and part-time nurses who are regularly scheduled to work twenty (20) or more hours per week are eligible for Earned Time ("E.T.").

9.2. **Accrual of Earned Time.**

(a) An eligible nurse will accrue earned time hours on a weekly basis, as long as she or he remains regularly scheduled to work at least twenty (20) hours per week, in accordance with the following schedule:
WEEKLY ACCRUAL

<table>
<thead>
<tr>
<th>Regularly-Scheduled Hours Per Week</th>
<th>Less Than 5 Years *</th>
<th>At Least 5 Years*</th>
<th>At Least 20 Years *</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>5.08 Hrs.</td>
<td>5.85 Hrs.</td>
<td>6.62 Hrs.</td>
</tr>
<tr>
<td>At least 32</td>
<td>4.06 Hrs.</td>
<td>4.68 Hrs.</td>
<td>5.30 Hrs.</td>
</tr>
<tr>
<td>At least 24</td>
<td>3.05 Hrs.</td>
<td>3.51 Hrs.</td>
<td>3.97 Hrs.</td>
</tr>
<tr>
<td>At least 20</td>
<td>2.54 Hrs.</td>
<td>2.92 Hrs.</td>
<td>3.31 Hrs.</td>
</tr>
</tbody>
</table>

*Continuous employment since most recent Hospital date of hire.

The use of years of continuous Hospital employment rather than years in a benefits eligible status shall be effective with the payroll period starting July 29, 2007 and will not affect amounts of accruals earned prior to that date.

Eligible nurses whose regularly scheduled hours are reduced, but remain at least twenty (20) hours per week, will thereafter accrue earned time hours at the applicable part-time rate. Eligible nurses whose regularly scheduled hours are reduced below twenty (20) hours per week will cease to accrue earned time but may use hours accrued, up to the amount of her or his regularly scheduled hours per week, in accordance with Section 9.6. Earned time accrued may not exceed 560 hours for a full-time nurse or the pro-rata equivalent for eligible part-time nurses.

9.3. Payment of Earned Time.

(a) Rate. Earned time for nurses entitled thereto is paid at the nurse’s regular hourly rate at the time that she or he uses such earned time. The rate of pay for earned time hours includes the
applicable shift differential if the nurse is then assigned to work a permanent evening or night position.

(b) **Maximum Amounts.** Earned time may be taken only in substitution for regularly scheduled work hours. The maximum amount of earned time which may be taken in a work week is the nurse’s then regularly scheduled hours per week. In the case of per diem nurses, the maximum amount of earned time which may be taken in a work week is forty (40) hours.

(c) **Payment Upon Termination.** Upon termination, an eligible nurse who has completed ninety (90) days of continuous employment will be paid for unused accrued earned time at the nurse’s then regular hourly rate.

(d) **Earned Time Cash-In.** Nurses will participate in the annual cash-in program which the Hospital makes available to other Hospital employees twice each year at times determined by the Hospital. Each nurse shall be allowed to cash in a total of two (2) weeks Earned Time (not to exceed four (4) weeks per year), provided that the nurse maintains a minimum of forty (40) hours of Earned Time for part-time and per diem nurses, and sixty (60) hours of Earned Time for full-time nurses.

9.4. **Use of Earned Time.**

(a) **Use of Accrued Time Only.** Except as provided in subsections (b) and (c), earned time must be accrued before it can be used.

(b) **Newly Employed Nurses.** Newly employed nurses must complete ninety (90) days of continuous employment before they are eligible to use earned time, except as provided in this subsection. If a holiday observed by the Hospital occurs during the first ninety (90) days of a nurse’s employment and she or he is not scheduled to work the holiday, the newly employed nurse may upon request take earned time for that day in advance. If a nurse is scheduled to work on a holiday during that period, an earned time day will be advanced upon request. In either case, the earned time so advanced will be deducted from any earned time which accrues at the completion of the ninety (90) day period.
(c) **Holidays.** If an eligible nurse is scheduled to have time off for a holiday observed by the Hospital and such nurse does not have sufficient earned time accrued, she or he may request an advance of one day’s earned time from her or his supervisor. The earned time advanced will be deducted as soon as sufficient earned time has been accrued.

(d) **Scheduling Procedure.** A nurse who has completed ninety (90) days of continuous employment must use accrued earned time for absences from regularly scheduled work due to vacation, holiday, sickness or other personal reasons, including approved leaves of absence. Unless otherwise required by federal law: (1) planned use of earned time must be approved in advance by the Nurse Manager or department head, as the case may be, based on her or his assessment, in her or his sole judgment of the department’s staffing needs; (2), subject to Section 9.4(e), conflicting requests for time off, will be determined by the Nurse Manager or department head, based on her or his assessment, in her or his sole judgment of such factors as seniority, the dates of the requests, the amount of and dates for time off requested, previous requests, and staffing and other needs of the department; and, (3) requests to use earned time for vacation during the summer ordinarily will not be granted for period(s) exceeding two (2) weeks.

(e) **Prime-Time Vacation.** Requests must be submitted by March 1. Prime-time summer vacation period is defined as that period which extends from Memorial Day through Labor Day. All requests will be responded to within five (5) weeks after March 1. Subject to the two (2) week maximum vacation time off during summer prime time, nurses may request, after the March 1 deadline, available vacation time.

When scheduling vacation time off under this Section, the Hospital will first schedule as many nurses on a particular unit and shift as it determines can be accommodated for one (1) week of vacation time off, applying the standard set forth in Subsection 9.4(d)(2); and then, if the Hospital determines that additional vacation time off during prime time can be accommodated on the unit and shift, such additional vacation time off up to one (1) additional week will be scheduled applying such standards.

A nurse may request, prior to March 1 and up to one (1) year in advance, up to one (1) week of vacation time off to attend a wedding of a child, sibling or parent. It is understood that any such
request will be given preferential consideration and may require the Hospital to depart from its every other weekend off practice referred to in Section 7.2(b) as a condition of accommodating the request. The Hospital will respond to requests as provided in Sections 9.4(e) and (f).

(f) **Non-Prime Time Vacation.** Requests of one (1) week or more must be submitted at least four (4) weeks before the schedule is to be posted, and will be responded to as soon as possible, but within four (4) weeks after submission. Requests submitted less than four (4) weeks prior to posting of the schedule will be responded to as soon as possible. No requests will be accepted more than six (6) months in advance.

(g) **Annual Use.** Eligible nurses are required to utilize during each calendar year a portion of their annual accrued earned time for that year for vacation proposes, and such amount will be deducted from an eligible nurse’s accrued earned time. Eligible nurses are responsible for managing their use of earned time so as to meet the requirements of this and the preceding subsection.

(h) **Mandatory Use.** The Hospital may require eligible nurses to use earned time, at dates and times determined by the Hospital, for lack of work or for other reasons.

9.5. **Illness or Injury.**

(a) Accrued earned time must be used for any time that a nurse is prevented from working her or his regularly scheduled hours due to illness or injury (including maternity disability), except to the extent that unconverted sick time is used. Pursuant to Section 12.2(d), a nurse whose leave for personal medical reasons (including maternity reasons) exceeds thirty (30) days may, but shall not be required to, use one (1) year’s earned time accrual.

(b) A nurse who is prevented from working her or his regularly scheduled hours due to illness or injury must notify her or his supervisor at least two (2) hours prior to the time that she or he is scheduled to report to work on the day shift and four (4) hours prior to the scheduled reporting time in the case of evening and night shifts, except in cases of extreme emergency. In such cases, the supervisor must be notified as soon as possible. Failure to comply with this subsection may result in denial of earned time and/or disciplinary action.
(c) A nurse who is absent due to illness or injury must, either upon request or in case of absence for a period of seven (7) or more calendar days, provide medical verification satisfactory to the Hospital detailing the nurse’s medical condition and the expected length of sickness, in order to continue to receive earned time pay. Failure to comply with this subsection also may subject the nurse to disciplinary action.

(d) In the event that an eligible nurse has unused accumulated sick time that was not converted into earned time when she or he became eligible for earned time, accrued earned time will be used for the first sixteen (16) consecutive scheduled work hours that the nurse does not work due to illness or injury, and such unconverted sick time will be used beginning on the third (3rd) consecutive scheduled work day that the nurse does not work due to illness or injury and continuing until the nurse returns to work or has exhausted her or his unconverted sick time. A nurse who is not eligible for earned time and who has unused accumulated sick time will use such time beginning on the third (3rd) consecutive scheduled work day that the nurse does not work due to illness or injury and continuing until the nurse returns to work or has exhausted her or his unconverted sick time.

(e) If a nurse becomes ill or seriously injured during an earned time leave for vacation, the nurse will continue on the earned time approved for vacation until the requested leave has expired.

(f) A physical examination or other medical evidence satisfactory to the Hospital may be required by the Hospital in the event of any illness or injury in order to assure the Hospital that the nurse is able to resume her or his duties without jeopardizing the health or safety of the nurse, patients or other staff.

(g) In the event that a nurse receives workers’ compensation benefits for a period of time lost due to illness or injury, the payments for earned time used for such period shall be reduced by the amount of such workers’ compensation benefits.

9.6. Part-Time Nurses Regularly Scheduled to Work Less Than 20 Hours Per Week and Per Diem Nurses. Each part-time nurse regularly scheduled to work less than 20 hours per week and
each per diem nurse will be eligible to accrue twenty (20) hours of earned time for every one thousand (1000) hours worked.

ARTICLE X
HOLIDAYS

10.1. Holidays Observed. The following holidays are observed by the Hospital:

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

In the case of nurses whose units or departments are not open and who do not work on the holiday, if any of such holidays falls on a Saturday, it will be observed on the previous Friday and, if any of such holidays falls on a Sunday, it will be observed on the following Monday.

10.2. Pay for Holiday Work.

Nurses will be paid at the rate of time and one-half for each hour worked on the holiday, in addition to any applicable shift differential or weekend premium pay or both. For purposes of this section, the holiday shall be deemed to begin at 11:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the night of the holiday, except that the Christmas Day and New Year’s Day holiday shall be deemed to begin at 3:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the night of the holiday. If a shift overlaps a holiday, time and one-half for hours worked will be paid during the holiday hours. For example, if a nurse’s shift begins at 7:00 p.m. on the eve of the holiday and ends at 7:00 a.m. on the holiday itself, the nurse would be paid straight time between the hours of 7:00 p.m. and 11:00 p.m. on the eve of the holiday and time and one-half for hours worked between 11:00 p.m. on the eve of the holiday and 7:00 a.m. on the holiday itself. Similarly, a nurse who works a shift that begins at 7:00 p.m. on the day of the holiday and ends at 7:00 a.m. on the day
after the holiday would receive time and one-half only for the hours worked between 7:00 p.m. and 11:00 p.m. on the holiday itself.

10.3. **Scheduling.**

(a) Except in emergency circumstances, a nurse will not be required in a given calendar year to work more than two (2) of the following holidays: New Year’s Day, Independence Day, Thanksgiving Day and Christmas Day; and they will work every other remaining holiday. Christmas Day shall be one of the two (2) major holidays no more than once every two (2) years.

For purposes of fulfilling a nurse’s work commitment, the holiday shall be deemed to begin at 11:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the night of the holiday, except that the New Year’s Day holiday shall be deemed to begin at 3:00 p.m. on the eve of the holiday and end at 3:00 p.m. on the holiday itself. For nurses who work a shift which overlaps a holiday, a shift will be deemed to fulfill a holiday work obligation only if the majority of the scheduled hours on the shift fall on the holiday. For example, a nurse who works from 7:00 p.m. on the eve of the holiday to 7:00 a.m. on the holiday itself would get credit for working a holiday, since a majority of the hours during the shift fall on the holiday. On the other hand, a nurse who works from 7:00 p.m. on the day of a holiday to 7:00 a.m. on the day after the holiday would not have this day count as fulfilling a holiday work obligation.

(b) **Per Diem.** Per diem nurses’ holiday work requirements are set forth in Article XV.

(c) The holiday commitment shall take precedence over the weekend commitment.

10.4. **Ambulatory Care Unit Scheduling.** If the Hospital intends to have its Ambulatory Care Unit open on Thanksgiving and/or Christmas, the Hospital will meet with the Association to discuss the shift schedules for such holiday.

10.5. **Per Diem Holidays.** Per diem nurses in levels of commitment 1 and 2 will rotate the four (4) major holidays so that they will work each of the four (4) major holidays over a four (4)-year period, under a rotation system established by the Hospital.
ARTICLE XI
EMPLOYMENT STATUS


Effective October 1, 2007, seniority means length of continuous employment in a position requiring a registered nurse in the bargaining unit. A bargaining unit nurse who accepts a non-bargaining unit position with the Hospital will have his/her seniority frozen but will have his/her seniority restored if he/she returns to a bargaining unit position, provided that there is no interim break in employment with the Hospital. No seniority will be earned for the time spent in a non-bargaining unit position unless specified elsewhere in this agreement.

11.2. Probationary Nurses.

(a) Attainment of Seniority. Each newly employed nurse shall be deemed a probationary nurse during her or his first one hundred twenty (120) days of continuous employment, subject to an extension not to exceed an additional ninety (90) days. The nurse shall not acquire any seniority status until completion of her or his probationary period. Such extension shall be documented, including the reason(s) for the extension and the action(s) required to correct the problem. Upon completion of the probationary period, a nurse’s seniority shall then date back to her or his date of employment in a bargaining unit position. In the event that a newly employed nurse is absent from work during said probationary period, the probationary period shall be extended by the number of days that the nurse is absent.

(b) No Recourse on Termination. During the probationary period, a nurse may be terminated in the sole discretion of the Hospital without recourse under this Agreement.

(c) Eligibility for Benefits. Newly employed nurses who have not completed the one hundred twenty (120) day probationary period are eligible for benefits as provided elsewhere in this Agreement after ninety (90) days of continuous employment.
11.3. **Loss of Seniority and Employment Rights.** Seniority and all employment rights will be lost by:

(a) Resignation;

(b) Discharge;

(c) Failure to report for work at the expiration of an approved leave of absence;

(d) Employment elsewhere during an authorized absence from work or during an approved leave of absence unless approved in writing by the Vice President of Human Resources;

(e) Failure to report for work while on layoff within fourteen (14) calendar days of the date of mailing by registered or certified mail of notice to report; or

(f) Failure to do any work for the Hospital during a period of one (1) calendar year (not including periods covered by an approved leave of absence).

If reemployed following the loss of her or his seniority, a nurse shall be deemed a newly employed nurse for all purposes under this Agreement.

11.4. **Transfers.** All job vacancies to be filled will be posted on the Hospital’s website at the same time that they are posted in the Hospital by Human Resources. If there is a vacancy in a position which the Hospital decides to fill, a nurse on a different shift in the same unit and classification shall be allowed to fill the vacancy in accordance with seniority. If the position is not filled in this manner, it shall be open to be filled by other candidates. The Hospital will publicize the existence of a vacancy for three (3) calendar days, exclusive of Saturday and Sunday. Any nurse who desires to apply to fill the vacancy may do so by filling out request-to-transfer papers and submitting them to the Nursing Staffing Office, or the appropriate department head in the Clinical Services Division, as appropriate. The Hospital shall decide in its discretion who, if anyone, will be selected to fill the vacancy. This may be an internal or external candidate or a nurse who is assigned by the Hospital. The Hospital shall not be obligated to interview all internal applicants, but shall consider all such applicants, except those for whom a written warning is in effect. Subject to operating needs, as determined by the Hospital, a nurse will be transferred into a vacancy that
she/he has successfully bid on at the start of the second full time block after she/he has been awarded the position.

11.5. Reduction in Force.

(a) For reduction in force purposes, "seniority" shall mean length of continuous employment in a position requiring a registered nurse in the bargaining unit. A bargaining unit nurse who accepts a non-bargaining unit position with the Hospital will have his or her seniority frozen but will have his/her seniority restored if he/she returns to a bargaining unit position, provided that there is no interim break in employment with the Hospital. No seniority will be earned for the time spent in a non-bargaining unit position unless specified elsewhere in this agreement.

(b) The term "competent" shall mean that the employee has the professional knowledge and technical skills to perform the duties of the position safely and in a manner which is satisfactory to the Vice President of Nursing in her judgment.

(c) The Hospital designates the positions to be eliminated.

(d) If there are probationary nurses on the affected unit, their positions will be eliminated first. In any such instance, when the position held by the probationary nurse does not match the position being eliminated by the Hospital, a unit meeting will be held to discuss how unit staffing will be adjusted (e.g., through increased rotation, voluntary shift change). The final decision regarding such matters is reserved to the Hospital. In addition to nurses defined as probationary in Article 11.2 (a), a nurse will be considered as probationary, for purposes of this section, if she has been offered a position, has accepted but has not started working at the Hospital.

(e) Nurses in positions within the affected unit which are being eliminated will have the following choices, if they are competent:

(1) May displace the least senior nurse in her/his job classification on her/his Nursing unit or a probationary nurse in the nurse’s job classification outside of her/his Nursing unit.
(2) May fill a vacancy in her/his job classification irrespective of shift and hours, provided that a nurse must fill a vacancy which has the same shift and hours if one is available and the nurse has not selected another vacancy.

(3) May displace the least senior nurse in her/his job classification outside of her/his Nursing unit, irrespective of shift and hours.

(f) A nurse displaced under paragraph 11.5(e), if she/he is competent, may displace a probationary nurse in her/his job classification or fill a vacancy or she/he will be laid off.

(g) In order to displace, a nurse must be more senior than the nurse being displaced.

(h) The Hospital will determine, in its sole discretion, the vacancies outside the bargaining unit within The North Shore Medical Center which nurses may apply to fill. The filling of any such vacancy shall not be governed by the terms of this Collective Bargaining Agreement.

(i) A list of “nursing units” shall be established by the Hospital and may be revised from time to time. The list of nursing units as of January 1, 2003 has been furnished to the Association. The Hospital will notify the Association of any changes in such list.

(j) The reduction in force procedures above will apply unless both parties agree that they would prefer an alternative procedure. The Hospital will notify the Association staff representative and the Local Association President two (2) weeks prior to any layoff to afford the parties an opportunity to consider whether they would prefer an alternative procedure. It is understood that the information conveyed to the Association representatives will remain confidential pending a general announcement to Hospital employees.
11.6. **Recall.**

(a) A nurse who has been laid off or transferred (either by displacement or filling a vacancy) pursuant to the foregoing reduction procedure will have the right for a period of one (1) year from the date of her/his layoff/transfer to be recalled to a Salem Hospital vacancy in his/her job classification in a position which the nurse is competent to fill. Vacancies which the Hospital decides to fill will be offered to nurses in the following order:

1. First, among nurses who were laid off from the unit or transferred either by filling a vacancy or displacing a nurse in another unit, in order of their respective seniority as defined in Section 11.5 (a) above.
   
   (i) Second, nurses who have been seeking a transfer to the unit and have an active transfer request on file.

   (ii) Third, among nurses who were involuntarily laid off from other units and are eligible for recall, in order of their respective seniority as defined in Section 11.5 (a) above.

   (iii) Fourth, among nurses who filled vacancies in positions within other North Shore Medical Center entities, if any, in order of their respective seniority as defined in Section 11.5 (a) above.

   (iv) Fifth, among nurses who opted not to fill a vacancy or to displace and were not required to do so under the reduction procedure, in order of their respective seniority as defined in Section 11.5 (a) above.

(b) In order to fill a vacancy a nurse must be “competent” within the meaning of Section 11.5 (b) above.

(c) Recall will be made by telephone and a nurse will be afforded forty-eight (48) hours to notify the Hospital if she/he will accept recall. Nurses who are eligible for recall must inform the Employment Office in the Human Resources Department at the time of layoff/transfer of their home telephone number and any changes thereafter. If the Hospital is unable to reach a nurse at the
telephone number which she/he has left, after having tried six (6) times spread out over a twenty-four (24) hour period, the Hospital may proceed to the next person who is eligible for consideration. A nurse who cannot be reached, however, will retain her/his place on the recall list.

(d) A nurse must report within fourteen (14) calendar days of being called. If she/he does not report within this period, she will lose her/his seniority and all other employment rights. Probationary nurses who have been laid off have no recall rights.

(e) A nurse who declines recall to a position on her/his unit with the same shift and hours as the position she/he held at the time of layoff will lose recall rights.

11.7. **Discipline and Discharge.** The Hospital retains the right to discipline and discharge for just cause a nurse who has completed her or his probationary period and acquired seniority under this Agreement. The Hospital will make every effort to notify the Association within forty-eight (48) hours after any suspension or discharge, but the failure to provide such notice shall not affect such disciplinary action or the period within which the affected nurse may file a grievance, provided that the date for filing a grievance shall be extended by the period of any delay in giving such notice.

11.8. **Personnel Files.** Upon request, a nurse may review the contents of her or his personnel file maintained by the Division of the Human Resources.

11.9. **Resignation.** A nurse who desires to resign her or his employment with the Hospital shall give the Hospital prior written notice of such resignation of at least four (4) weeks.

11.10. **Bridge of Service.**

(a) A nurse who has completed one (1) year of service at Salem Hospital and who resigns from the employ of the Hospital and later returns to a position at the Hospital within one (1) year of her/his last day worked shall be entitled to reinstatement with no loss of benefits or seniority rights as follows:

Seniority – credited with seniority as of last day worked. A nurse will be permitted to bridge seniority only once in her/his career.
Earned time – credited with length of service as of last day worked.

Insurance – if covered as of last day worked prior to resignation from a bargaining unit position, will resume immediately upon return.

Salary – if returning to a position at the same salary level as of the last day worked, return to the same step number. Time between resignation and return does not count toward time required for salary review.

If returning to a position at a lower salary level than as of last day worked, return to the rate which is 4% lower for each level below the rate which would apply if the nurse was reinstated to the same position from which resignation occurred. Time between resignation and return does not count toward time required for salary review.

If returning to a position at a higher salary level than position held as of last day worked, the provisions of Section 8.4 will apply.

(b) A nurse who did not complete one (1) year of consecutive service at the Hospital at the time of her/his last day worked and who is rehired within a period equal to thirty (30) days, plus the period of accrued earned time, will be eligible to bridge service as provide in (a) above.

11.11. **Supervisory Duties** The Hospital agrees that it shall not assign or require bargaining unit nurses to perform any new duties of a supervisory nature. Without prejudice to either party’s position, such agreement shall not require changes to existing practices or job descriptions. Subject to the terms of this article, this Article shall not preclude the Hospital from creating a new position within the bargaining unit, and shall not prevent the Hospital from requiring bargaining unit nurses to direct the work of different non-nursing ancillary staff than they have in the past. The Hospital agrees not to challenge the bargaining unit status of any registered nurse in the bargaining unit. Should it be determined through the mutual agreement of the parties, or by the National Labor Relations Board, that a nurse in an existing or future bargaining unit position is performing a duty or duties that are supervisory in nature, and that such performance renders the nurse a supervisor within the meaning of the National Labor Relations Act, such duty or duties shall be removed from the scope of such nurse’s job description for so long as necessary to avoid
exclusion of the nurse from the bargaining unit. The Association agrees that it shall not assert such supervisory status in any proceeding.

ARTICLE XII
LEAVE OF ABSENCE

12.1. Eligibility. A full-time nurse or part-time nurse regularly scheduled to work at least twenty (20) hours per week who has at least one (1) year’s seniority, or a per diem nurse who has worked at least 1,250 hours in the year preceding a requested leave and has at least one (1) year’s seniority, is eligible to apply for a leave of absence. Except as provided in Section 12.2 (c), the Hospital may, in its sole discretion, approve a leave of absence for an otherwise eligible nurse with less than one (1) year’s seniority.

12.2. Family and Medical Leaves. Except as stated in Section 12.2 (c), an eligible nurse will be guaranteed a cumulative total of up to twelve (12) work weeks of leave\(^1\) during a twelve (12) month period for the birth of a child, to care for a newborn, a newly adopted child, or a newly placed foster child (“parental leave”); to care for a spouse, parent, or child with a serious health condition (“family medical leave”); or to deal with the nurse’s own serious health condition (“personal medical leave”). The twelve (12) month period will be delineated by counting back twelve (12) months from the date the requested leave or any extension thereof is to begin. All leave taken pursuant to this Section, whether paid or unpaid, will be counted towards a nurse’s leave entitlement. Reinstatement shall be in accordance with Section 12.7.

(a) Personal Medical Leave. An eligible nurse shall be entitled to a leave of absence for his or her own serious health condition, as defined by the Family and Medical Leave Act of 1993. Upon documentation of medical necessity, nurses may take such leave on an intermittent or reduced schedule basis. Intermittent leave is defined as non-consecutive leave; reduced schedule leave allows a nurse to reduce the usual number of hours worked per week or per day. Nurses utilizing intermittent or reduced schedule leave may be transferred temporarily to an alternative equivalent

\(^1\) A work week, for purposes of Article XII, is defined as the number of hours a nurse is regularly scheduled to work during a seven (7) day period, Sunday through Saturday.
position which better accommodates recurring periods of leave. Use of earned time shall be in accordance with Section 12.2 (d).

(b) **Family and Medical Leave.** An eligible nurse shall be entitled to a leave of absence to care for a parent, child, or spouse with a serious health condition, as defined by the Family and Medical Leave Act of 1993. Upon documentation of medical necessity, nurses may take such leave on an intermittent or reduced schedule basis, as defined above. Nurses utilizing intermittent or reduced schedule leave may be transferred temporarily to an alternative equivalent position which better accommodates recurring periods of leave. A nurse taking leave pursuant to this Section must use all accrued earned time before beginning any period of unpaid leave.

(c) **Parental Leave.** A full-time or part-time nurse who has completed his/her probationary period will be granted a leave of absence for the birth of a child or to care for a newborn, a newly adopted, or newly placed foster child for up to sixteen (16) work weeks. Any leave taken prior to the birth due to maternity disability pursuant to Section 12.2 (a) shall be deducted from the sixteen (16) work week entitlement. The nurse must give two (2) weeks’ notice of the expected departure date and indicate an intention to return to work. Use of earned time shall be in accordance with Section 12.2 (d).

(d) In cases of personal medical leaves (including maternity disability) exceeding thirty (30) days, accrued earned time must be used except to the extent that unconverted sick time is used. In such case, a nurse may, but shall not be required to, use one (1) year’s earned time accrual.

12.3. **Other Leaves.** The Hospital may grant a nurse a leave of absence for educational purposes, for Family and Medical Leave purposes beyond the entitlements set forth in Sections 12.2 (a), (b), or (c), or for other reasons as the Hospital may determine. Such leave will not be unreasonably denied.

12.4. **Application Procedure.** Requests for leaves must be submitted in writing to the nurse’s immediate supervisor as far in advance of the anticipated leave as is possible, setting forth the reason for the requested leave and the dates the leave would begin and end. A request for leave of absence for a serious health condition must be supported by satisfactory medical
documentation. A request for leave of absence pursuant to Section 12.2 (c) must comply with the provisions thereof. A request for leave of absence for any other reason must be supported by such evidence of the necessity for the leave as the Hospital may require, and must be approved by the appropriate Division Director or designee and the Vice President of Human Resources.

12.5. **Effect on Benefits.** A leave of absence for a period of less than thirty (30) days will not affect benefits. During a leave of absence for a period of thirty (30) days or more:

(a) No earned time will accrue, except while the nurse is paid for earned time or unconverted sick time from his/her bank; provided that earned time shall not in any event continue to accrue beyond the 90th day of the nurse’s leave.

(b) In the case of leaves pursuant to Sections 12.2 (a) and (c), the Hospital will maintain the nurse’s insurance benefits, including health, dental, life and disability. In the case of leaves pursuant to Section 12.2 (b), the Hospital will maintain the nurse’s health and dental benefits. A nurse will be required to make her or his normal contribution for medical and dental insurance.

(c) In the case of leaves granted pursuant to Section 12.3 including leaves for Family and Medical Leave purposes beyond the entitlements set forth in Sections 12.2 (a), (b), or (c), a nurse who wishes to maintain medical and dental insurance benefits must pay the full cost of coverage as determined by the Hospital. In such cases, the nurse is responsible for making arrangements for payment of medical and dental insurance contributions with the Hospital prior to the commencement of the leave.

12.6. **Length of Leave.** Requests for leaves of more than six (6) months will be approved only in unusual circumstances. Extensions of leave may be granted by the Hospital in its discretion, but no leave may be extended beyond a total of one (1) year without approval of the President.

12.7. **Reinstatement.**

(a) Upon the expiration of approved leaves of absence pursuant to Sections 12.2 (a), (b), or (c) for a cumulative total period of twelve (12) work weeks or less in a twelve (12) month period, a nurse shall be returned to her or his former position or, if the positions has been filled, to an
equivalent position for which she or he is qualified. Notwithstanding the above, upon the expiration of any leave of absence pursuant to Section 12.2 (c) for a period of twelve (12) work weeks or less, a nurse shall be returned to her or his former position or, if the position has been filled, to an equivalent position for which she or he is qualified. The Hospital will endeavor to hold open the nurse’s former position. The Association recognizes, however, that operating conditions may arise that do not permit the Hospital hold open the nurse’s former position.

(b) In cases of leaves granted pursuant of Section 12.3 and leaves for Family and Medical purposes exceeding the reinstatement entitlements set forth in Section 12.7 (a) above, the nurse will be returned to her or his former position, or to a substantially similar position for which she or he is qualified, to the extent practicable. If no such position is available, the nurse will be terminated upon the expiration of the leave of absence. A nurse who is not returned to her or his former position will be given an opportunity to return to her or his former position if an opening occurs in the six (6) months following expiration of the leave of absence if she or he so request in writing to the Vice President of Human Resources at the expiration of such leave of absence.

(c) In the case of a leave due to the nurse’s own serious health condition, a physical examination or other medical evidence satisfactory to the Hospital may be required in order to assure the Hospital that the nurse is able to resume her or his duties without jeopardizing the health or safety of the nurse, patients, or other staff.

ARTICLE XIII
OTHER BENEFITS


In the event of a death in the immediate family of an RN regularly scheduled to work at least 20 hours per week, generally including the nurse’s spouse, child, grandchild, step-child, daughter-in-law, son-in-law, parents, grandparents, step-parents, mother-in-law, father-in-law, siblings, step-brother, step sister, or a member of the immediate household considered family, the RN will be granted leave up to five (5) days without loss of straight-time pay (including evening or night shift differential for RNs regularly scheduled to work evenings or nights) for required absence
from work for the purpose of making necessary funeral or memorial service arrangements, or attending the funeral or memorial service; such an RN will be granted a leave not exceeding three (3) days in the event of the death of a nurse’s other relatives generally including aunt, uncle, niece or nephew on the same terms as above. In the event of leave taken more than two (2) weeks after the date of death, the RN shall provide as much advance notice as possible, and, in any event, no less than one week advance notice.

13.2. **Jury Duty.** Upon submission to the Hospital of proper evidence of jury service and of the amount of juror’s compensation received, validated by the clerk of court, the Hospital will pay a full-time or part-time nurse the difference, if any, between the amount received by her or him as juror’s compensation and her or his regular straight-time earnings (including all premiums and differentials) actually and necessarily lost on account of such jury service. If a nurse is excused or released from jury service during her or his regular work day, she or he shall return to work. A nurse who serves on jury duty shall not be required to work the shift immediately prior to or immediately following such jury service.

13.3. **Military Service.**

(a) **Reinstatement.** A nurse who is drafted into military service or who volunteers for service in any branch of the Armed Forces of the United States who is called to extended active duty in the National Guard or Armed Forces Reserves shall, upon completion of such service, be granted such rights of reinstatement as required by law.

(b) **Military Training Duty.** A nurse who is regularly scheduled to work at least twenty (20) hours per week and who participates in annual military summer training duty as a member of the Armed Forces Reserves or the National Guard shall be granted military training pay, which will be the amount by which the nurse’s regular base salary (including any differentials and premiums) for the period, calculated on the basis of her or his regular work week up to a maximum of forty (40) hours, exceeds any military duty pay received by her or him for such military training duty. In order to receive military training pay, the nurse must furnish the Hospital with the military paymaster’s pay voucher. All pay and allowances shall be included in determining military duty pay.
13.4. Tuition Aid.

(a) Eligibility. Full-time nurses and part-time nurses who are regularly scheduled to work at least twenty (20) hours per week with a minimum of six (6) months’ seniority are eligible for tuition aid under this section. Nurses who have received a final warning are not eligible for tuition aid.

(b) Courses Covered. Courses submitted for approval must be taken at an accredited college or university or other educational institution approved by the Hospital. Such courses must be related to the nurse’s job, as determined by the Hospital. Professional meetings, conferences, training institutes and short courses normally conducted during working hours are not covered.

(c) Application Procedure. Nurses may apply to the Division of Human Resources for tuition aid with the prior approval of their Nurse Manager, department head or equivalent supervisor. Completed applications must be received no later than five (5) days before the start of the course(s). Upon completion of course(s) approved in advance by the Vice President of Human Resources, official documentation from the educational institution indicating completion of the approved course(s) with a passing grade must be submitted to the Division of Human Resources, together with proof of payment, before tuition aid payments will be made.

(d) Costs Covered. Effective November 14, 2002, the Hospital will reimburse eligible nurses for a percentage of their registration, laboratory and tuition fees for approved courses as follows:

<table>
<thead>
<tr>
<th>REGULARLY SCHEDULED HOURS PER WEEK</th>
<th>PERCENTAGE OF MAX. REIMBURSEMENT PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(September 1 to September 1)</td>
</tr>
<tr>
<td>36-40</td>
<td>75%</td>
</tr>
<tr>
<td>30-35</td>
<td>56 ¼%</td>
</tr>
<tr>
<td>20-29</td>
<td>37 ½%</td>
</tr>
</tbody>
</table>

In the event that during a semester the number of regularly scheduled hours of a nurse changes, reimbursement will be based on the lowest level of regularly scheduled hours during that
semester. In the case of programs of non-traditional length or credit accrual, the Hospital will determine the appropriate adjustment to be made.

13.5. Retirement. Nurses will be entitled to participate in the Hospital’s pension plan on the same basis as other non-exempt Hospital employees. Any amendment or change in said plan or substitution of a new plan for the existing Pension Plan which is implemented for other non-exempt Hospital employees will be made applicable on the same basis to nurses. The benefits under the plan shall be subject to such conditions and limitations as may be set forth in the plan. Any dispute concerning eligibility for or payment of benefits under the plan shall be settled in accordance with the terms thereof and shall not be subject to arbitration. If the Hospital considers making changes in its pension plan or substitutes another plan for the existing Pension Plan, the Hospital will give notice to the Association and, upon request, meet and negotiate concerning such changes, prior to finalization of them.


(a) Eligibility. Upon completion of ninety (90) days of continuous employment, full-time nurses and part-time nurses regularly scheduled to work twenty (20) or more hours per week who participate in a medical insurance plan will be eligible for courtesy hospitalization allowance in the event that they are hospitalized at Salem Hospital or Union Hospital. To be eligible for this benefit, nurses must comply with all applicable procedures prescribed by the nurse’s medical insurance carrier.

(b) For nurses who are on a non-medical leave of absence, courtesy hospitalization will only apply if the nurse retains coverage through a Salem Hospital group health insurance plan, or has coverage which is comparable to a Salem Hospital group health insurance plan.

(c) Amount. The courtesy hospitalization allowance for an eligible nurse who is regularly scheduled to work at least twenty (20) hours per week shall be the difference between the Hospital’s charges for In-Patient and Out-Patient Services, and the proceeds from all available insurance coverages. There will be a cap on this benefit of fifteen thousand dollars ($15,000.00) per calendar year for all claims from bargaining unit RNs.
13.7. **Corporate Expressions.** In the event of the death of a nurse, his/her designated beneficiary will receive one (1) month of regular pay at the rate of pay of the nurse as of his/her date of death.

13.8. **Books.** The Hospital will make available and maintain for use by nurses ten (10) up-to-date, current sets of BLS, PALS and ACLS course books and two (2) sets of TNCC course books. The Hospital and Association will decide on the units where the books will be located.

13.9. **On-The-Job Injury.** Effective November 14, 2002, during the first five (5) days of absence due to on-the-job injury, a nurse will be paid her/his regular straight-time pay for work time missed without deduction from her/his earned time.

13.10. **Small Necessities Leave Act.** Pursuant to the Small Necessities Leave Act of Massachusetts, a nurse may take up to twenty-four (24) hours of leave during any twelve (12) month period for the following purposes:

   (a) To participate in school activities directly related to the educational advancement of a son or daughter of the nurse.

   (b) To accompany the son or daughter of the nurse to routine medical or dental appointments.

   (c) To accompany an elderly relative of the nurse to routine medical or dental appointments or appointments for other professional services related to elder care.

The nurse will provide the Hospital with no less than seven (7) days’ notice before the date the leave is to begin, unless the necessity for the leave is not foreseeable, in which case, the nurse shall provide as much notice as is practicable. A nurse may be required to support a request for leave under this section by a certification issued in accordance with Commonwealth of Massachusetts regulations. Nurses will use their accrued earned time for time taken under this section.

13.11. **Certification Exams.** The Hospital will reimburse a nurse for the cost of a successfully completed certification or recertification exam which relates to the nurse’s area of
practice and has been approved by her/his Nurse Manager/Director. This section shall be effective beginning with the first payroll period following July 18, 2005.

Any such nurses holding a current certification will be eligible to utilize up to $250.00 per calendar year for costs directly related to maintenance of such certification. The money can be used for conferences, educational programs, study materials or classes. Receipts shall be submitted to the nurse’s nurse manager/director.

13.12. **Retiree Medical Savings Account.** Effective October 16, 2005, full-time and part-time bargaining unit employees will be able to participate in a Retiree Medical Savings Account ("RMSA") Program.

The RMSA Program will provide an account to which eligible employees, who elect to do so, may contribute up to $4,500 per year, on an after-tax basis. Amounts in an employee’s RMSA can be used for qualified medical expenses. A participating employee will be eligible to continue in a group medical insurance program maintained by or on behalf of the Hospital. The terms of the RMSA Program are as follows:

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

(b) **Employee’s Contributions.** A participating employee may contribute up to a maximum of $4,500 per calendar year, and shall contribute a minimum of $10 per week during any week in which a contribution is made. The employee’s contributions shall be on an after-tax basis, and shall be made by authorized payroll deduction. An employee shall be immediately vested in contributions made by her/him, and in the interest accumulating on these contributions.

(c) Commencing with respect to employee contributions made during calendar year 2009, the Hospital shall make a matching contribution for each eligible nurse at the end of each calendar year (without regard to whether the nurse is still actively employed at the end of the calendar year) as follows: the hospital shall contribute an amount equal to one half of the amount contributed by that nurse during that calendar year to a maximum annual hospital contribution of $750 for any one
nurse subject to a total maximum Hospital contribution of $11,250 during a nurse’s employment with the Hospital.

The nurse shall become vested in hospital matching contributions made on her/his behalf and interest accumulating on those contributions, upon the later of (i) completion of 5 years of service at the hospital and (ii) attainment of age fifty-five (55). A nurse terminating employment with the hospital prior to completion of five years of service or prior to the age of 55 shall forfeit any matching contributions, as well as any interest accumulated with respect to those contributions.

(d) **Interest on Contributions.** Interest shall be credited at the greater of (i) the rate payable on one-year Treasury bills plus 1%, or (ii) 5% per annum. Interest shall be credited at year end based on the opening balance each year.

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

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

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

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

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

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

At any time during the suspension period, the nurse may provide written notification under rules determined by the administrator that the nurse elects to end the suspension period and begin fully utilizing the account as a death benefit eligible account.
(g) **Post-Retirement Participation in Group Plan.** An employee may continue in the Plan if she/he has not exhausted the funds in her/his account or the nurse has elected to annuitize her or his retirement benefits under the Hospital’s retirement plan.

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

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

**ARTICLE XIV**

**INSURANCE PROGRAMS**

14.1. **Life Insurance.** The Hospital will provide for each full-time nurse and part-time nurse who is regularly scheduled to work at least twenty (20) hours per week and who has completed one (1) year of continuous employment, life insurance coverage in the amount of one times the amount of a nurse’s annual base salary.

14.2. **Medical Insurance.**

(a) Full-time nurses and part-time nurses who are regularly scheduled to work at least twenty (20) hours per week shall be entitled to participate in the Hospital’s medical insurance plans made available from time to time to other non-exempt Hospital employees. All newly hired nurses
who are eligible to participate in the Hospital's medical insurance will begin participation on the first day of the month following their date of hire.

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

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

Full-time nurse (36-40 hours per week) - The Hospital will pay 80% of the cost of individual or family coverage under the Partners' Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital's share.

Part-time nurse (30-35 hours per week) - The Hospital will pay 64% of the cost of individual or family coverage under the Partners' Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital's share.

Part-time nurse (20-29 hours per week) - The Hospital will pay 51% of the cost of individual or family coverage under the Partners' Plus plan, with the nurse paying the cost of the plan chosen by the nurse less the Hospital's share.

(c) A full-time nurse who opts not to take medical insurance will receive a $20.00 per week payment in lieu of medical insurance, effective beginning with the first payroll period following July 18, 2005.

14.3. Dental Program.

(a) Full-time nurses and part-time nurses who are regularly scheduled to work at least twenty (20) hours per week shall be entitled to participate in the Hospital’s dental insurance plan made available from time to time to other non-exempt Hospital employees. All newly hired nurses
who are eligible to participate in the Hospital’s dental insurance plan will begin their participation on the first day of the month following their date of hire. For eligible nurses, the Hospital’s maximum monthly contribution toward either individual or family coverage, which is based on the number of hours per week a particular nurse is regularly scheduled to work, shall be according to the following schedule:

<table>
<thead>
<tr>
<th>Regularly Scheduled Hours Per Week</th>
<th>Percentage to be Applied to Average Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-40 hours</td>
<td>80%</td>
</tr>
<tr>
<td>30-35 hours</td>
<td>64%</td>
</tr>
<tr>
<td>20-29 hours</td>
<td>51%</td>
</tr>
</tbody>
</table>

A nurse will pay the balance of the premium cost under the dental insurance program.

(b) Nurses will share in the cost of any increase in dental insurance in the same ratio as present costs are shared.

(c) The maximum annual benefit for the dental plan is $1,000.00 per calendar year.

14.4. **Long-Term Disability.** Eligible nurses shall have the opportunity to participate in the Hospital’s group long-term disability insurance program in the same manner and under the same terms and conditions as other Hospital employees.

14.5. **Malpractice Insurance.** The Hospital will provide, at its own expense, malpractice insurance coverage for nurses in amounts of $1,000,000/$10,000,000. This coverage applies only when nurses are working for the Hospital.

14.6. **Refunds or Dividends.** The Hospital shall be entitled to any dividends or refunds in connection with the insurance program.
14.7. Changes in Insurance Programs.

(a) Any changes with respect to the eligibility, coverage or benefits of the programs described in this Article which are implemented by the Hospital during the term of this Agreement will be applied to nurses on the same basis as applied to other Hospital employees so long as, following such changes, the aggregate value of the programs, taken as a whole for the bargaining unit as a whole, is not materially less than the aggregate value of such programs, taken as a whole for the bargaining unit as a whole, before such changes. Before implementing any such change, the Hospital will notify the Association and upon request meet and confer with the Association.

14.8. Insurance Policies and Contracts Govern. It is understood that the Hospital may itself operate the insurance programs in this Article or instead may maintain policies or contracts with insurance companies which will administer said programs. In the event that the Hospital maintains policies or contracts with insurance companies which will administer said programs, the following provisions shall apply. The benefits and eligibility requirements under these programs shall be as fully provided in the applicable insurance policies and contracts. The benefits under such programs shall be subject to such conditions and limitations as are set forth in the policies or contracts of insurance. Any disputes concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

14.9. Federal or State Legislation. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Hospital, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and the Hospital shall be relieved of the cost thereof.
ARTICLE XV
PER DIEM PROGRAM

15.1. **Commitment.** The Per Diem program offers two (2) levels of commitment, Level 1 and Level 2. The length of each commitment is six (6) months.

(a) **Level 1:**

(i) A Level 1 commitment is offered in all areas and requires a commitment of three (3) shifts, including two (2) weekend shifts per four (4)-week time block. Level 1 requires one (1) major holiday and two (2) minor holidays each calendar year.

(ii) A Level 1 commitment requires participation in departmental on call rotation if the department is not 24/7 and call is required for regular staff.

(iii) The salary rate for a Level 1 is the same as the normal base rate on the salary scale and will be adjusted on the step system after completion of 1,000 hours, but not less than every two (2) years or more than once each year.

(b) **Level 2:**

(i) A Level 2 commitment is not an available option for departments which are Monday through Friday only, without an on-call requirement. Level 2 requires a commitment of eight (8) shifts in a four (4)-week time block. A minimum of four (4) shifts must be weekend shifts, and the remainder of the eight (8) must be “off shifts” ; however, if all off shifts are staffed, then the per diem may work the day shift.

(ii) A Level 2 commitment requires a nurse to work two (2) major holidays and two (2) minor holidays each calendar year.

(iii) A Level 2 commitment requires participation in departmental on-call rotation, if the department is not 24/7 and call is required for required for regular staff.

(iv) The salary rate for a Level 2 nurse will be adjusted on the step system at 1,000 hours, but not less than every two (2) years or more than once each year.
(v) Level 2 nurses will receive a 20% per diem differential above base salary rate.

(c) Both Levels 1 and 2:

(i) All hours worked during the night shift (11:00 p.m. – 7:00 a.m.) will receive the permanent night differential rate.

(ii) Per Diem Nurses will rotate through the major four (4) holidays over a four (4) year period.

(iii) Salem Hospital nurse retirees who elect either Level 1 or 2 must meet the program requirements. Such retirees may choose to be “casual per diems” that are outside the program. Those retirees making such an election will have their work requirements based on individual circumstances, and the requirements of Level 1 or 2 will not apply.

(iv) After 1,000 hours worked the per diem nurse will accrue twenty (20) hours of ET.

(v) Two (2) years of acute experience is required to be hired as a per diem. This requirement is for consecutive six (6) month periods from November 14, 2002, so the effect on hiring can be evaluated as market changes.

(vi) Per diem nurses may choose to either work mandatory overtime in turn or float first.

ARTICLE XVI
PAY IN LIEU OF BENEFITS

16.1. PIB Program.

(a) Full and part-time nurses can be enrolled in the PIB Program with a commitment to work a minimum of twenty (20) hours per week. Nurses must make a six (6) month (26 weeks)
commitment to work in the Pay in Lieu of Benefits Program will have their salary rate computed as follows:

(1) A nurse with 0-5 year’s experience will receive a salary rate that is 15% above the base salary rate.

(2) A nurse with at least six (6) years of experience will receive a salary rate that is 18% above base salary rate.

(b) No other benefits will be afforded to staff in the PIB Program other than those in this section.

(c) Positions in the PIB Program will be determined by the Hospital in relation to unit needs. Schedules will be planned or agreed to in relation to operational needs as determined by the Hospital.

(d) All Salem Hospital and division standards and policies and contractual agreements including, but not limited to, holidays, weekends, rotation and on-call will be in effect.

16.2. **ET Balances.**

(a) Nurses who convert to the PIB program with current ET balances will be eligible to use two (2) weeks at their regularly scheduled PIB hours during the six (6) month commitment. Only one (1) of these two (2) weeks can be taken during “prime” time. An additional day of ET can be taken for holidays scheduled off in the six (6) month period.

(b) Nurses who convert to the program without ET balances will be eligible to use one and one-half (1 ½) unpaid weeks at their regularly scheduled PIB hours during the six (6) month commitment. They may also take an unpaid day for each holiday scheduled off.

(c) Unconverted sick time may be accessed while in this program in accordance with the current HR policy.
ARTICLE XVII
Workplace Violence

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

The Hospital shall provide security surveillance of Hospital grounds and parking areas, on terms reasonably determined by the Hospital to be appropriate. Upon reasonable request, the Hospital shall provide escorts to cars.

The Hospital shall provide or otherwise make available to nurses injured by workplace violence medical and psychological services reasonably determined by the Hospital to be appropriate, upon request.

Concerns about workplace safety or workplace violence may be referred for consideration by the Safety Committee or brought to the attention of the Human Resources department, the Hospital’s Director of Security, or a nurse’s supervisor. If a concern has been brought to the attention of but not resolved by one or more of the preceding individuals or entities, it may be referred to the next meeting of the Labor Management forum. An alleged violation of the specific requirements of this Article which has been timely referred to but not resolved by the Labor Management forum may be the subject of a grievance under Article 6, provided that the time for filing a grievance shall only commence upon the conclusion of the Labor Management forum’s consideration of the matter.

ARTICLE XVIII
MISCELLANEOUS

18.1. Completeness of Agreement. This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement, unless evidenced in writing, dated and signed by the parties hereto. A
waiver or failure to enforce any provisions in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision in any other case.

18.2. **Precedence of Laws and Regulations.** It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders, such provision of the Agreement shall be null and void and the parties shall meet for the purpose of endeavoring to negotiate a substitute provision.

18.3. **Severability.** The provisions of this Agreement shall be severable and the illegality or invalidity of any such provision shall not affect the validity of any other provisions.
ARTICLE XIX
DURATION

19.1 Duration. Except as specifically provided in this Agreement, this Agreement shall be effective on October 1, 2011, and shall remain in full force and effect until September 30, 2013 and from year to year thereafter, unless written notice of a desire to terminate or modify this Agreement is given by either party to the other party by registered or certified mail at least ninety (90) days prior to any such renewal date.

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

MASSACHUSETTS NURSES ASSOCIATION

SALEM HOSPITAL

By:__________________________________    By:__________________________________

____________________________________    ________________________________

____________________________________    ________________________________

____________________________________    ________________________________
# Appendix A

## Salem Hospital/MNA Salary Schedule

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APPENDIX B

FINAL RECOMMENDATIONS OF THE
MANDATORY OVERTIME REDUCTION TEAM

During the term of the 1999-2002 Agreement, the Hospital implemented the Final Recommendations of the Mandatory Overtime Reduction Team, except Item No. 5, which was withdrawn without prejudice and referred to a joint Hospital/union committee (sec (c)). The Final Recommendations are set forth in Appendix B.

1. Revise the Flex RN program to attract more participants (see attached).
2. Widely communicate the flex program to new and current part-time RNs.
3. Managers will assure close oversight of absenteeism rates and will follow the existing disciplinary process for those who don’t meet the attendance standards.
Mr. John P. Gordon  
Associate Director  
Massachusetts Nurses Association  
340 Turnpike Street  
Canton, MA  02021

Dear John:

This will confirm certain understandings previously agreed to and set forth in prior letters.

**Floating to Salem Hospital**

MassGeneral for Children registered nurses hired prior to the date of merger will not be required to float to Salem Hospital, except on a voluntary basis.

**Transitional Duty**

As part of the 2002 negotiations, the Hospital adopted a Transitional Duty policy *(see Attachment 1)*.

**PACU On-Call Bonus**

In the event of a sick call in the PACU the day of on-call coverage, the hospital will give a $100.00 per shift bonus to the Registered Nurse who provides the on-call coverage.

Please confirm the foregoing understandings by signing and returning the enclosed copy of this letter.

Very truly yours,

Vice President for Human Resources

Accepted and Agreed  
on behalf of Massachusetts Nurses Association

______________________________
Date___________________________
ATTACHMENT 1

TRANSITIONAL DUTY

The Hospital maintains a Transitional Duty Program, a return-to-work program that provides employees temporary work assignments to accommodate their functional restrictions, due to work-related injury or illness. The program is managed by the Employee Health Service. Under the program, employees are matched with existing job openings which employees in the program are able to perform, notwithstanding their functional restrictions. The Employee Health Service meets regularly with employees who are in the program, and it is a condition of the program that employees commit to close follow-up with the person managing their transitional duty. Under the program, employees receive regular pay, continue as active employees, and actively work at returning to their pre-injury job.

Identification of candidates for the transitional program is based on an evaluation of an employee to determine potential for rehabilitation and work capacity. The Hospital will receive and take into account the employee’s physician’s report and assessment regarding the employee’s work capacity and any restrictions in placing the employee in a temporary assignment. Candidates who are likely to return to full functional capacity may be placed in temporary assignments, normally for a period which does not exceed twelve (12) weeks. Employees in the program receive, in addition to their base pay for hours worked, any applicable differentials under Hospital policy.

If an employee is unable to return to her/his regular job at the end of the transitional period, she/he will be reevaluated to determine how long the functional restrictions are likely to last, whether or not they are permanent, and whether a permanent job change would be suitable. A temporary assignment under the Transitional Duty Program is not intended to be ongoing, and the assignment may end if the need for the job has ended. In exceptional cases, the employee may remain in the Transitional Duty Program for a length of time beyond twelve (12) weeks if the Employee Health Service determines that further work hardening is required and can be accomplished within a reasonable period of time.

An employee in the program will be returned to her/his regular position as soon as soon as possible. The Hospital will receive and take into account the employee’s physician’s report and assessment regarding the employee’s work capacity and any restrictions in returning an employee to her/his pre-injury position.
July 25, 2005

Mr. John P. Gordon
Associate Director
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA  02021

Dear John:

This will confirm the agreement between Salem Hospital (the “Hospital”) and Massachusetts Nurses Association (the “Association”) regarding the Hospital’s flex RN position program, as follows:

A flex RN position shall be defined as a position in which the nurse agrees to flex up or down within the stated range of hours in exchange for enjoying some increased levels of benefits, as defined below. Entry into the program shall be voluntary. The amount of hours will be dependent upon the pre-established range and the needs of the units on which the RN works. Schedule of time periods with higher and lower hours will be agreed upon with Manager and staff members. Options are as follows:

<table>
<thead>
<tr>
<th>Base Hours</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>24 hours to 32 hours</td>
</tr>
<tr>
<td>36</td>
<td>32 hours to 40 hours</td>
</tr>
</tbody>
</table>

**BENEFITS:**

1. Earned time will be credited weekly on base hours and will be adjusted quarterly, based on actual hours worked (up to a maximum of 40 hours in a week). The minimum hours on which ET will be credited during the quarter will be base hours, unless a flex RN initiates a reduced work schedule.
2. The flex position will receive benefits such as health and dental, life insurance, disability and tuition assistance, based upon the higher hours in their range. For example, if the base hours are 24 hours and the range is up to 32 hours, the flex RN will accrue benefits based upon 32 hours. A flex RN who enters the program from a position in which the nurse was eligible for medical insurance will be eligible for continued participation on a grandfathered basis.
3. The pension plan benefits will be based upon hours worked per requirements of the pension plan itself.
**SCHEDULE:**

1. The RN will be scheduled for a minimum of twelve (12) weeks per year at the higher level of the range, with at least eight (8) weeks during peak census months for the department and four (4) weeks during July or August. A plan will be agreed upon in advance by the Manager/RN.

2. Flex RN's will be regularly scheduled to work within the identified range of hours. They will be required to work weekends and holidays in accordance with current practice.

3. The Hospital will prepare a schedule for the flex RN as all other RNs are scheduled.

4. Planned paid time off may be scheduled at any level within the pre-established range.

5. A flex RN shift may be cancelled. The order of cancellation within the unit shall be: (i) overtime, (ii) extra shifts, and (iii) rotation among staff on duty.

6. Flex RNs will share equally with other unit nurses in mandatory overtime.

**RIF:**

If a nurse must displace a flex RN under the reduction-in-force procedure, the displaced nurse will have the option to assume either the flex RN position or a position with fixed hours per week established by the Hospital. The Hospital will advise the nurse of the fixed number of hours per week before the nurse will be expected to exercise her option.

Please sign a copy of this letter agreement on behalf of the Association, signifying the Association's agreement.

Yours very truly,

Vice President of Human Resources

Accepted and Agreed on behalf of Massachusetts Nurses Association

____________________________________

Date_________________________________
Mr. John P. Gordon
Associate Director
Massachusetts Nurses Association
340 Turnpike Street
Canton, MA 02021

Dear John,

This side letter will confirm certain agreements between the Medical Center and the Association as follows:

1. The Hospital and the Association agree as part of the 2004-2006 Agreement that in regards to 12 hour shifts if will grandfather the three (3) staff nurses who are working those schedules until they either leave or come off that schedule.

If the forgoing accurately sets forth our agreements in regard to those matters, please sign a copy of this letter and return it to me.

Very truly yours,

Valerie Hunt, PhD, RN
Vice President for Patient Care Services

Accepted and Agreed
on behalf of
Massachusetts Nurses Association

______________________________

June 16, 2011

Mr. John P. Gordon