



**BRIGHAM AND  
WOMEN'S HOSPITAL**

**NURSING CONTRACT**

**BRIGHAM & WOMEN'S HOSPITAL**

**AND MASSACHUSETTS**

**NURSES  
ASSOCIATION**

**OCTOBER 2011  
TO FEBRUARY  
2013**

## INDEX

		<u>Page</u>
ARTICLE I	Intent and Purpose	1
ARTICLE II	Recognition	2
ARTICLE III	Management Rights	2
ARTICLE IV	Association Activities	3
4.1	Participation in Association	3
4.2	Dues	4
4.3	Association Service Fee	4
4.4	Association Representatives	5
4.5	Association Activities	5
ARTICLE V	Salary	6
5.1	Minimum Salaries	6
5.2	Shift Differential	12
5.3	Weekend Differential	13
5.4	On Call and Call Back Pay	13
5.5	Rate After Promotion	17
5.6	Charge Differential	17
5.7	Pay Checks	18
ARTICLE VI	Hours	18
6.1	Hours of Work	18
6.2	Schedule	19
6.3	Overtime	19
6.4	Mother's Day Differential	20
6.5	Weekends, Rotation and Float	20
6.6	Weekend Program	22
6.7	Variable Hours R.N. Program	25

ARTICLE VII	Holidays	28
7.1	Holidays	28
7.2	Pay for Holiday Hours Worked	29
7.3	Compensatory Time Off	30
7.4	Exclusions	30
7.5	Vacations/Days Off	30
7.6	Rotation	31
7.7	Religious Holidays	31
7.8	Cancellation of Holiday Shifts	31
ARTICLE VIII	<b>Vacations (Including Use of Benefit Time Scheduled)</b>	32
8.1	Full-Time Nurses	32
8.2	Part-Time Nurses	32
8.3	Accrual	32
8.4	Hospitalization	33
8.5	Scheduling and Approval	33
ARTICLE IX	Insurance, Hospitalization and Sick Leave	36
9.1	Medical Insurance	36
9.2	Hospitalization Benefits	37
9.3	Paid Sick Leave	38
9.4	Disability Insurance	40
9.5	Dental Insurance	40
9.6	Flexible Benefits Program	40
9.7	Work-Related HIV and Hepatitis C Benefit Plan	41
ARTICLE X	Leaves of Absence and Excused Absence	42
10.1	Definition	42
10.2	Eligibility	42
10.3	Leave of Absence	42
10.4	Reinstatement	50
10.5	Accrual of Benefits	51

10.6	Special Cases	51
10.7	Special Absence	52
10.8	Family and Medical Leave Act	53
ARTICLE XI	Various	54
11.1	Seniority	54
11.2	Vacancies	58
11.3	Reduction in Force	59
11.4	Non-Discrimination	65
11.5	Probationary Period	65
11.6	Discipline and Discharge	65
11.7	Professional Development	65
11.8	Educational Differential	70
11.9	Liability Insurance	71
11.10	Worker's Compensation	71
11.11	Orientation	71
11.12	Bulletin Boards	72
11.13	Notice of Resignation	73
11.14	Pension Plan	73
11.15	Transportation	74
11.16	Life Insurance	74
11.17	Nonprofessional Duties	75
11.18	Relief in Higher Classification	75
11.19	Clothing Change Pre-Break	75
11.20	Parking	75
11.21	Parent Educators	76
11.22	Pro-Rata Health Insurance	76
11.23	Break Periods	77
11.24	Definitions	77
11.25	Cash out of Accrued Vacation and Holiday Time	78
11.26	Donation of Vacation and Holiday Time	78
11.27	Preceptor and Charge Requirements	79
11.28	Supervisory Duties	80
11.29	Mandatory In-Service	81

ARTICLE XII	Grievance Procedure	81
12.1	Advisory Nurse Committee	81
12.2	Grievances	82
ARTICLE XIII	No Strike: No Lockout	84
ARTICLE XIV	Miscellaneous	85
14.1	Entire Agreement	85
14.2	Severability	85
14.3	Successors	85
14.4	Per Diems	85
14.5	Scrub Uniforms	87
ARTICLE XV	Nursing Practice	87
ARTICLE XVI	Floating	88
ARTICLE XVII	Environmental and Occupational Health and Safety	89
17.1	Continuation of Benefits	89
17.2	Work Environment	89
17.3	Safety Committee	90
ARTICLE XVIII	Intra-Partners Transfers	90
18.1	Transfers From the Hospital	90
18.2	Transfers Into the Hospital	91
ARTICLE XIX	Staffing	91
ARTICLE XX	Mandatory Overtime	92
ARTICLE XXI	Retiree Medical Savings Account	92

## AGREEMENT

AGREEMENT made and entered into as of October 24, 2011, by and between THE BRIGHAM AND WOMEN'S HOSPITAL, INC., hereinafter referred to as the "Hospital" and the MASSACHUSETTS NURSES ASSOCIATION, hereinafter referred to as the "Association".

### ARTICLE I

#### Intent and Purposes

The intent and purposes of this Agreement are to establish harmonious relationships between the Hospital and its registered nurses who are subject hereto; to promote and improve that relationship and the economic conditions of both, subject to their joint duties to the community and to high standards of patient care; to clarify certain rights and privileges of the parties together with certain working and operating conditions; and to establish amicable processes of collective bargaining. The Association agrees to make every reasonable effort with the Hospital to assure efficient operation, to serve the needs of the community, and to meet the highest of professional standards in such service.

### ARTICLE II

## Recognition

In accordance with the certification of the National Labor Relations Board, the Hospital recognizes the Association as the sole and exclusive bargaining representative for all registered nurses excluding the Vice President for Patient Care Services, Directors of Nursing, Assistant Directors of Nursing, Associate Program Directors, Program Managers, Nurse Administrators, Nurse Managers, Nursing Coordinators and Assistant Nurse Managers. Such nurses for whom the Association is recognized as the exclusive bargaining agent are hereinafter referred to as "nurses".

## ARTICLE III

### Management Rights

The Association recognizes the right of the Hospital to operate and manage the Hospital. Without limiting the generality of the foregoing, the Hospital reserves to itself, subject only to any express provisions of this Agreement, the management of the Hospital, the right to require reasonable standards of performance and the maintenance of discipline, order and efficiency, the determination of medical and nursing care standards, operational and other policies, the determination of methods and procedures, the direction of nurses and the reasonable assignment of work, the right to hire, transfer temporarily, and to transfer, discharge,

suspend, demote, or otherwise discipline nurses for just cause, the right to lay off nurses for lack of work or for other reasons and to recall nurses, the right to require reasonable overtime work, and the right to promulgate and enforce all reasonable rules relating to operation, safety measures and other matters; provided, however, that in the exercise of the foregoing rights of management, the Hospital agrees that it will not violate the specific provisions in this Agreement.

## ARTICLE IV

### Association Activities

4.1 Participation in Association. The Hospital will advise all new nurses at the time of employment that the Association is their bargaining representative and will notify the Association and the Unit Chairperson at the end of each month of the name, address, classification and nursing location of each new nurse. The Hospital recognizes the right of any nurse to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any nurse to become and remain a member of the Association. The Association recognizes the right of any nurse to refrain from becoming and/or remaining a member of the Association and will not discriminate on account of the exercise of such right. The Hospital agrees to permit an Association representative to speak at all Nursing Orientation blocks for fifteen (15) minutes regarding the Association. The Association will provide copies of this Agreement to all nurses at



its expense. The Hospital will provide the Association with an updated list of bargaining unit members quarterly. This list shall be alphabetical and include nurses' addresses and phone numbers.

4.2 Dues. The Hospital agrees to deduct the annual Massachusetts Nurses Association membership dues from the weekly earnings of any nurse who has executed an authorization form on a form approved by the Hospital. Such deduction shall be in the amounts certified by the Association and shall be made in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Association office by the 20<sup>th</sup> of the calendar month following the actual withholding, together with a record of the amounts and the names of those for whom deductions have been made.

4.3 Association Service Fee. Any nurse who is not a member of the Association on the effective date of the Agreement shall, as a condition of continued employment, not later than the ninetieth (90<sup>th</sup>) calendar day following commencement of employment, pay to the Association a service fee in an amount certified by the Association. Notwithstanding the foregoing, no such nurse shall be required to pay a service fee prior to the thirtieth (30<sup>th</sup>) calendar day following either the effective date of this Agreement, or, if the Agreement is executed subsequent to its effective date, the execution date of this Agreement. Such deductions shall be in the amounts certified by the Association

and shall be made in accordance with the terms of said authorization form.

4.4 Association Representatives. Duly authorized representatives of the Association may visit the Hospital at any reasonable time to discharge the Association's duties as the collective bargaining representative, provided that they first inform the Hospital of their presence and the purposes of such visit, and the Hospital may exercise reasonable control over the times and places for such visits in accordance with its operating needs.

4.5 Association Activities.

a. Negotiations. Nursing staff members of the Association's negotiating committee shall suffer no loss in pay for participation in contract negotiations.

b. Unit Chairperson. The Unit Chairperson/Designee will not lose any regular pay for jointly scheduled meetings during working time with Nursing Administration or Human Resources for grievances and other matters of contract administration, and the Hospital will schedule in advance one continuous four (4) hour block of working time per month for each of the Unit Chairperson and Vice Chairperson for these purposes. The Unit Chairperson/Designee will not lose any regular pay for attendance at grievance arbitration hearings arising under the collective bargaining agreement which are held during working time.

## ARTICLE V

### Salary

5.1 Minimum Salaries. The minimum salaries for nurses shall be set forth in the Nursing Service Salary Schedule attached as Appendix A.

a. Exempt Nurses: Nurses regularly scheduled to work for the Hospital at least 20 hours per week and variable hour RNs with a weekly base salary, as determined below, of at least \$455 per week (collectively, the "Exempt Nurses") shall be treated as "exempt" for purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour laws. All other nurses shall be treated as "non-exempt".

i. Base Salary: Exempt Nurses shall be paid a weekly base salary in accordance with the Nursing Service Salary Schedule (which salary shall in no event be less than \$455 per week). The amount of an Exempt Nurse's weekly base salary shall not be subject to reduction because of variations in the quality or quantity of the work performed, except as permitted by the Fair Labor Standards Act or the Family and Medical Leave Act (with respect to intermittent or reduced schedule leave) and in accordance with the terms of this Agreement (provided that an Exempt Nurse's time off accruals shall be charged in accordance with the terms of this Agreement and existing practice). An Exempt Nurse's weekly base salary shall be determined by multiplying the number of hours the nurse is regularly scheduled to work each week by the applicable hourly rate shown on the Nursing Service Salary Schedule. The weekly base salary of an Exempt variable hour RN shall be calculated based on the lowest number of hours regularly available to be worked by such an RN after the maximum "flexing down" permitted pursuant to Article 6.7(a),

though the variable hour RN shall be paid each pay period for any higher amount of hours actually worked and for any accrued holiday, ~~or~~ vacation, ~~time~~ or **Benefit Time, as applicable**, utilized in accordance with Article 6.7(d).

- ii. Payments in Addition to Base Salary: In addition to an Exempt Nurses' base salary, she/he shall receive payments for overtime (including double-time), extra shifts not resulting in overtime, shift and weekend differentials, on-call and call back pay, charge differential, Mother's Day differential, weekend program payments, holiday pay (**if applicable**), pay for missed meal breaks, pay for relief in a higher classification, the cash out of accrued holiday, vacation, ~~and~~ sick time **and Benefit Time, as applicable**, tuition reimbursement and education differentials in accordance with the applicable provisions of the Agreement. Pay for in- service trainings, meetings off the unit and similar work-related activities will not be affected. However, in determining an Exempt Nurse's entitlement to any payments above the nurse's base salary, periods of work lasting fewer than 15 minutes immediately prior to or immediately following a nurse's shift shall not result in any additional payment, provided that if an Exempt Nurse performs work for a period of at least 15 minutes immediately prior to or immediately following the nurse's shift, then the entire period worked shall be included in determining any additional payments (for example, if a nurse worked 10 minutes immediately prior to her/his shift, the nurse would receive no additional payments above her/his base salary on account of such work; if a nurse worked 20 minutes immediately prior to her/his shift, the nurse would receive additional payments taking into account the full 20 minute period of work). In the event that a nurse is regularly required to work

beyond the end of his or her scheduled shift in order to complete his or her shift assignment, the parties shall, upon request by the Association, meet promptly to discuss the situation. Notwithstanding the nurse's exempt status, except as provided in the preceding sentence, the nurse's overtime rate shall always be the higher of the overtime rate as calculated under the Fair Labor Standards Act or the overtime rate as calculated under Article 6.3, in the event that there is a difference between the two, provided further that there shall be no duplication or pyramiding of overtime.

- iii. Partial Shift Absences: A partial shift absence will not result in a loss of pay for an Exempt Nurse, but, if totaling 15 minutes or longer, will result in payment from, and a corresponding reduction of, the nurse's accruals (as provided below) reflecting the total period of absence. For example, an Exempt Nurse who has a partial shift's absence of 10 minutes would have no loss of pay and no reduction in accruals, but an Exempt Nurse who has a partial shift's absence of 20 minutes would have an accrual reduction of 20 (not five) minutes.
- (1) For partial shift absences due to illness or for other reasons for which use of sick time is permitted under Article 9.3, **or the use of Benefit Time is permitted under Article\_\_\_**, the nurse will be paid from accrued sick time **or accrued Benefit Time, as applicable.**
  - (2) For other unapproved partial shift absences (including tardiness or early departure), the nurse will be paid from holiday time (first, until exhausted) and vacation time (second) **or from Benefit Time, as applicable.**

- (3) A negative accrual balance will result if the applicable **vacation or Benefit Time** bank, **as applicable**, is exhausted (under clause (2) immediately above, a negative holiday bank will result after both holiday time and vacation time have been exhausted).
  - (4) Except as expressly provided in this Article 5.1, (i) use of sick leave, vacation, ~~and~~ holiday time **and Benefit Time, as applicable**, will be permitted only to the extent provided in this Agreement and (ii) there shall be no changes in the circumstances in which accruals are debited.
  - (5) If a nurse is absent from a shift for fewer than 15 minutes there shall be no reduction in the nurse's accruals nor any loss of pay.
  - (6) The authorization under this section of payment for or use of accruals in connection with tardiness, leaving early and other unapproved partial day absences, whether fewer than 15 minutes or not, shall not affect the treatment for disciplinary purposes of such tardiness, early departure or other unapproved absence.
- iv. Full Day Absences: An Exempt Nurse will continue to be paid from sick accruals **or Benefit Time accruals, as applicable**, in the event of a sick call for a full shift, as under current practice. If no sick **or Benefit Time** accruals, **as applicable**, are available to the nurse, the nurse will not be paid for the shift as under current practice. A nurse who takes a compensatory day off for a holiday worked may choose to be paid accruals for less than a full shift, in accordance with current practice.
  - v. In the event that federal law, including but not limited to the National Labor Relations Act (the "NLRA"), is

amended to provide, or any decision of the National Labor Relations Board or of a court of competent jurisdiction holds, that the exempt status of the Exempt Nurses disqualifies them from the right to be represented for collective bargaining purposes under the NLRA, then, upon written notice from the MNA, the exempt status of the nurses will automatically be removed the day prior to the effective date of the legislation or regulation or upon the publication of a decision which disqualifies exempt registered nurses from coverage under the NLRA. Upon the taking effect of such notice, the Exempt Nurses shall be treated as non-exempt, the contractual provisions and other terms and conditions of employment affected by the parties' agreement to treat nurses as Exempt as of June 12, 2011 shall return to those as in effect immediately prior to such agreement, and the Hospital and the MNA shall each have the right to take such steps as are lawfully available to them with respect to the Hospital's intended implementation (for all nurses within the bargaining unit, both Exempt and Non- Exempt) of time clocks or "swiping" systems and with respect to implementation of the other elements of the proposed Time Reporting Policy delivered to the MNA on January 11, 2011, such implementation being intended by the Hospital to take effect as soon as administratively feasible after, but in no event sooner than 30 days following, receipt of such notice. The Hospital agrees that it shall not assert in any proceeding that the exempt status of the Exempt Nurses disqualifies them from the right to be represented for collective bargaining purposes under the NLRA.

b. Nurses shall be shown the current salary schedule in the Association's Agreement at their pre-employment interviews.

c. Newly employed nurses shall be placed in a step in the rate range in accordance with their prior experience and education as determined by the Vice President of Nursing.

d. Increments of basic salaries based upon length of continuous service shall accrue to full-time nurses and regularly scheduled part-time nurses annually. Such increments shall accrue to irregularly scheduled part-time nurses who have worked 1,040 hours or more during the year since their last review. Irregularly scheduled part-time nurses who have worked less than 1,040 hours during the year since their last review shall not accrue an increment annually but shall accrue an increment every two (2) years.

When a nurse changes status from full-time/regularly scheduled part-time to irregularly scheduled part-time, employment status for the previous year is reviewed on the nurse's anniversary date of hire as it may be adjusted due to leave(s) of absence, promotion to a higher classification and the application of the last sentence of Section 11.1 (hereinafter; "anniversary date as it may be adjusted"). If the nurse held full-time/regularly scheduled part-time status for nine (9) months of the previous year, he/she is eligible for an increment; if full-time/regularly scheduled part-time status was held for less than nine (9) months, he/she is not eligible for an increment unless he/she worked a total of 1,040 hours or more during the year since the nurse's last review.

Step increases for full-time and regularly scheduled part-time nurses shall take effect on a nurse's first anniversary date (as defined in the second paragraph of Section 5.1d) on or after September 28, 2008.

Step increases for irregularly scheduled part-time and per diem nurses shall take effect in accordance with the first paragraph of Section 5.1d.

Effective December 31, 2006, Step 2 of the Nursing Service



Salary Schedule will become the new hiring step. Any nurse who is on Step 1 as of December 30, 2006 will move to Step 2 as of December 31, 2006, and shall have a new anniversary date of December 31, 2006.

The third and fourth paragraphs of Section 5.1d of the 2002-2004 agreement between the parties shall continue to apply regarding determination of the anniversary date of nurses whose anniversary date was adjusted pursuant to said paragraphs.

No nurse will receive more than one (1) step increase in a contract year.

e. The Hospital may withhold the annual increment set forth in Article V for up to ninety (90) days in the case of a nurse whose performance rating for the period preceding her or his last anniversary has not been satisfactory.

## 5.2 Shift Differential.

a. Effective September 29, 2002, nurses working between the hours of 3:00 p.m. and 11:30 p.m. shall receive a differential of two dollars (\$2.00) per hour for each hour worked during such period. A nurse who agrees to work for three (3) continuous months or more on the evening shift will receive a differential of three dollars and twenty cents (\$3.20). A nurse must also agree to reimburse the Hospital for the additional differential received by her above the rate for day rotating nurses and to have such amount deducted from any monies due the nurse if the nurse does not fulfill the commitment.

b. Effective September 29, 2002, nurses working between the hours of 11:00 p.m. and 7:30 a.m. shall receive a differential of three dollars and twenty cents (\$3.20) for each hour worked during such period. A nurse who agrees to work for three (3) continuous months or more on the night shift will receive a differential of four dollars and seventy cents (\$4.70). A nurse must also agree to reimburse the Hospital for

the additional differential received by her above the rate for day rotating nurses and to have such amount deducted from any monies due the nurse if the nurse does not fulfill the commitment.

c. Such evening and night premiums shall be included in computing vacation, holiday, ~~and~~ sick leave **and Benefit Time** pay, **as applicable**, but only for nurses who have been regularly scheduled on such shifts at least one (1) day of every week during the six (6) months immediately preceding the holiday or the sick leave, in the case of holiday or sick leave pay. The shift differential shall not apply to any day shift that begins prior to 9:00 a.m., nor shall it apply until 5:00 p.m. in the Ambulatory Service, with the exception of the Emergency Service/Holding Unit.

5.3 Weekend Differential. Nurses working on weekend shifts (which for purposes of Section 5.3 only shall mean all shifts starting with the tour of duty beginning at 3:00 p.m. on Friday through the tour of duty beginning at 11:15 p.m. Sunday) shall receive additional compensation of two dollars and twenty-five cents (\$2.25) per hour. Such premium shall not be included in computing vacation ~~and~~, holiday **or Benefit Time** pay, **as applicable**, or other compensation for time not worked.

5.4 On Call and Call Back Pay. As of October 1, 2000, required on call exists in the Operating Room, Endoscopy, the Dialysis Unit, the Blood Donor unit, Occupational Health, and the Cardiovascular Diagnostic Interventional Center (CDIC). During the stated term of the 2000-2002 agreement (October 1, 2000 through September 30, 2002), the Hospital will not implement a required on-call system in any other unit without the agreement of the Association. In the event the Hospital proposes to

implement required on-call in another unit during such term of this agreement, the Hospital will notify the Association and the Association will meet with the Hospital regarding the Hospital's proposal in an effort to resolve the matter.

Effective March 1, 2001, the following standards will apply in all units where there is required on-call, with the exception of Occupational Health, the Operating Room and the Dialysis Unit: the Hospital will not assign required on-call to a nurse in excess of twelve (12) hours per week during weekdays (Monday 7:00 a.m. - Saturday 7:00 a.m.), and in excess of twenty-four (24) hours of required weekend (Saturday 7:00 a.m.-Monday 7:00 a.m.) on-call within a four (4)-week time schedule, except where the nurse and the Hospital agree otherwise. Between October 1, 2000 and February 28, 2001, the Hospital will not assign required on-call to a nurse in excess of the amount of on-call nurses currently (as of September 30, 2000) work in such nurse's unit.

In Occupational Health, nurses will be assigned on-call in accordance with the side letter between the parties dated May 21, 1997. The nurse who is assigned on call will carry a pager, and if paged, will be paid time and one-half in 15-minute increments for time spent on the telephone. On call will not exceed the following: 4:30 p.m. to 7:30 a.m. Monday-Friday and 4:30 p.m. Friday- 7:30 a.m. Monday.

Nothing herein shall preclude the Hospital from implementing and maintaining a voluntary on-call system in any unit.

In units where there is required on-call, such on-call will be shared on an equitable basis among staff nurses and nurses-in-charge. Provided however, in the Operating Room, a nurse-in-charge will not be required to be on-call until such date as the Hospital determines the nurse-in-charge to be sufficiently oriented, such date not to be later than March 1, 2001.

Effective November 23, 2008 nurses on-call shall be paid at the rate of six dollars and twenty-five cents (\$6.25) per hour. A nurse who is called back to work shall be compensated at the rate of time and one-half her or his regular rate for the hours worked, and shall be paid a minimum of two (2) hours at time and one-half, except where the time worked pursuant to being called back is continuous to the nurse's scheduled hours. For purposes of this paragraph, "time worked" commences when the nurse arrives at her/his unit ready to begin work and concludes when the nurse has completed her/his call-back assignment or begins scheduled hours provided, however, that if a nurse takes report prior to arrival at his/her unit, the time spent in taking report shall be considered "time worked" for purposes of this paragraph, and the nurse will be paid at time and one-half in 15-minute increments.

A nurse who is called back to work will not be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, either as call-back hours or as regular and call-back hours combined. The Hospital will not use the preceding sentence against the Association in any

proceeding involving mandatory overtime. The Operating Room and the Dialysis Unit shall not be subject to this paragraph, as per agreement of the parties.

A nurse who works sixteen (16) or more consecutive hours, either as regular hours or as regular and call-back hours combined, and is scheduled to begin her/his next shift within eight (8) hours of completing the sixteen (16) or more consecutive hours, and is unable to work, must contact her/his supervisor to report the inability to work the next shift. Payment for time not worked may be from the nurse's sick **or Benefit Time** accruals, **-as applicable**, at her/his option.

If a nurse who is scheduled to work a day shift was called back to work on the immediately preceding night shift and worked for at least four (4) hours between 11:00 p.m. and 6:00 a.m., the nurse will be guaranteed a minimum of nine (9) hours off before returning to work. If providing the nurse with nine (9) non-work hours, results in less than two (2) hours remaining to be worked on her next scheduled shift, the nurse may remain off duty for the entire shift. If there are more than two (2) hours remaining in the scheduled shift, the nurse may request to be absent for the remainder of such shift. Such request shall be subject to the Hospital's reasonable judgment as to its staffing needs. Payment for time not worked may be from the nurse's sick **or Benefit Time** accruals, **as applicable**, at her/his option.

This Section 5.4 applies to full-time, part-time (whether regularly or irregularly scheduled), as well as per diem nurses.

5.5 Rate After Promotion.

a. Any nurse who is promoted from one classification to another will be paid a salary at least equal to the amount she or he would have otherwise normally received at her or his next anniversary increment, unless she or he would have reached her or his next anniversary within three (3) months after her or his promotion, in which case she or he will receive one (1) additional salary increment at the time of her or his promotion. After her or his promotion, a nurse will receive appropriate length of service increases within the classification to which she or he has been promoted. In such a case, the date of promotion will become the nurse's new anniversary date as it may be adjusted for further increments.

b. The first ninety (90) calendar day period following a nurse's promotion shall be a probationary period. If by the end the nurse voluntarily wants to return to her or his former position after such period, or the Vice President for Patient Care Services has determined that the promoted nurse does not satisfactorily meet the requirements of the new position, such nurse shall be returned to her or his former position or to a position comparable to her or his former position with no loss in seniority, and the salary and anniversary date as it may be adjusted shall revert back to that she/he had in her/his former position.

5.6 Charge Differential. A staff nurse who is in charge of a pod for not less than two (2) consecutive hours or more on days, evenings or nights shall receive an additional differential of two dollars and twenty-five cents (\$2.50) per hour.

5.7 Pay Checks. The Hospital will show total hours with each paycheck. The Hospital will show 12-hour weekends and the amounts of differentials.

## ARTICLE VI

### Hours

6.1 Hours of Work. The regular work week shall consist of forty (40) hours within a week commencing with the 7:00 a.m. shift on Sunday. The regular work day shall consist of eight (8) consecutive hours with a one-half (1/2) hour meal period. For a non-Exempt nurse, the meal period shall be unpaid. For an Exempt Nurse, the meal period shall be included within the nurse's base salary. If a nurse does not receive a duty-free meal period, then the nurse shall be paid for the full half-hour period (for an Exempt Nurse, this payment shall be in addition to the nurse's base salary). During the term of this Agreement, the Hospital may establish four-hour shifts, but in so doing will not affect a nurse then working an eight (8), ten (10) or twelve (12) hour shift. The provisions of this sentence shall expire on February 23, 2013. The regular standard day shift shall be 7:00 a.m. - 3:30 p.m., the regular standard evening shift shall be 3:00 p.m. - 11:30 p.m., and the regular standard night shift shall be 11:00 p.m. -7:30 a.m. The Hospital may alter such regular shift schedule, but if the Association shall object to any such alteration made by the Hospital, the dispute may be referred to grievance procedure as set forth in this contract. The parties recognize that certain departments of the Hospital

must, at times, operate on different shifts. Such shift shall be determined in accordance with reasonable needs of the Hospital.

6.2 Schedule. Time schedules and days off shall be posted four (4) weeks in advance, but the Hospital may revise or supersede such schedules in the event of unforeseen circumstances. Nurses who mutually agree to switch their posted times may do so following approval by the Nurse Manager.

6.3 Overtime. Employees will not normally work or be paid for time in excess of their normally scheduled hours of work without prior authorization of the Hospital.

All work performed in excess of forty (40) hours in a week or eight (8) hours in a day shall be paid for at one and one-half (1 ½) times the nurse's scheduled rate (excluding, to the extent permitted by law, shift or weekend differentials). All work in excess of twelve (12) consecutive hours shall be paid for at twice the nurse's scheduled rate (excluding, to the extent permitted by law, shift or weekend differentials).

~~For the purposes of this Section 6.3, paid holidays not worked and paid sick leave, but not other paid absences, shall be considered hours worked. Effective January 1, 2005, for~~ **For** purposes of this Section 6.3, paid holidays not worked, ~~and~~ paid vacation time, **and Benefit Time Scheduled, as applicable**, but not other paid absences shall be considered hours worked. There shall be no duplication or pyramiding of any premium pay or overtime.



6.4 Mother's Day Differential. Nurses working between the hours of 11:00 p.m. the night before Mother's Day and 11:00 p.m. on Mother's Day shall receive time and one half their base rate for each hour worked during such period. Hours worked during such period will not count toward fulfilling the nurse's holiday work commitment.

6.5 Weekends, Rotation and Float. For purposes of this Agreement other than Section 5.3, weekend shifts shall mean all shifts starting with the tour of duty beginning at 7:00 a.m. on Saturday through the tour of duty beginning at 11:15 p.m. Sunday. Subject to exceptions required for adequate patient care, the Hospital will schedule nurses off on alternate weekends, except where otherwise specified in twelve (12) hour weekend plan. If scheduling permits greater than every other weekend off, such opportunities shall be offered to nurses based upon their seniority. A nurse scheduled to work eight (8) hours on a weekend shall, if obliged to work twelve (12) hours, be paid at the applicable overtime rate for all hours worked beyond eight (8) hours.

The Hospital will schedule nurses so that in a four (4) week period, all rotating nurses shall rotate either to days/evenings or to days/nights so that a nurse will work no more than fifty percent (50%) of her or his time on evenings or nights. At the time of each assignment, a nurse shall indicate preference for day/evening or day/night. Preference for available shifts will be given within individual units based on seniority.

When a full-time or regularly scheduled part-time nurse has

completed thirty-six (36) consecutive months of service, the nurse will be scheduled for twenty-five percent (25%) rotation, subject to the needs for patient care. After eight (8) years of consecutive service, the nurse may elect a permanent shift of her or his choice with no rotation subject to being transferred to another unit if the operating needs of the Hospital so require. Should a nurse file a grievance protesting the denial of a permanent shift of her/his choice with no rotation, such denial shall not constitute a violation of this Agreement. Rather, the parties shall promptly meet to negotiate concerning what, if any, changes should be made in the language of the second sentence of this paragraph. If the parties are unable to negotiate a mutually satisfactory resolution of the matter, the Hospital shall have the right, by written notice to the Association and the American Arbitration Association, to reopen this Agreement for the sole purpose of having an arbitrator determine in interest arbitration what changes, if any, should be made in the language of the second sentence of this paragraph. The arbitrator's award will be made applicable to the grievant.

Subject to exceptions required for adequate patient care, full-time and regularly scheduled part-time nurses will float within the service to which the nurse is assigned.

6.6 Weekend Program. Effective February 27, 1994:

a. The Weekend Program shall consist of those nurses whose regular schedule includes two (2) twelve (12) hour weekend assignments on an every weekend (Category 1), and every other weekend (Category

2)<sup>1</sup>, or an every 3<sup>rd</sup> weekend (or less frequently) (Category 3) basis.<sup>2</sup> Shifts within the Weekend Program shall be 7:00 a.m. to 7:30 p.m. (day shift) and 7:00 p.m. to 7:30 a.m. (night shift), with a one-half hour unpaid meal break.<sup>3</sup>

Compensation for weekend hours worked within the Weekend Program shall be at straight time, plus charge differential, if applicable, plus a differential of \$7.00 per hour for day shift hours and \$9.00 per hour for night shift hours. A Category 1, 2 or 3 nurse who is eligible under Section 5.2 (c) for the inclusion of shift differential in the computation of holiday, vacation and sick leave pay **or Benefit Time pay, as applicable**, will receive the shift differential set forth in Section 5.2(a) or (b), whichever is applicable, for absences due to these reasons on the weekend. A Category 1 or 2 nurse who is not eligible under the preceding sentence but who is permanently scheduled to work the night shift on a weekend will receive the night shift differential set forth in Section 5.2(b) in the computation of holiday, vacation, and sick leave pay **or Benefit Time pay, as applicable**. Overtime shall be paid for time worked in excess of twelve (12) continuous hours under the Weekend Program.

Nurses who are covered under the Weekend Program will retain their weekend commitments while they continue to work on the unit to which they were assigned as of January 1, 1994, except if there is a reduction in force in the nurse's unit. They shall be eligible for additional shifts pursuant to existing practice.

b. If after Category 1 and 2 nurses are scheduled, additional 12 hour weekend shifts are available, the Hospital may assign other nurses to such shifts (Category 3) on the basis of seniority among the nurses who wish to work on such schedule within the unit where such weekends are to be worked. In determining the 7:00 a.m. to 7:30 p.m. weekend shift assignments on a particular weekend, the following order of assignment

---

<sup>1</sup> A Category 2 nurse may fulfill his/her commitment through working, by mutual agreement with his/her manager, on a one (1) twelve (12) hour weekend shift per weekend basis.

<sup>2</sup> Category 3 nurses may be scheduled to work either 8 or 12 hour weekend shifts, as determined by the Hospital.

<sup>3</sup> Or other shift hours by mutual agreement of the Hospital and the Association.

shall apply:

1. Nurses who are scheduled to work the day shift.
2. Nurses who rotate from D/N, D/E or permanent evenings, and whose expressed preference is the day shift in order of seniority.
3. Nurses who rotate from D/N, D/E or permanent evenings whose expressed preference is the night shift in inverse order of seniority.

In determining the 7:00 p.m. to 7:30 a.m. weekend shift assignments on a particular weekend the following order of assignment shall apply:

1. Nurses who are permanently scheduled to work the night shift.
2. Nurses who rotate from D/N, D/E or permanent evenings whose expressed preference is the night shift, in order of seniority.
3. Nurses who rotate from D/N, D/E or permanent evenings whose expressed preference is the day shift, in inverse order of seniority.

Category 3 nurses working full-time shall not be required to work more than one (1) out of every three (3) weekends during any schedule period in which they are assigned to any twelve (12) hour weekend assignment.

Compensation for such weekend shifts shall be the same as in subsection 6.6a above.

The Hospital shall endeavor to not schedule a nurse for either (but not both) the Friday shift preceding or the Monday shift following a weekend on which a nurse has worked twenty-four (24) hours.

c. Participation in the Weekend Program shall be voluntary, provided that nurses who have chosen to participate in the program must remain in the program until, if ever, they bid into another position, or in the case of Category 3 nurses state that they do not wish to work twelve (12) hour shifts. Non-program nurses hired before February 1, 1981 who exercised in writing their option not to work twelve (12) hour weekend shifts will not be required to do so. All other non-program nurses may be required to work twelve (12) hour weekend shifts in the inverse order of seniority within their unit.

d. Openings in Category 1 and 2 positions, which the Hospital decides to fill, shall be filled pursuant to Section 11.2 of the Agreement.

e. For all full-time nurses, the two (2) week period which includes a twelve (12) hour weekend assignment in accordance with the weekend program will be viewed as one block of time for computation of overtime. Hours over eighty (80) hours worked in this period will be paid at time and one-half.

f. The computation of overtime as set forth herein shall apply in all instances except for scheduled hours over eight (8) in one day for which the nurse has signed a waiver; and, except as to full-time nurses, scheduled hours under eighty (80) in a two (2) week period which includes a twelve (12) hour weekend.

g. Nurses who are scheduled for twelve (12) hour weekend shifts and are ill may be paid for twelve (12) hours sick time **or Benefit Time Unscheduled** if (a) they are eligible for sick **or Benefit Time**; (b) they have accumulated earned sick **or Benefit Time**; and (c) no more than forty (40) hours' sick time **or Benefit Time Unscheduled** is used in that week. Sick pay **or Benefit Time Unscheduled** for an absence on a scheduled twelve (12) hour weekend shift will be paid in accordance with subsection 6.6a above.

h. In the event that a Hospital holiday falls on a weekend,

holiday pay **or Benefit Time** given for time not worked on that holiday shall be paid for eight (8) hours of straight-time, or pro-rated at straight-time for scheduled hours.

i. All Weekend Program hours worked on holidays shall be paid at the rate of time and one-half the nurse's straight time rate.

j. A twelve (12) hour weekend nurse shall have the option of being paid forty (40) hours on a vacation weekend if she or he has the vacation hours **or Benefit Time hours** accrued.

#### 6.7 Variable Hours R.N. Program

(a) A variable hours R.N. position shall be defined as one in which the nurse is (i.) regularly scheduled to work either twenty-four (24), twenty-eight (28), thirty (30), thirty-two (32), thirty-six (36) or forty (40) hours per week and; (ii.) may be "flexed" down one (1) shift per week (8 to 12 hours). The regularly scheduled weekly hours for a variable R.N. position shall constitute the "base hours" for the position.

The Hospital will determine the number of variable hour R.N. positions, if any, in a unit; provided, however, that the number of such positions in any unit shall not exceed thirty percent (30%) of the budgeted FTE R.N. complement in that unit, except that there may be one (1) variable hours R.N. position in any unit where thirty percent (30%) of the budgeted FTE R.N. complement is less than one (1) FTE. The definition of "unit" shall be as specified in Section 11.3b. The Hospital will not lay off a nurse on a particular unit in order to create a variable R.N. position on that unit.

For the period October 24, 2011 through February 23, 2013, the preceding paragraph shall not be effective, and the provisions of this paragraph shall govern. The Hospital will determine the number of variable hour R.N. positions; provided, however, that the number of such positions Hospital-wide shall not exceed twenty-five percent (25%) of the budgeted FTE R.N. complement in the Hospital. The Hospital will not lay off a nurse in order to create a variable RN position.

As of February 24, 2013, the preceding paragraph shall cease to be effective and the provisions of the second paragraph of this section shall govern. If, as of October 1, 2013, the number of variable hour RNs in any unit exceeds thirty percent (30%) of the budgeted FTE R.N. complement on that unit, the Hospital shall offer on a seniority basis the ability for a nurse to convert to a non-variable position on the unit with the same shift and base hours as her/his variable position until the number of variable hour RNs on the unit no longer exceeds thirty per cent (30%) of the budgeted FTE R.N. complement on that unit, except that that there may be one (1) variable hours R.N. position in any unit where thirty percent (30%) of the budgeted FTE R.N. complement is less than one (1) FTE.

Variable R.N. positions may be created and filled as follows. Subject to the percentage limitations, the Hospital in its sole judgment will determine by shift and hours the number of variable R.N. positions, if any, it desires to fill on a unit. The Hospital will first seek volunteers from existing R.N. unit staff who are willing to convert their positions into variable hours R.N. positions, and will accept those volunteers in the order of seniority whose existing shift and hours match the desired positions.

For purposes of this Section, shifts are: days, evenings, nights, rotator, twelve (12) hour weekend days and twelve (12) hour weekend nights. The Hospital may also use vacant positions or vacant hours to create variable hours R.N. positions, subject to the percentage limitation described above. Such vacancies shall be filled in accordance with Section 11.2, and in the event there are no qualified internal applicants, the Hospital shall have the right to fill the position with an external applicant.

(b) Benefits

- (1) Vacation and sick time, **as applicable**, -will be credited weekly on base hours and will be adjusted quarterly to reflect any cancellations of flex shifts. Holiday hours, **as applicable**, will be credited on base hours at the time of the holiday. **Benefit Time, as applicable, will be credited weekly on base hours and will be adjusted quarterly to reflect any cancellation of**

**flex shifts.**

- (2) The variable hours position will receive health, dental, and vision benefits based upon their base hours.
- (3) The pension plan benefits will be based upon hours paid.

(c) Schedule

- (1) Variable hours R.N.s will be regularly scheduled to work their base hours. Scheduling for such positions shall be consistent with the provisions of Sections 6.5 and 6.6. Variable hours R.N.s will be scheduled for holidays in accordance with current practice.
- (2) The Hospital shall have the right to cancel one shift per week for each variable R.N., or alternatively with respect to a twelve (12) hour shift, may at its option cancel four (4) hours of such shift, which may be the first four or last four hours of such 12 hour shift, provided that notice is given to the nurse at least one hour and forty-five minutes before the starting time of the shift. The order of cancellation within the unit shall be: (1) overtime, (2) per diems (subject to the provisions of Section 14.4), (3) extra shifts and (4) variable hours R.N.s.
- (3) Planned paid time off may be taken at any level between the minimum number of hours the nurse may work per week up to the nurse's base hours as determined by the nurse.
- (4) Variable hours R.N.s will share equally with other unit nurses in overtime.

(d) Payment for Canceled Shifts

Nurses who are canceled in accordance with Section 6.7 (c) (2), **and are not participating in the Hospital's Benefit Time Program,**



may utilize accrued holiday time or, if holiday time is not available, may utilize accrued vacation time for such cancelled hours.

**Nurses who are cancelled in accordance with Section 6.7 (c) (2), and are participating in the Hospital's Benefit Time Program, may utilize accrued Benefit Time for such cancelled shifts.**

(e) Reduction in Force

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

- (f) A nurse who has held a variable hours position for two (2) or more consecutive years will have the option to convert to a non-variable position on the unit with the same shift and base hours as her/his variable position.

ARTICLE VII

Holidays

7.1 Holidays. **The following eleven (11) days shall be considered holidays for purposes of this Agreement:** ~~Full-time nurses and regularly scheduled part-time nurses will be granted the following eleven (11) paid holidays with pay:~~

New Years Day

Independence Day

Martin Luther King Jr., Day

Labor Day

Washington's Birthday

Columbus Day

Patriot's Day

Veteran's Day

Memorial Day

Thanksgiving Day

Christmas Day

**Those full-time and regularly scheduled part-time nurses who are not participating in the Hospital's Benefit Time Program will be granted the above eleven (11) holidays with pay. Those full-time and regularly scheduled part-time nurses who are participating in the Hospital's Benefit Time Program, must use their accrued benefit time if, as part of their regularly scheduled hours for the week, they are scheduled off on any of the above eleven (11) holidays.**

For purposes of holiday pay, Christmas and New Year's will be from 3:00 p.m. on the 24th and 31st through 11:00 p.m. on the 25th and first. For purposes of defining the "holiday," it shall commence at 11:00 p.m. on the night before the holiday.

For nurses whose shifts overlap the holiday, time and one-half for time worked will be paid between 11:00 p.m. on the eve of the holiday and 11:00 p.m. on the day of the holiday. The shift will fulfill a holiday work obligation only if a majority of the scheduled hours on the shift fall on the holiday. A nurse, for example, who works from 7:00 p.m. on the eve of the holiday to 7:00 a.m. on the holiday itself would receive straight-time for time worked between 7:00 p.m. and 11:00 p.m. and time and one-half for

time worked from 11:00 p.m. to 7:00 a.m., and this would count as fulfilling the nurse's holiday work commitment. And a nurse, for example, 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 receive time and one-half for time worked from 7:00 p.m. to 11:00 p.m. and straight-time for time worked between 11:00 p.m. and 7:00 a.m., but this day would not count as fulfilling a holiday commitment.

## 7.2 Pay for Holiday Hours Worked.

**(a) (This Section is Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_).** Full-time nurses shall receive eight (8) hours at their base rate of pay, unless they receive a compensatory day, as set forth in Section 7.3, if they work on a holiday; additionally, they shall receive time and one-half their base rate for all hours worked on the holiday. Regularly scheduled part-time nurses shall receive pro-rated holiday pay at their base rate unless they receive a compensatory day, as set forth in Section 7.3, if they work on a holiday; additionally, they shall receive time and one-half their base rate for all hours worked on the holiday. Irregularly scheduled part-time and per diem nurses shall receive time and one-half their base rate only for those hours actually worked on the holiday.

**(b) (This Section is Applicable Only to Those Nurses Participating in the Hospital's Benefit Time Program As Described in Article \_\_\_\_\_).** If a nurse participating in the Hospital's Benefit Time Program works on a holiday she/he shall receive time and one-half her/his base rate for all hours worked on the holiday.

7.3 Compensatory Time Off. If a full-time or regularly scheduled part-time nurse **who is not participating in the Hospital's benefit time program**, works on the holiday, the nurse may elect to take a compensatory day off at regular straight-time pay within eight (8) weeks after the holiday. The regularly scheduled part-time nurse will receive such payment pro-rata for such compensatory day (the number of hours that result from dividing the nurse's weekly hours by five). **A full-time or regularly scheduled part-time nurse who is participating in the Hospital's benefit time program, and who works a holiday, may request to take a day off within eight (8) weeks of such holiday, which shall be charged to the nurse's benefit time accruals.** A request for a compensatory day off **or a benefit time scheduled day off in the circumstances described above** will not be denied solely due to approved vacation time. The preceding sentence shall expire on **[last day of new agreement]**. ~~February 23, 2013.~~

7.4 Exclusions. Holiday pay **or accrued benefit time utilized by a nurse who is scheduled off on a holiday, as applicable**, shall not include weekend differential, and nurses who are absent without just reason immediately before or after a holiday will not be paid for the holiday.

7.5 Vacations/Days Off. **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_)**. If a holiday falls on a nurse's day off, the nurse will be paid eight (8) hours at straight-time rates for full-time nurses or pro-rata for

regularly scheduled part-time nurses for the holiday. If a holiday falls during the nurse's vacation, the nurse will be given an additional eight (8) hours of vacation for full-time nurses or pro-rata vacation time for regularly scheduled part-time nurses.

7.6 Rotation. Subject to the reasonable operating requirements of the Hospital, holidays off will be rotated as equally as possible to afford each nurse a fair share of the holidays off.

7.7 Religious Holidays. A nurse wishing to observe religious holidays may have time off provided that the request is approved by the nurse's Nurse Manager prior to the holiday. **At the nurse's election, he or she may take the** ~~and the day off is taken as a day off without pay, or utilize accrued vacation or Benefit Time, as applicable.~~ ~~or a vacation day of the nurse, if eligible.~~

7.8 Cancellation of Holiday Shifts. Effective January 16, 2012, in the event that the Hospital determines that the number of scheduled nurses on a holiday (as defined in Section 7.1) exceeds Hospital needs, it will first offer regularly scheduled full-time and part-time nurses (including Variable Hours RNs) and irregularly scheduled part-time nurses by seniority, the opportunity on a voluntary basis to take the shift off.

(Nurses who have accrued holiday time **or accrued benefit time, as applicable**, must utilize it). In the event that there are still scheduled nurses in excess of needs after following this procedure, the Hospital will

then cancel nurses in the order set forth in Section 6.7(c)(2).

ARTICLE  
VIII  
**(Including**  
**Use of**  
**Benefit**  
**Time**  
**Scheduled)**

Vacation  
s

8.1 **Full-Time Nurses .(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_).**

a. Staff Nurses and Nurses-in-Charge with less than three (3) years of service shall accrue vacation benefits at the rate of one and one-half (1 ½) days for each five (5) weeks in the employ at the Hospital, (3 weeks per year). After three (3) years, the rate shall be two (2) days per five (5) weeks, (4 weeks per year). After ten (10) years, the rate shall be two and one half (2 ½) days for each five (5) weeks (5 weeks per year).

b. Nurses in all other classifications shall accrue vacation at the rate of two (2) days per five (5) weeks (4 weeks per year). After ten (10) years, the rate shall be two and one half (2 ½) days for each five (5) weeks (5 weeks per year).

8.2 **Part-Time Nurses .(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_).** Regularly scheduled part-time nurses will accrue vacation benefits on a pro rata basis. Part-time nurses who are

not regularly scheduled and who are otherwise not eligible for such benefits, will accrue vacation benefits at the rate of two percent (2%) of the nurse's gross income during the previous year while in irregularly scheduled part- time or per diem status.

8.3 **Accrual . (Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_)**.—No accrued vacation shall be taken by and no vacation benefits pursuant to Section 8.2 shall be paid to any nurse until she or he has worked six (6) consecutive months for the Hospital. No more than the accumulated unused days vacation may be taken at any one time. No more than eighteen (18) months' vacation allotment may be taken at any one time. Vacation benefits may be accrued up to one and one-half times a nurses' maximum annual accrual, but if a nurse is prevented by the Hospital from taking her or his vacation so that accrued vacation would be lost under this provision, the Hospital will make appropriate adjustments so that the nurse shall not thereby lose accrued vacation time. Pay in lieu of vacation may be granted, with the approval of the Vice President for Patient Care Services. All nurses who have worked at least six (6) months shall be given pro rata vacation pay upon termination.

8.4 **Hospitalization. (Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program As Described in Article \_\_\_\_\_)**. If a nurse is hospitalized during her or his vacation, she or he will be placed on sick leave and her or his

vacation period resumed upon discharge, if this has been requested by the nurse and she or he furnished evidence of her or his hospitalization.

**8.5 Scheduling and Approval. (Applicable to Both Those Nurses Participating in the Hospital's Benefit Time Program as described in Article \_\_\_\_\_, and Those Nurses who Are Not Participating).**

**(a) Requests to use Benefit Time Scheduled for Vacation shall be treated in the same manner as all other requests for vacation.**

**(b) Vacation Periods**

There are three (3) vacation periods through the year. They are as follows:

- I. May 15 through September 14
- II. September 15 through January 14
- III. January 15 through May 14

The request and approval process is as below:

Vacation Period	Initiation of Request	Request Deadline	Response Deadline
I	February 15	March 15	April 15
II	June 15	July 15	August 15
III	October 15	November 15	December 15

Vacations **(including Benefit Time Scheduled other than for holidays)** requested by the appropriate request deadline will be granted on the basis of seniority of the nurses assigned to the



individual units.

All nurses shall be guaranteed at least one (1) full week of vacation within Period I.

During Period I only, a full week of vacation, defined as one (1) week of budgeted hours, shall be considered first, then additional weeks shall be considered. Additional days attached to full weeks will be approved upon the posting of the schedule containing those days.

Approval of requests submitted after the deadline will be considered after timely requests have been handled. These requests will be approved on a first come, first served basis by date of submission.

~~(b)~~(c)      Special Requests

Notwithstanding the above, a nurse with a special life event may be given preference, at the reasonable discretion of the nurse manager, for vacation selection of two (2) weeks or less in any vacation period; provided that such nurse gives notice of her/his vacation selection no sooner than twelve (12) months and no later than six (6) months before the request deadline for the vacation period at issue. If a nurse is dissatisfied with the decision of her/his nurse manager, she/he may request review of that decision by the Vice President for Patient Care Services, whose decision shall be final.

~~(e)~~(d)      The Hospital's goal is to provide on each unit a consistent number of available vacation hours **and Benefit Time Scheduled hours combined** during each schedule. The Hospital will post those hours on the unit. The parties recognize that staffing considerations on a unit may

prevent the Hospital from meeting the goal in a particular schedule(s). The Hospital shall budget sufficient hours in each unit to allow every nurse the ability to take her/his annual (May 15 – May 14) vacation **or Benefit Time Scheduled, as applicable** accrual.

(e)~~(d)~~ Effective January of 2012 for Vacation Periods 1, 2 and 3 of 2012 and Period 1 of 2013 the Hospital and the Association shall conduct a Pilot consisting of the following:

Thirty days prior to the "Initiation of Request" date, the Hospital will post "grids" indicating nurses' choices during each vacation period and the number of vacation hours available.

Requests for vacation (**including Benefit Time Scheduled other than for holidays**) shall be made electronically using the Hospital provided form that was agreed upon during the 2011-2013 negotiations.

In addition to posting the vacation (**including Benefit Time Scheduled**) approvals/denials, the Hospital will post any additional available hours on the "Response Deadline".

This Pilot will end at the conclusion of the approval process for Vacation Period 1 of 2013 unless the Hospital and the Association mutually agree to continue it.

## ARTICLE IX

### Insurance, Hospitalization and Sick Leave

9.1 Medical Insurance. All full-time and regularly scheduled part-

time nurses shall have the option to be covered by Blue Cross-Blue Shield or the Harvard Community Health Plan as in effect at the Hospital on January 1, 1977, except as it may be improved in favor of nurses. For nurses hired before October 1, 1982, the cost of said insurance shall be paid by the Hospital. For nurses hired between October 1, 1982 and April 21, 1992, the cost of said insurance shall be paid by the Hospital, except that all nurses hired during such period will be required to make a 50% contribution for the first six (6) months of coverage to either the individual or family hospital health plan, depending upon their selection, and, in the case of nurses selecting the family plan, a 10% contribution thereafter.

Nurses hired after April 21, 1992 who elect to participate in the medical insurance program and who choose not to participate in the Hospital's Flexible Benefits Program (Section 9.6) will contribute toward the premium for medical insurance on the following basis:

Individual Coverage

<u>Regularly Scheduled Hours Per Week</u>	<u>Percentage of Premium Paid By Nurse</u>
40 hours	0
30-39 hours	5%
20-29 hours	10%

Family Coverage

<u>Regularly Scheduled Hours Per Week</u>	<u>Percentage of Premium Paid By Nurse</u>
30-40 hours	10%

20-29 hours

20%

A nurse who became employed on or prior to April 21, 1992 will be "grandfathered" either under the provisions of Section 9.1 of the 1989-91 Agreement or the practice applicable to nurses hired before October 1, 1982, as the case may be, regardless of any future change in their regularly scheduled hours per week.

9.2 Hospitalization Benefits. The Hospital will accept Blue Cross payments as full payment for semi-private hospitalization for all full-time and regularly scheduled part-time nurses. Clinic services will be available to all nurses at posted charges per past practice. The Hospital will continue to provide laboratory services at no cost to nurses, provided that the services are ordered by the nurse's clinician.

9.3 Paid Sick Leave.

a. **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_)**. Full-time nurses will accrue paid sick leave at the rate of one (1) day for every month worked and extended sick leave at the rate of one-quarter (1/4) day for every month worked. Regularly scheduled part-time nurses will accrue paid sick leave and extended sick leave pro rata. A part-time nurse's daily rate of sick pay and extended sick leave pay will be based on the number of hours she or he would normally have been scheduled to work on that day. Extended sick leave may be used only for absences that exceed one (1) week of the nurse's scheduled hours and are due to the nurse's illness or injury or for childbirth, paternity and /or adoption leave or for time spent on an FMLA leave for another reason. (See also Section 10.8).

b. **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_)**. No nurse shall be entitled to paid sick leave until she or he has been continuously employed at the Hospital for ninety (90) days. Sick leave shall be cumulative up to one hundred and eighty (180) working days.

c. Any absence due to sickness must be reported to the Nurse Administrator or the Nursing Department or for nurses who do not work in the Nursing Department, to their appropriate supervisor, no later than two (2) hours before the time the nurse should have reported to work, except for causes beyond the nurse's control. The Vice President for Patient Care Services may require the nurse to furnish a physician's certificate supporting her or his absence in the case of a nurse who has a record justifying such a requirement. Such a certificate may also be required by the Vice President for Patient Care Services or appropriate supervisor in the case of any sick leave lasting more than five (5) days.

d. **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_)**. A nurse with two (2) or more years of service who terminates her or his employment shall receive one-half (1/2) days' pay for each day of unused sick leave and extended sick leave combined in excess of fifteen (15) days up to a total maximum of seven (7) days of pay.

e. **Absence Due to Illness of a Nurse's Child or Parent**

(i) **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_)**. Paid sick leave benefits may be used by a nurse whose child or parent is sick.

(ii) **(Applicable only to those Nurses participating in the**

**Hospital's Benefit Time Program as described in Article \_\_\_\_\_). Benefit Time must be used by a nurse who is absent from work due to the illness of a child or parent (See Article \_\_\_\_\_ Section \_\_\_\_\_).**

f. **(Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_\_).** During the period October 24, 2011 through February 23, 2013, for any quarter determined by the Hospital on a payroll week basis in which a nurse does not take any unscheduled paid absence and has not been absent without pay, she/he shall be permitted to "cash out" ten (10) hours of her/his accrued sick leave at her/his base rate in effect as of the last day of the quarter. A nurse who has not had any unscheduled paid absence and who has not been absent without pay during the entire period from October 1, 2011 through September 30, 2012 shall be entitled to cash out an additional twenty (20) hours of accrued sick leave. A nurse wishing to exercise this option must submit the request no later than thirty (30) calendar days after the end of the quarter or year in question and must have a minimum of one hundred and twenty (120) hours of accrued sick leave at the time of the request. For purposes of this section only, leave taken under the Family and Medical Leave Act ("FMLA") will not be considered to be an unscheduled paid absence or absence without pay; provided however, that a nurse who is absent during the entire quarter due to FMLA leave will not be entitled to cash out sick leave during said quarter and a nurse who is absent for a portion of a quarter due to FMLA leave (but has not taken any other unscheduled paid absence or been absent without pay for non-FMLA reasons during the quarter) will be entitled to cash out her/his sick leave for the quarter under this section on a pro rata basis. For purposes of this section only, the use of accrued sick leave pursuant to Section 5.4 or the letter between the parties dated April 23, 1997 (a copy of which is attached as an appendix to this Agreement) shall not be considered to be an unscheduled paid absence. This provision will expire on February 23, 2013.

9.4 Disability Insurance. The Hospital shall provide a long-term disability insurance plan for all nurses as provided for other employees.

Effective October 1, 1992, eligibility for coverage will be changed to provide coverage for nurses who are regularly scheduled to work at least twenty (20) hours per week.

9.5 Dental Insurance. The Hospital shall provide for all nurses who work 20 hours or more a week the Blue Cross Blue Shield Master Dental Plan II. Each participant and the Hospital shall pay an equal premium amount, up to a maximum Hospital contribution of two dollars (\$2.00) per week.

9.6 Flexible Benefits Program. The Hospital's Flexible Benefits Program ("FLEX") will be made available to nurses on the same terms and conditions (including nurse contribution levels) as are applicable to other Hospital employees. Any changes in FLEX or its terms and/or conditions (including nurse contribution levels) will be made applicable to nurses on the same basis as they are made applicable to other Hospital employees. Once a nurse has elected to participate in FLEX, that program will be the sole program available to her/him for the types of benefits which are available under FLEX (e.g., medical and dental insurance) and such nurse shall not, thereafter, have the right to receive such benefits on a non-FLEX basis. The Association's representative will be provided an additional fifteen (15) minutes during Nursing Orientation to discuss medical insurance options available to nurses. A Hospital representative may be present during this segment.

Nurses who are employed as of June 3, 1990 were provided the

opportunity to enroll effective July 1, 1990. Nurses who commence employment after June 3, 1990 will be provided the opportunity to enroll during orientation to be effective on the first day of the month coincident with or following enrollment.

9.7 Work-Related HIV and Hepatitis C Benefit Plan.

a. The Hospital will participate in the Work-Related HIV Benefit Plan and the Work-Related Hepatitis C Benefit Plan established for employees of Harvard University and of the Harvard-affiliated medical institutions. The Hospital will continue its participation in the Plans, as they may be changed from time to time. It is understood that the Hospital does not itself operate the Plans. The benefits and eligibility requirements under the Plans shall be as fully provided in the Plan documents. The benefits under said Plans shall be subject to such conditions and limitations as may be set forth in the Plan documents. Any dispute concerning eligibility for or payment of benefits under the Plans shall be settled in accordance with the Plan documents and shall not be subject to arbitration hereunder.

b. In the event a nurse is determined to be eligible for the above Work-Related HIV or Hepatitis C Benefit, such nurse shall be entitled to continue her/his participation in her or his then current medical insurance plan pursuant to Section 9.1 or 9.6 of the 2000 –2002 Agreement. Such participation shall continue until such time as the nurse becomes



eligible

for Medicare. Such participation is subject to any changes or modifications to said medical insurance plans or to this Agreement.

## ARTICLE X

### Leaves of Absence and Excused Absence

10.1 Definition. A leave of absence is an absence from work in the circumstances set forth in this Article X and unpaid except to the extent provided below, and with the understanding that the nurse will return to work at the Hospital at the end of her or his allowed leave.

10.2 Eligibility. A request for a leave of absence must be submitted in writing to the Nurse Manager who will refer it to the Director of the nurse's division for approval or disapproval. The request must be submitted at least two (2) weeks prior to the proposed effective date in the case of categories 10.3 (c), (d), and (f) and one (1) month prior to said date in the case of categories 10.3 (g), (h), and (i). All earned vacation **or Benefit Time, as applicable**, must be taken before any leave of absence specified in paragraph 10.3(h), below, is granted.

10.3 Leave of Absence. Subject to the foregoing, a leave of absence may or will be granted to full-time, regularly scheduled part-time, irregularly scheduled part-time and per diem nurses in the following circumstances as indicated:

To be granted in all appropriate cases:

a. Personal illness

1. Length

(in excess of accumulated sick leave **or Benefit Time, as applicable**) up to one hundred and eighty (180) calendar days.

2. Reinstatement

The Hospital will guarantee an eligible full-time, regularly scheduled part-time or irregularly scheduled part-time nurse the same position provided she is away from her position no more than a total of twelve (12) weeks (paid or unpaid) in accordance with the Family and Medical Leave Act for leave taken under this Section.

3. Effective October 24, 2011, a nurse who is unable to return to work at the end of the 180 day leave (in excess of accumulated sick leave **or Benefit Time, as applicable**) provided in Article 10.3 (a)(1) above shall be continued in extended disability status so long as the nurse is receiving either sick leave benefits **or Benefit Time, as applicable**, or benefits under the Hospital's **short-term or long-term disability insurance plans** or provides in response to the Hospital's request (which will be made no more frequently than every four months) documentation of continuing disability. Extended disability status shall be unpaid and shall end not later

than the date which is two years and ninety (90) days from the first day of the nurse's initial absence from work. The nurse's prior seniority shall not be lost during the period of extended disability status, but the nurse shall not have reinstatement rights under Article 10.4 and shall not accrue any additional benefits

b. Industrial accident

1. Length

Until approved by attending physician for return to work.

2. Reinstatement

The Hospital will guarantee a full-time or regularly scheduled part-time nurse her same position provided her industrial leave does not exceed twelve (12) weeks. The definition of same position shall be that used in Section 10.3 c.4(a). Full-time and regularly scheduled part-time nurses not returning from an industrial accident leave of absence within twelve (12) weeks will be reinstated in accordance with the provisions of Section 10.4. A per diem nurse returning from an industrial accident leave of absence will be placed on the per diem list, but will not be guaranteed any specific position. An irregularly scheduled part-time nurse returning from an industrial accident leave will be reinstated in accordance with the provisions of

#### Section 10.4.

3. Effective October 1, 1993, for nurses who are then on a leave of absence for industrial accident or who may thereafter begin such a leave, in computing seniority for purposes of vacation scheduling (Section 8.5), vacancies (Section 11.2) and reduction in force (Section 11.3) and in computing the "thirty-six (36) consecutive months of service" and "eight (8) years of consecutive service" under the third paragraph of Section 6.5 (Rotation), periods during which a nurse was on a leave of absence for reasons of industrial accident only shall be credited based on the nurse's regularly scheduled hours as of the date the leave began. For nurses who are on such a leave as of October 1, 1993, any period of their leave prior to that date shall be discounted and not credited in such computations.
- c. Pregnancy, Childbirth, New Born Care/Paternity or Adoption
1. Definitions
    - (a) Pregnancy - shall mean any leave because of an illness relating to pregnancy.
    - (b) Childbirth - shall mean any leave taken for the purpose of giving birth.
    - (c) New Born Care/Paternity - shall mean any leave relating to the care of a nurse's child within one (1) year of the

birth of the child. For purposes of this Section 10.3 a “child” means a biological, adopted or foster child, a step child or a legal ward.

- (d) Adoption - shall mean any leave requested for the purpose of caring for a child not the nurse’s natural child.

## 2. Length

The maximum length of a pregnancy, childbirth, new born care/paternity or adoption leave cannot exceed one hundred and twenty (120) days following the use of any accumulated sick and/or vacation **or Benefit Time** hours, **as applicable,** **and** as outlined below.

- (a) Pregnancy - may commence at any point during the pregnancy upon presentation of an attending physician’s certificate verifying the illness or inability to perform the duties of a nurse. Upon the completion of a pregnancy leave the nurse may apply for a Personal Illness Leave for an additional sixty (60) days.
- (b) Childbirth - may commence after the twenty-eighth (28<sup>th</sup>) week of pregnancy.
- (c) New Born Care/Paternity - may commence after the birth of a nurse’s child, but no later than one (1) year after the birth.
- (d) Adoption - may commence upon the earlier of the decree of adoption or approval by the court of temporary custody following a petition for adoption.

3. Salary continuation prior to commencement of leave.

(a) Pregnancy - the nurse shall be entitled to use any accumulated sick time. An attending physician's certificate shall be required.

(b) Childbirth, New Born Care/Paternity or Adoption.

(1) A nurse scheduled for forty (40) hours per week prior to leave and intending to return to full-time status (40 hours per week) at the end of the leave, will be paid all accrued sick ~~hours, all accrued holiday hours, and all accrued vacation hours~~ **or all accrued Benefit Time hours, and short-term disability benefits as applicable**. These hours are to be paid on a weekly basis based on scheduled hours in effect at the time of the leave, up to twelve (12) calendar weeks or until accrual is exhausted, whichever comes first.

(2) A nurse scheduled for regular part-time (20-39) hours prior to her leave and intending to return to her same scheduled hours at the end of the leave will be paid all accrued sick ~~hours, all accrued holiday hours, and all accrued vacation hours~~ **or all accrued Benefit Time hours, and short-term disability benefits as applicable**. These hours are to be paid on a weekly basis based on scheduled hours in effect at the time of the leave, up to twelve (12) calendar weeks or until accrual is exhausted, whichever comes first, except that a nurse who is regularly scheduled to work a twelve (12) hour shift every weekend or every other weekend may receive twelve (12) hours of accrued sick pay and up to eight (8) hours of accrued vacation pay **or up to twenty (20) hours of accrued Benefit Time hours, and short-term disability benefits as applicable**, in order to receive his/her normal day's pay.

(3) The nurse in a full-time status (40 hours/week) who

intends to return to a full-time status at the end of her leave, but while working must temporarily reduce her hours to regularly scheduled part-time for health reasons may supplement those hours with accrued sick and/or vacation hours **or with accrued Benefit Time Hours, and short-term disability benefits, as applicable**, with total hours of all types not to exceed forty (40) hours per week. For purposes of performance appraisal R.N.s utilizing accrued sick hours in this situation will not be considered as abusing sick time.

(4) A nurse scheduled for irregular part-time (1-19) hours prior to her leave and intending to return to her same scheduled hours at the end of the leave will be paid all accrued sick hours. These hours are to be paid on a weekly basis based on scheduled hours in effect at the time of the leave, up to twelve (12) calendar weeks or until accrual is exhausted, whichever comes first.

#### 4. Reinstatement

(a) Pregnancy, Childbirth, New Born Care/Paternity, or Adoption - The Hospital will guarantee a full-time, regularly scheduled part-time or irregularly scheduled part-time nurse her same position provided she is away from her position for no more than a total of twelve (12) weeks (paid or unpaid) for all leave taken under Section 10.3(c).

The definition of same position is a position that has the same job title, base hourly rate of pay, shift rotation (including 12 hour weekend employees only), seniority (length of service), scheduled hours per week<sup>4</sup>, service and unit as worked prior to the start of the leave.

For those full-time, regularly scheduled part-time or irregularly scheduled part-time nurses not returning from

---

<sup>4</sup> For those nurses who want to either increase or decrease their scheduled hours from those worked prior to the leave the request will be subject to availability.

their pregnancy, childbirth, new born care/paternity or adoption leave in the twelve (12) week period outlined above they will be reinstated in accordance with the provisions set forth in Section 10.4.

A per diem nurse returning from pregnancy, or childbirth, new born care/paternity or adoption leave will be placed on the per diem list, but will not be guaranteed any specific position.

- d. Military service;
- e. Illness in the immediate family (mother, father, mother-in-law, father-in-law, sister, brother, spouse, son, daughter or other relative who lives in the nurse's household) requiring the presence of the nurse up to ninety (90) days. The immediate family shall also include: sister and brother-in-law and person living in the nurse's household;
- f. Jury Duty. Jury pay will be supplemented by the Hospital up to the total pay that the nurse would normally have received during the period of the jury duty;

May be granted at the discretion of the Vice President for Patient Care Services:

- g. Full-time study in an organized course of instruction at a recognized college, university or other educational institution provided that the study is in a field related to the nurse's present occupation at the Hospital and that she or he plans to return to her or his position at the Hospital, up to two (2) calendar years;
- h. Travel, up to sixty (60) days, provided that no more than four (4) weeks of such leave may be taken during the months of June, July, August or September, and that a nurse must have worked twelve (12) consecutive months after any such leave before she or he is eligible to request a second leave of absence for travel;



i. Other reasons. Leaves of absence for reasons other than the above may be granted in the discretion of the Vice President for Patient Care Services on an individual basis for good and sufficient cause.10.4 Reinstatement.

a. Full-time, Regularly Scheduled Part-time, and Irregularly Scheduled Part-time Nurses. Upon returning from a leave of absence, a full-time or regularly scheduled part-time nurse shall be reinstated to her or his former position and department. If said position or a comparable one is not available, the nurse will be placed in a position for which she or he is qualified and be given the opportunity to return to her or his former position and department. If said position or a comparable one is not available, the nurse shall be reinstated at her or his same rate of pay unless or until she or he is offered and she or he accepts or declines a comparable or same position.

b. Per Diem Nurses

Upon returning from a leave of absence, a per diem nurse will be placed on the per diem list, but will not be guaranteed any specific position.

10.5 Accrual of Benefits. Benefits shall be accrued to the extent of the number of days of leave of absence shown in the following table for the various categories of benefits and the various types of leaves of absence:

	Sick Time	Vacation	Benefit Time	Medical Insurance
10.5(a) Personal illness	30	60	60	90
Industrial Accident	30	60	60	360
Pregnancy, Childbirth New Born Care/Paternity And Adoption	30	60	60	90
Military Service	30	60	60	60
Illness in the Immediate family	30	60	60	60
Jury Duty	30	60	60	60
10.5(b) Full-time study	0	0	0	60
Travel	0	0	0	60
Other	0	0	0	30

The nurse must make prior arrangements with the Human Resources Department of the Hospital to continue medical insurance at her or his own expense if she or he so desires.

10.6 Special Cases. Any nurse who will be absent for just reason for a period of less than (2) weeks may, in the discretion of the Vice President for Patient Care Services, be continued as a special case in the status of employment without pay with accrual of benefits other than

holiday pay.

Any nurse who has been absent for just reason for a period of more than two (2) weeks must request a leave of absence, if eligible, resign, or she or he will be terminated.

#### 10.7 Special Absence.

a. Bereavement. A leave of three (3) days with pay will be given to a full-time or regularly scheduled part-time nurse after ninety (90) days of continuous employment with the Hospital in the event of death in her or his immediate family (mother, father, mother-in-law, father-in-law, grandparents-in-law, sister-in-law, brother-in-law, grandparents, sister, brother, spouse, son, daughter, or person living in the nurse's household). The three (3) days may be taken within the thirty (30) day period following the date of death after notice to and approval of the employee's supervisor of the dates to be taken off, unless they are the three (3) days following date of death, in which case the nurse is only required to give notice that she/he is taking leave.

b. Active/Reserve Duty. Effective October 24, 2011, any full-time and regularly scheduled part-time nurse who has been continuously employed for at least ninety (90) days who is required to serve on active military duty will receive supplemental pay equal to the difference between (i) the nurse's military pay and (ii) the base pay the nurse would have received for regularly scheduled hours had the nurse continued to work for the Hospital during the period of military service leave. To be eligible for supplemental pay under this section, the nurse will be required to submit a copy of her or his military orders (and must have done so at the earliest practicable time) and to provide evidence of the amount of military pay received by the nurse. A nurse may use accrued leave time **(including Benefit Time, if applicable)** during any period of

military service, but shall not receive supplemental pay with respect to any such period for which accrued leave time is used. **Vacation or Benefit Time, as applicable**, and seniority shall continue to accrue based on scheduled weekly hours during the period of military service leave.

10.8 Family and Medical Leave Act. The foregoing leaves of absence provisions shall be superseded by the Family and Medical Leave Act of 1993 (FMLA) to the extent that such is required by the Act.

**a. Applicable Only to Those Nurses Who are Not Participating in the Hospital's Benefit Time Program as Described in Article \_\_\_\_).**

A nurse on an FMLA leave for her/his own illness or injury (including intermittent leave) will be paid her/his accrued sick leave and extended sick leave (to the extent permitted by Section 9.3 a) and may at her or his option also use accrued holiday time and/or vacation time. Provided however, that if the nurse is on an FMLA leave for her/his own illness or injury, the nurse must first use all accrued sick leave and extended sick leave (to the extent permitted by Section 9.3 a.) before accessing vacation or holiday time. A nurse on FMLA leave (including intermittent leave) for any reason other than the nurse's own illness or injury may at her or his option use accrued sick leave, extended sick leave, holiday time or vacation time. In addition, any nurse who wishes to be paid vacation or holiday time while on an FMLA leave must comply with the same certification requirements as would be required if the nurse was to be paid from accrued sick leave or extended sick leave for such FMLA leave. (See also Section 9.3a).

**b. Applicable Only to Those Nurses Who are Participating in the Hospital's Benefit Time Program as Described in Article. A nurse on an FMLA leave for her/his own illness or injury (including intermittent leave) will be paid her/his accrued**

**Benefit Time, and if eligible short-term disability benefits which may be supplemented by ESL in accordance with Article. A nurse on FMLA leave (including intermittent leave) for any reason other than the nurse's own illness or injury will be paid from her/his accrued Benefit Time.**

c. Effective October 24, 2011, while a nurse is on jury duty (including grand jury duty) or military leave, the Hospital shall credit the nurse's regularly scheduled hours during the period of such leave toward eligibility for FMLA leave.

## ARTICLE XI

### Various

11.1 (a) Seniority. Effective October 1, 1996, seniority shall be defined as length of continuous employment as a registered nurse in a bargaining unit position, provided that no nurse who is a member of the bargaining unit as of that date will suffer a loss of seniority as a result of the application of this definition. For purposes of computing said seniority this shall be by the number of hours paid since the date of hire.

A nurse will acquire seniority after completing a ninety (90) day probationary period, and her or his seniority will then date from the date of employment in a bargaining unit position. Any nurse returning within one (1) year of the last day paid prior to resignation from a bargaining unit position shall be entitled to reinstatement with no loss of benefits or seniority rights, as follows:

Seniority - credited with seniority as of last day paid prior to

resignation from a bargaining unit position.

**Nurse Participating in Benefit Time - A nurse who was participating in the Hospital's Benefit Time Program as of the date of her/his resignation will be required to continue to participate in such program upon re-hire, and will be credited with length of service as of the last day paid prior to resignation from a bargaining unit position for purposes of accruals.**

**Nurse Not Participating in Benefit Time- A nurse who was not participating in the Hospital's Benefit Time Program as of date of her/his resignation will not be permitted to participate in such program upon re-hire, and will continue to accrue vacation, sick and holiday time in accordance with the terms of this Agreement.**

Vacation - **(if applicable)** credited with length of service as of last day paid prior to resignation from a bargaining unit position.

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

Sick Leave – **(if applicable)** credited with number of days of unused sick leave as of last day paid minus the number of days cashed in to receive one- half days' pay for each pursuant to Section 9.3(d).

Salary - if returning to a position at same salary level as of

resignation from a bargaining unit position - same step number. Time between resignation from a bargaining unit position and return does not count toward time required for salary review.

if returning to a position at a lower salary level than as of resignation from a bargaining unit position - rate which is 5% lower for each level below the rate which would apply if the nurse was reinstated to same position from which resignation from a bargaining unit position occurred. Time between resignation from a bargaining unit position 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 resignation from a bargaining unit position - same as would apply if promoted i.e., anniversary date as it may be adjusted determined pursuant to Section 5.5(a). Time between resignation from a bargaining unit position and return does not count toward time required for salary review.

The provisions of the preceding sentence shall apply as follows:

(i) as of October 1, 1987, to a nurse returning on or after that date within one (1) year of her/his last date paid prior to resignation from her/his employment with the Hospital;

(ii) as of October 1, 1998, to a nurse returning on or after that date within one (1) year of her/his last date paid prior to resignation from a bargaining unit position, (but while remaining employed by the Hospital), if such resignation shall have occurred on or before November 8, 2004;

(iii) as of November 8, 2004, to a nurse with at least ten (10) years of seniority in the bargaining unit returning within one (1) year of her/his last date paid prior to resignation from a bargaining unit position, (but

while remaining employed by the Hospital), if such resignation shall occur on or after November 8, 2004, provided that a nurse shall be eligible for reinstatement rights under this clause (iii) only once, and shall not be entitled to reinstatement rights under this clause (iii) if the nurse has previously exercised reinstatement rights under clause (ii) above.

11.1 (b) The provisions of section 11.1 (a) shall not apply, and a nurse shall be entitled to reinstatement to her/his bargaining unit position with no loss of benefits or seniority when the nurse temporarily transfers from a bargaining unit position to a non-bargaining unit position (while remaining employed by the Hospital) under the following circumstances: (1) when the incumbent in the non-bargaining unit position is on an approved leave of absence (including for purposes of this section any approved extensions of an initial leave); or (2) when there is a vacancy in the non-bargaining unit position and the Hospital is actively recruiting to fill such vacancy. Provided, however, such temporary transfers cannot exceed the lesser of (1) one year or (2) the length of the approved leave of absence (including any approved extensions of an initial leave) or period during which the Hospital is actively recruiting to fill the vacancy, whichever is applicable, and the number of such temporary transfers shall be limited to two per nurse. In the event a nurse with at least ten years of seniority temporarily transfers into a non-bargaining unit position pursuant to this section, and during the period of such temporary transfer, the nurse is offered and accepts the non-bargaining unit position on a permanent basis, the period of temporary transfer shall not count as one of the nurse's two eligible temporary transfers and the provisions of



Section 11.1(a)(iii) shall apply with the one year period commencing on the first day of the temporary transfer.

11.1 (c) Loss of Seniority.

Seniority (and all rights and benefits under this Agreement) shall terminate and be lost by the nurse for any of the following reasons:

- (1) Voluntary resignation;
- (2) Discharge in accordance with Section 11.6;
- (3) Failure on recall from layoff to report to work in accordance with Section 11.3 (f);
- (4) After layoff of twelve (12) months;
- (5) Other employment during a leave of absence without the approval of the Hospital, which approval will not be unreasonably withheld;
- (6) Failure to return upon the expiration of leave of absence;
- (7) An absence from work for more than three (3) consecutive work days without notifying the Hospital before the expiration of said three (3) consecutive work days, except where reasons beyond the control of the nurse prevent such notification; or
- (8) With respect to nurses beginning an industrial accident leave on or after October 1, 1996, not performing work for the Hospital for a period of eighteen (18) months, provided that any nurse who submits medical verification from her/his physician which indicates that she/he is expected to return within six (6)

additional months, after the end of said eighteen (18) months,  
and who actually returns within such six (6) additional months, will not lose her/his seniority under this provision.

Nothing in this section shall be deemed to affect any nurse's right to bridging under Section 11.1 (a).

11.2 Vacancies. Vacancies in positions above staff nurses shall be posted electronically for a period of ten (10) calendar days. Any nurse interested in any such vacancy shall make application to the Vice President for Patient Care Services/designee. The positions shall be filled on the basis of qualifications (including such factors as experience, education, employment record and ability) and when two (2) or more nurses are found to be relatively equally qualified, seniority will be the determining factor. Applicants will be evaluated and appointments made by the Vice President for Patient Care Services/designee, subject to the Association's right to utilize the grievance procedure provided below. Vacancies in staff nurse positions including tour of duty will be posted electronically for a period of ten (10) calendar days. Nurses shall make application to the Vice President for Patient Care Services/designee. Nurses who apply for a position of the same job classification shall be granted that position on the basis of qualifications (including such factors as experience, education, employment record and ability) and when two (2) or more nurses are found to be relatively equally qualified, seniority will be the determining

factor in filling said position within said nursing unit. The Hospital will post vacant benefit ineligible hours on the units as the method to offer such hours to nurses who may be interested in increasing their scheduled hours. A nurse who has seven (7) or more years of seniority in the bargaining unit may opt to fill a posted variable hour position as a non-variable position.

For the period October 24, 2011 through September 30, 2013, the preceding sentence shall not be effective, and the provisions of this sentence shall govern: A nurse who has five (5) or more years of seniority in the bargaining unit may opt to fill a posted variable hour position as a non-variable position. As of October 1, 2013, the preceding sentence shall cease to be effective and the provisions of the ninth sentence of this section shall govern.

11.3 Reduction in Force. If the Hospital decides to lay off nurses in a particular job classification for lack of work or other business or operating reasons, the Hospital shall give the Association advance notice thereof and, unless both parties agree to confer relative to an alternative procedure, the following procedures shall apply:

a. The Hospital will notify all nurses whom it determines are in positions to be reduced that they are scheduled for layoff, provided that such notices shall be provided to nurses in inverse order of their seniority within the shift and unit where the reductions are taking place. All nurses so notified shall be slotted on a list of all nurses scheduled for reduction in the order of their seniority, and shall be entitled to follow the procedures set forth in subsection 11.3b below.

For purposes of Section 11.3, shifts are: days, evenings, nights, rotator, twelve hour weekend days, twelve hour weekend nights, and non-standard. A non-standard shift is a shift in which the starting time varies by more than one (1) hour from the starting time for any standard shift in the unit of the same length. Each non-standard shift in a unit will be considered a separate and distinct shift with regard to a reduction in force. In the event that a nurse holding a position in a non-standard shift is scheduled for layoff, the procedure set forth in Section 11.3 shall apply, except that with regard to Section 11.3b.3(a) and (b), the nurse scheduled for layoff will be classified for purposes of "same shift" as working the standard shift in her/his unit in which the majority of the hours on her/his shift fall. (For example, a nurse holding a position with the 6:00 p.m. to 2:30 a.m. non-standard shift in a unit where the standard evening shift is

4:00 p.m. to 12:30 a.m. will be classified as "evening shift"). In the event that the hours of a non-standard shift fall evenly over two standard shifts, the nurse may elect to classify herself/himself for purpose of "same shift" as either of the standard shifts. (For example, a nurse holding a position with the 8:00 p.m. to 4:30 a.m. non-standard shift in a unit where the standard evening shift is 4:00 p.m. to 12:30 a.m. and the standard night shift is 12 midnight to

8:30 a.m. may classify herself/himself as either evening shift or night shift).

Such election will be made after the nurse is provided with her/his options for both shifts as described in Section 11.3b. For purposes of displacing a nurse in a non- standard shift the non-standard shift

shall be classified as it is for payroll purposes; provided, however, that in the event the hours of a non-standard shift fall evenly over two (2) standard shifts, the nurse in such non-standard shift may be displaced by a nurse from either of the two (2) standard shifts.

b. A nurse on the list created under subsection 11.3a above,

in order of the nurse's seniority:

1. May fill a vacancy from a list of vacancies which are available at the time, if the nurse is competent to perform the duties of the positions<sup>5</sup>;
2. If the nurse does not fill a vacancy, under Subsection 11.3bl, the nurse may displace any less senior nurse regardless of shift and hours in the nurse's job classification or in any job classification which pays the same or lower rate than the nurse's job classification within the nurse's Hospital unit, if the nurse is competent to perform the duties of the position;
3. (a) If the nurse does not displace under subsection 11.3b2, the nurse must displace the least senior nurse with the same shift and hours in the nurse's job classification in any Hospital unit, if the nurse is competent to perform the duties of the position; or  
  
(b) A nurse may displace the least senior nurse with the same shift and hours in any other job classification which pays the same or lower rate than the nurse's job classification in any hospital unit if the nurse is competent to perform the duties of the position;
4. If the nurse does not displace under subsection 11.3b3, the nurse may displace the least senior nurse in the Hospital with the same number of hours or with up to eight (8) hours more or down to eight (8) hours fewer, at the nurse's option, either in the nurse's job classification; or in any job classification which pays the same or lower rate than the nurse's job classification, irrespective of shift and Hospital unit, if the nurse is competent to perform the duties of the position.
5. If a nurse does not displace under subsection 11.3b4, the nurse may displace the least senior nurse in the Hospital either in the nurse's job classification or in any job classification which pays the

---

<sup>5</sup> During the period prior to a reduction in force, the Hospital will continue its normal vacancy filling process with regard to vacancies which the Hospital decides to fill.

same or lower rate than the nurse's job classification, irrespective of shift and hours and Hospital unit, if the nurse is competent to perform the duties of the position.

A nurse who is scheduled for reduction will be required to exercise her or his choice within forty-eight (48) hours of notification of her or his options. A nurse who displaces into a job classification which pays a lower rate than the nurse's job classification shall assume the rate of the new job classification. In order to displace under the foregoing, a nurse must be more senior than the nurse being displaced. For purposes of these procedures, a nurse who is scheduled for reduction and who occupies a twenty-four (24) hour weekend position will have the option to be treated as either a forty (40) hour or a twenty-four (24) hour nurse. Any nurse who is displaced by a nurse on the list of nurses scheduled for reduction, shall be slotted in turn on such list in the order of the nurse's seniority and shall be eligible to participate in the procedures set forth above. For purposes of these procedures, a "Hospital unit" shall mean the "cost center" assigned to such unit by the Hospital, provided that the Hospital shall not assign or reassign cost centers in an unreasonable manner or for the purpose of evading these procedures. Also, for purposes of these procedures, a nurse shall be deemed "competent" if, in the reasonable judgment of the Hospital, the nurse is qualified to perform the duties of the position with a reasonable period of orientation.

c. Any nurse on the reduction list who does not fill a vacancy or displace as set out above (including a nurse who could have displaced in her job classification under subsection 11.3b3(a) above and didn't) shall be laid off, provided that no such lay off may be effective until the expiration of a notice period equal to the period of notice the nurse would be required to give for voluntary termination. Such notice period shall commence when the nurse is initially notified that she is scheduled for layoff.

d. Recall from layoff shall be according to seniority with the most senior nurse being offered recall to a vacancy in the nurse's job classification or to any other job classification which pays the same or lower rate than the job classification which the nurse held at the time of

lay off, provided the nurse is competent to perform the duties of the position. For purposes of this subsection 11.3d, the term "vacancy" shall mean a vacancy which has not been filled pursuant to Section 11.2. A nurse who accepts recall to a job classification which pays a lower rate than the job classification which the nurse held at the time of layoff shall assume the rate of the new job classification.

A nurse may remain on the recall list and retain seniority for one (1) year during which period the nurse must accept recall to a position in the unit from which the nurse was laid off with the same shift and hours or lose any further recall rights. The nurse shall otherwise have the right to refuse any position offered to the nurse during this one (1) year period.

e. Nurses on layoff will retain all accrued benefits for a period of one (1) year. Nurses who are laid-off shall have the option to receive all vacation pay **or Benefit Time, as applicable**, tuition reimbursement for courses the nurse was currently taking and to buy into one of the Hospital's health plans for the COBRA period.

f. Seniority will be lost and recall rights terminated by failure to return to work when recalled from layoff within two (2) weeks after notice of recall by registered or certified mail to the nurse's last known address.

g. The Hospital will not oppose the collection of unemployment compensation by any nurse who is laid off as a result of a reduction in force or who declines recall except to a position with the same shift and hours as the nurse held at the time of layoff.

h. A nurse employed under a grant or a reimbursable account whose position has been selected for reduction shall not be subject to the foregoing procedures. Any such nurse who is scheduled for layoff may displace the least senior nurse in the same job classification under the grant or reimbursable account, provided the nurse is more senior than the nurse to be displaced, the nurse is competent to perform the work of the nurse to be displaced, and the nurse is willing to work the shift and work schedule of the nurse to be displaced. If the nurse is not willing or able to displace, the nurse

will be laid off. A nurse who is not employed under a particular grant or reimbursable account may not displace another nurse under that grant or reimbursable account. Nurses will not be assigned to reimbursable accounts in an unreasonable manner or for the purpose of evading the reduction in force process.

i. Agency and per diem nurses in a job classification will not be used in a particular Hospital unit in order to avoid retaining a full-time or regularly scheduled part-time nurse or recalling a full-time or regularly scheduled part-time nurse from layoff. Any full-time or regularly scheduled part-time nurse who is laid off will be given priority consideration for per diem work in the nurse's job classification or in any job classification with the same or lower rate of pay than the nurse's job classification which the nurse is competent to perform.

In the context of a reduction in force, per diem and/or agency nurses will not be utilized by the Hospital except for the following purposes:

1. to fill in for expected and unexpected absences due to nurses taking paid or unpaid time off, in order to maintain minimum staffing levels;
2. to replace a nurse who is on a leave of absence, or short term industrial accident absence;
3. to temporarily fill vacant hours which the Hospital intends to fill; or
4. to meet temporary increases in patient volume or acuity which the Hospital determines may not be sustained.

j. Super Seniority for the purpose of layoff shall be granted to the Chair and Vice Chair of the Association Nurse's Committee provided that the Hospital is notified of the identity of such nurses in writing in advance of a layoff announcement and further provided that such officers perform contract administration functions while in office.



k. Section 11.1 (Salary) of this Agreement shall be used to determine the salary of a nurse who either displaces into or is recalled to a job classification which pays a lower rate than the nurse's most recent job classification or who performs per diem work in a job classification which pays a lower rate than the nurse's job classification at the time of layoff.

11.4 Non-Discrimination. Neither the Hospital nor the Association will discriminate against any nurse or applicant for employment because of race, color, creed, sex, national origin, marital status, physical handicap, religious belief or veteran's status in violation of applicable laws. The Hospital agrees to abide by its obligation under state and federal handicap and disability statutes to provide reasonable accommodation regarding a nurse's work assignment.

11.5 Probationary Period. Each new nurse shall be deemed a probationary nurse for a period of ninety (90) calendar days of employment during which period the Hospital may terminate or otherwise modify her or his employment in its sole discretion.

11.6 Discipline and Discharge. No nurses, other than a probationary nurse, shall be disciplined or discharged except for just cause. No derogatory entries shall be entered in a nurse's personnel record during her or his period of employment without notice to the nurse.

11.7 Professional Development.

a. The Hospital will establish a Professional Development Fund in the amount of \$500,000 per fiscal year to be used for

reimbursement of tuition, specialty certification and professional meeting expenses. Reimbursement to an individual nurse for all such expenses shall not exceed \$2,600 per fiscal year.

b. Professional Meetings. The Hospital will make every reasonable effort to schedule each nurse who is regularly scheduled to work at least thirty-six (36) hours per week for two (2) paid days off per fiscal year to attend professional or educational meetings, except meetings whose primary subject matter is collective bargaining.

The Hospital will make every reasonable effort to schedule each nurse who is regularly scheduled to work at least twenty (20) hours but less than thirty-six (36) hours per week for one (1) paid day off per fiscal year to attend professional or educational meetings, except meetings whose primary subject is collective bargaining.

The Hospital will make every reasonable effort to schedule each irregularly scheduled and per diem nurse for one (1) paid day off in any anniversary year as it may be adjusted if such nurse worked 1,040 hours or more during the prior anniversary year as it may be adjusted to attend professional or educational meetings, except meetings whose primary subject is collective bargaining. Any such nurse who worked less than 1,040 hours during the prior anniversary year as it may be adjusted shall be eligible every two (2) years.

For purposes of this Section 11.7 only, a "paid day off" shall be the number of hours per day that a nurse is regularly scheduled to work. For example, for a nurse who is regularly scheduled to work thirty-six (36) hours per week consisting of three (3) twelve (12) hour shifts, a "paid day off" shall be twelve (12) hours and for a nurse who is regularly scheduled to work thirty-two (32) hours consisting of four (4) eight (8) hour shifts, a "paid day off" shall be eight (8) hours. For those nurses who are regularly scheduled to work shifts that vary in length, a paid day off shall be the number of hours in the shortest shift that a nurse is regularly scheduled to work. For example, for a nurse who is regularly scheduled to work forty (40) hours per week consisting of two (2) eight (8) hour shifts and

two (2) twelve (12) hour shifts, a paid day off shall be eight (8) hours. Provided, however, the Hospital shall schedule a nurse who is regularly scheduled to work shifts of varying lengths so that such nurse is not required to work an additional day or lose pay as a result of her/his attendance at a professional meeting.

Reimbursement for registration, travel, lodging and meals will be a maximum of three hundred and fifty dollars (\$350) per fiscal year, effective October 1, 2004 such maximum will be five hundred dollars (\$500) per fiscal year for presenter, panel participant, poster or exhibit session presenter or attendee. Reimbursement will be given upon the proof of attendance at the conference and the presentation of receipts.

The Hospital will make a reasonable effort to provide staffing coverage so nurses can attend Hospital in-service programs.

#### c. Specialty Certification Reimbursement

1. Eligibility. Reimbursement for registered nurse certification expenses is available to nurses who meet the following requirements:
  - (a) The applicant must be a full-time or regularly scheduled part-time nurse at the Hospital at the time of the certification examination.
  - (b) The applicant must be taking an examination for initial certification or recertification for a national specialty examination that has been approved by the Vice President for Patient Care Services in her sole judgment, which approval will not be unreasonably withheld.
  - (c) The subject of the certification must be in a specialty consistent with the nurse's primary area of work at the Hospital.
2. Payment and Reimbursement. To a maximum of three hundred dollars (\$300) per fiscal year, a nurse will be eligible for reimbursement of expenses for initial

certification or recertification. Such reimbursement will be made upon presentation of proof of attaining the certification. Application for reimbursement must be completed within one (1) month after attaining the certification.

d. Tuition Reimbursement

1. Eligibility. Registered nurse scholarship aid is available during fall, spring, and summer semester to those who meet the following requirements:
  - (a) The applicant must be currently registered or in the process of obtaining registration to practice in the Commonwealth of Massachusetts. Her or his licensure must be completed by the end of the semester for which she or he is receiving aid.
  - (b) She or he must be a full-time nurse at the Hospital or a regularly scheduled part-time nurse during her or his period of study.
  - (c) She or he must have been accepted or have applied for undergraduate or graduate study at an accredited college or university.
  - (d) Her or his course of study must be toward a degree in nursing, if at the bachelor's level, or toward a degree in a field related to nursing or their nursing position, if at the master's or doctorate level. Nurses, who are enrolled in schools which do not have B.S.N. degree programs and/or nurses who plan to use the credits at a later time in a B.S.N. or above cited advanced degree program, shall be reimbursed for such credits provided that they inform the Hospital of the School at which they plan to apply the credits. The Hospital may require confirmation from the school that the credits would be acceptable to the school.
  - (e) Her/his professional study is in a professionally related course which is offered by an accredited/approved institution of higher education, has direct relation to the

position the nurse is filling and will improve the care of the patients for whom the nurse is responsible. Payment is made only when the course is satisfactorily completed.

2. Payment and Reimbursement. To a maximum of twenty six hundred dollars (\$2,600) per year, effective for courses ending on or after October 1, 1998, a qualified nurse will be eligible for payment or reimbursement of tuition. Tuition as used in this Section shall include fees levied by state (Massachusetts) colleges and universities which the Hospital determines are surrogates for tuition. The Hospital will reimburse the nurse for the cost of New York State Regents' examinations or challenge examinations or for tuition allowance at the completion of the semester upon the submission of the applicant's bursar's receipt for tuition and notation of a passing grade.

Applicants to whom a scholarship is granted will be required to complete a term of employment, at the Hospital, of not less than six (6) months from the date of completion of the course or courses for which scholarship assistance is made. Those who do not comply with this requirement will refund to the Hospital the full amount of the scholarship. In certain special circumstances, the Vice President for Patient Care Services may waive this requirement. Applications must be submitted in accordance with the schedule established by the Vice President for Patient Care Services.

The Vice President for Patient Care Services of the Hospital will review all applications and approve them if they conform to the conditions above stated and if sufficient funds are available.

e. Annual Payment for Specialty Certification

Eligibility: Annual payment for registered nurse certification is available to staff nurses, nurses in charge and staff education instructors who meet the following requirements. The applicant must be employed as a staff nurse, nurse in charge or staff education instructor at the Hospital at the time the proof of certification is presented. The applicant must be certified as of January 1, in any year in which payment is sought in a national specialty certification that has been approved by the Vice President for Patient Care Services in her sole judgment, which approval

will not be unreasonably withheld. The subject of the certification must be in a specialty consistent with the nurse's primary area of work at the Hospital.

Payment and Reimbursement: A full time or regularly scheduled part-time nurse as of January 1 who meets the above eligibility requirements will be eligible for a payment of \$500.00 annually. A per diem nurse as of January 1 who meets the above eligibility requirements will be eligible for a payment of \$350.00 annually. Such payment will be made upon proof of certification, as of January 1, for any year in which payment is sought. Proof of certification must be presented between January 1 and January 31. The maximum annual payment a nurse may receive under this section is \$500.00 if she/he is a full-time or regularly scheduled part-time nurse, or \$350.00 if she/he is a per diem nurse, regardless of the number of specialties in which the nurse is certified. The benefits under this section are in addition to benefits available under the Professional Development fund set forth in Section 11.7a.

#### 11.8 Education Differential.

a. Effective December 17, 2006, a full-time nurse 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 ten dollars (\$10.00) per week. Regularly scheduled part-time nurses shall receive the B.S. differential at the rate of two dollars and fifty cents (\$2.50) per week and the M.S. differential at the rate of five dollars (\$5.00) per week. This provision shall be applicable to Staff Nurses, Nurses-In-Charge, and Clinical Nurses only.

b. Nurses who hold advanced degrees other than in nursing shall be compensated for that degree as provided for in Section 11.8(a) when that degree is appropriate to the position they hold, as determined by the Hospital through the Vice President for Patient Care Services.

#### 11.9 Liability Insurance. The Hospital shall without cost to the

nurse, provide liability insurance in the amount of \$500,000 per claim/\$1,000,000 in the annual aggregate, or higher limits in accordance with the Hospital policy.

11.10 Worker's Compensation. The Hospital shall insure each nurse under the Massachusetts Worker's Compensation Law. A nurse may draw upon her or his sick leave **or Benefit Time, as applicable**, for the difference between her or his regular net salary and worker's compensation benefits for the period of her or his accumulated unused sick leave **or, in the case of a nurse who is participating in the Hospital's Benefit Time Program, until the amount of the nurse's Benefit Time accruals are no greater than twice her/his regularly scheduled hours**, at expiration of which period the Hospital will make up the difference between the worker's compensation benefits and one hundred percent (100%) of the nurse's net salary for a period up to thirty (30) additional calendar days.

11.11 Orientation. The orientation for new graduates shall be a minimum of four (4) months - three (3) with a preceptor and one (1) with appropriate assignments. A new graduate is a registered nurse who has not previously worked as a registered nurse. For new staff nurses (other than new graduates), a plan will be designed based on an assessment of the nurse's prior experience, critical thinking, and technical and interpersonal skills. The plan will be developed by a staff educator and reviewed by the new nurse, the preceptor and the nurse manager. Each unit shall have an adequate number of preceptors available for new

staff.

Whenever possible, the Hospital shall endeavor to provide a three (3) week overlap period for orientation of all charge positions. Staff education shall provide the orientation schedule to the M.N.A. chairperson on a monthly basis.

11.12 Bulletin Boards. The Hospital will provide ten (10) bulletin board locations for posting meeting notices and related materials, provided that said notices are first submitted to the Vice President for Patient Care Services or her delegate for approval, which approval shall not be unreasonably withheld. Unless otherwise agreed upon by the Hospital and the Association, the ten (10) locations are:

- 1 Main Floor, Lobby, by passenger/staff elevators
- 1 Second Floor, Lobby, entrance to Cafeteria
- 1 Main Floor, Lobby, entrance to Nursing Service Office
- 1 Minus 1 Level, OR/RR Staff Nurse Lounge
- 1 Main Floor, EW/Ambulatory
- 1 Minus Floor 1 Level, Labor and Delivery SCN
- 2 Center for Women and Newborns
- 1 Ambulatory
- 1 850 Boylston Street

Bulletin Boards to be used for M.N.A. notices only shall be enclosed in glass. The Hospital will post in the BICS system under the Utilities option, copies of materials which are posted on bulletin boards used for M.N.A. notices.

11.13 Notice of Resignation.



a. When a nurse intends to resign, she or he should give the Hospital advance written notice in accordance with the following schedule:

Staff Nurses	4 Weeks
Clinical Nurses, Nurses-in-Charge	6 Weeks
Nurse Clinicians	2
Months Nurse Practitioner	2
Months	

b. Wages due nurses who have terminated will be paid immediately. The Hospital identification badge, keys and any other Hospital property must be returned on the last day worked.

11.14 Pension Plan. The present defined benefit pension plan shall remain in effect through December 31, 2000. Effective January 1, 2001, the cash balance pension plan, which became effective January 1, 1999, as presented to the Association on September 12, 2000, will be implemented and will thereafter be maintained during the term of this Agreement except as it may be improved in favor of the nurses. For any nurse employed as of September 30, 2000, at the time of retirement for such nurse, the Hospital will calculate the benefits the nurse would have received under the defined benefit plan and the benefits the nurse would receive under the cash balance plan, and the nurse will be entitled to the greater benefit. Such cash balance pension plan shall be modified by revising the

methodology for lump sum calculations such that a nurse who takes a one-time lump sum after the date the modification becomes effective, as outlined below, will receive an amount equal to her/his account balance, as provided for under the Pension Protection Act of 2006 (PPA). The effective date of the modification will be September 17, 2010.

Members of the plan will be notified of the effective date of the change by written communication from the Hospital which will include the required notice under Section 204(h) of the Employee Retirement Income Security Act (ERISA). Members will be notified at least one hundred and fifty (150) days prior to the effective date.

11.15 Transportation. When a nurse is requested by the Vice President for Patient Care Services to work over and above her or his normal tour of duty so that her or his work ends at an hour when public transportation is not available, she or he shall be given a taxi voucher for transportation to her/his address.

11.16 Life Insurance. The Hospital shall provide life insurance coverage in an amount at least equal to one (1) times the nurse's annual salary.

11.17 Nonprofessional Duties. The Hospital will continue to make every reasonable effort to provide sufficient nonprofessional employees to perform nonprofessional duties.

11.18 Relief in Higher Classification. A nurse who relieves another nurse in a higher classification for a period of more than four (4) consecutive weeks shall receive a one (1) step increase or be paid at the minimum step in the classification of the nurse he/she is relieving whichever is greater retroactive to the first day of such relief.

11.19 Clothing Change Pre-Break. Nurses working in the recovery room, intensive care unit, labor, birth and recovery unit, and operating room shall be allowed a reasonable time prior to the meal break to change their clothes.

11.20 Parking.

- a. Payment for parking shall be available by use of coupons which may be purchased in books in advance for use by nurses. The cost of these coupons will be at the pro-rated then current charge for weekly parking.
- b. Nurses who are assigned to work on 8 hour and 12 hour night shifts (for purposes of this provision only - a shift commencing 7:00 p.m. or after) will be provided parking without cost to the nurse.
- c. Full-time and regularly scheduled part-time nurses who volunteer to work extra shifts and per diem nurses who volunteer to work an extra shift on the day called, will be permitted to park at Mission Park Garage, if space is

available or, if not, at a Hospital offsite lot. In addition, such nurses will be given a coupon for free parking for the extra shift.

- d. Parking rates in effect as of October 22, 2008 shall remain in effect through September 30, 2010.

11.21 Parent Educators. Parent Educators will be paid one hundred dollars (\$100.00), which amount will not be included in the computation of any increments. The Hospital will determine the seniority of parent educators retroactive to January 1, 1994.

11.22 Pro-Rata Health Insurance. All part-time nurses who are not regularly scheduled and who are otherwise not eligible for medical insurance shall have the pro-rated amount of single Blue Cross/Blue Shield coverage paid to them annually based on hours worked. This payment shall be made at the same time as the vacation benefit payment in Article VIII, Section 8.2. Effective February 1, 2001 and each February 1 thereafter, in lieu of such payment, a nurse referred to in this section who has worked at least 1040 hours during the previous payroll year (approximately January 1 through December 31) may opt to participate in the Blue Cross/Blue Shield plan on a post-tax basis under the same terms and conditions as set forth in Section 9.1. Such participation shall continue for the twelve (12) month period from said February 1. In addition, a part-time nurse who is not regularly scheduled and otherwise not eligible for medical insurance, and who was hired between January 1 and June 30 of the year in question, may opt to participate in the Blue Cross/Blue Shield plan on a post-tax basis under the same terms and conditions as set forth

in Section 9.1 effective July 1 of said year provided the nurse has worked an average of at least twenty (20) hours per pay period from the date of her/his hire through June 30. Such participation shall continue for a seven (7) month period until the following February 1 after which time the nurse's eligibility shall be determined in accordance with the third sentence of this Section 11.22.

11.23 Break Periods. It shall be the objective that nurses who work a shift of eight (8) hours will receive one (1) - fifteen (15) minute rest break, and that nurses who work a shift of ten (10) hours or more will receive two (2) - fifteen (15) minute rest breaks. While the Hospital will make reasonable efforts to see that nurses receive rest breaks, the parties recognize that operating conditions may result in nurses not being able to receive rest breaks and that such shall not give rise to additional compensation.

11.24 Definitions. The term "full-time" shall mean an employee who is regularly scheduled to work 40-hours per week.

The term "regularly scheduled part-time" shall mean an employee who is regularly scheduled to work 20-hours or more but less than 40-hours per week.

The term "irregularly scheduled part-time" shall mean an employee who is scheduled to work one (1) or more hours per week but less than 20 hours per week.

The term "per diem" shall mean an employee who is not regularly scheduled for any specific hours and for whom no specific number of hours per week are guaranteed by either the employee or the Hospital.

11.25 Cash Out of Accrued Vacation and Holiday Time. ( **Applicable Only to Those Nurses Not Participating in the Hospital's Benefit Time Program**). Nurses will have two opportunities during each fiscal year (October 1 - September 30) to cash out their accrued unscheduled holiday time and their accrued vacation time; provided, however, that each nurse must maintain a vacation accrual balance after cash out of at least two (2) times the nurse's regularly scheduled weekly hours. All accrued holiday time must be cashed out before a nurse may cash out any vacation time. Nurses may exercise these two (2) opportunities at any time during the fiscal year. For each opportunity, payment will be made on or about forty-five (45) days after the request is made.

11.26 Donation of Vacation, ~~and Holiday~~ and Benefit Time. The Hospital and the Association will meet following completion of the negotiation of the 1998 agreement for the purpose of negotiating a plan for the donation of accrued vacation and holiday time **or Benefit Time, as applicable**, which will be subject to the following four (4) conditions:

- a. Eligibility - serious medical condition of the nurse, nurse's parents, children or spouse (definitions consistent with the FMLA).
- b. Payments to nurse would serve as income replacement (not lump sum payment) for days not able to be covered

by paid accrued time (vacation, sick, holiday, **Benefit Time**), disability benefits, or workers compensation. Donation would be in the form of "days" or "hours", not dollars, with payment to nurse being calculated based on the donee's rate of pay.

- c. Income replacement period would be considered as unpaid leave for any purpose under the contract.
- d. Plan would not require individual tax calculations (i.e. would not be taxable to the donor).
- e. **Those nurses participating in the Hospital's Benefit Time Program must have a minimum of two times their regularly scheduled hours remaining in their Benefit Time bank after their donation is made.**

## 11.27 Preceptor and Charge Requirements

### a. Charge

#### 1. Newly-licensed nurses

Effective January 1, 2007, a nurse who, on or after January 1, 2006, was hired by the Hospital as a newly licensed nurse (a nurse who has been licensed for less than one year) will not be assigned to charge duties until such nurse has (i) completed the Hospital's competency-based curriculum on charge and (ii) has been employed by the Hospital for at least eighteen (18) months.

#### 2. Experienced Nurses without Charge Experience

Effective January 1, 2007, a nurse, other than a newly licensed nurse, who was hired by the Hospital on or after January 1, 2006, without prior charge experience, will not be assigned to charge duties until such nurse has (i) completed the Hospital's competency-based curriculum on charge and (ii) has been employed by the Hospital for at least one year.

#### 3. Experienced Nurses with Charge Experience

Effective January 1, 2007, a nurse, other than a newly licensed nurse, who was hired by the Hospital on or after January 1, 2006, with prior charge experience, will not be assigned to charge duties until such nurse has (i) completed the Hospital's competency- based curriculum on charge and (ii) has been employed by the Hospital for at least six months.

b. Preceptor

1. Newly-licensed nurses

Effective January 1, 2007, a nurse who, on or after January 1, 2006, was hired by the Hospital, as a newly licensed nurse (a nurse who has been licensed for less than one year) will not be eligible to precept until such nurse has (i) completed the Hospital's competency- based curriculum on precepting and (ii) has been employed by the Hospital for at least eighteen (18) months.

2. Experienced Nurses Without Precepting Experience

Effective January 1, 2007, a nurse, other than a newly licensed nurse, who was hired at the Hospital on or after January 1, 2006, without prior precepting experience, will not be eligible to precept until such nurse has (i) completed the Hospital's competency- based curriculum on precepting and (ii) has been employed by the Hospital for at least one year.

3. Experienced Nurses With Precepting Experience

Effective January 1, 2007, a nurse, other than a newly licensed nurse, who was hired at the Hospital on or after January 1, 2006, with prior precepting experience, will not be eligible to precept until such nurse has (i) completed the Hospital's competency- based curriculum on precepting and (ii) has been employed by the Hospital for at least six months.



## 11.28 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. 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 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.

## 11.29 Mandatory In-Service

The Hospital shall make best efforts to offer all mandatory in-services on all regular standard shifts (as defined in Section 6.1). In the event a nurse who is permanently scheduled to work nights or evenings is required to attend an in-service during the standard day shift, the nurse shall be paid his or her permanent differential and shall receive a coupon for free parking for the duration of the in-service.

## ARTICLE XII

### Grievance Procedure

12.1 Advisory Nurse Committee. There shall be a nurse advisory committee established by the Association which will meet periodically with representatives from the Hospital. This committee shall serve solely in an

advisory capacity discussing grievances, Hospital policies, staffing and other matters of mutual interest.

12.2 Grievances. The parties recognize that day-to-day problems affecting nurses shall normally be adjusted informally between a nurse and her or his immediate supervisor. Such matters shall not be deemed grievances. If any nurse should complain of the interpretation, application or enforcement by the Hospital of any provision of the Agreement which cannot be adjusted in this manner, such grievance shall be settled in the following manner:

Step 1 The aggrieved nurse or nurses may present their grievance orally, through or with a representative of the Association if such nurse or nurses elect, to the Vice President for Patient Care Services in a further effort to reach informal settlement.

The grievance must be reduced to writing, signed by the aggrieved nurse or nurses and/or the authorized representative of the Association, and presented to the Vice President for Patient Care Services within thirty (30) calendar days after any aggrieved nurse or the Association knew or had reason to know of the grievance. The Vice President shall give a written answer to any such grievance within thirty (30) calendar days after it is presented. Effective for grievances filed on or after January 10, 2012, for grievances concerning the termination of a nurse's employment, Step 2 of the grievance process will not be utilized and the grievance may be advanced directly to Step 3.

Step 2 If a grievance is not satisfactorily resolved pursuant to Step 1, it may be presented to the Administrator of the Hospital or his designated representative, provided that it is reduced to writing, signed by the aggrieved nurse or

nurses and/or the authorized representative of the Association, and presented to the Administrator within thirty (30) calendar days after the nurse's/Association's receipt of the Vice President for Patient Care Services's answer to such grievance. The Administrator shall give a written answer to any such grievance within thirty (30) calendar days after it is presented to him.

Step 3 If a grievance duly presented to the Administrator under Step 2 is not satisfactorily resolved by his answer, the Association may refer such grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, (or the grievance may be referred to the Labor Relations Connection in those cases in which the parties mutually agree) provided that the Association shall have duly filed a written demand for such arbitration within thirty (30) calendar days after the Association's receipt of the Administrator's answer to such grievance.

If the Hospital should complain of the interpretation, application or enforcement by the Association or any nurse of any provision of this Agreement which cannot be adjusted informally between a nurse and her or his supervisor, such grievance shall be settled in the following manner (omitting the equivalent of Step 1 for a nurse grievance):

Step 2 A grievance may be presented by the Administrator of the Hospital to the Association, provided that it is reduced to writing, signed by the Administration and presented to the Association within thirty (30) calendar days after the Administrator or the Hospital's administrative officers knew or had reason to know of the grievance. The Association shall give a written answer to any such grievance within thirty (30) days after it is presented to the Association.

Step 3 If a grievance duly presented to the Association under Step 2 is not satisfactorily resolved by its answer, the Administrator may refer such grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, provided that the Administrator shall have duly filed written demand for such arbitration within thirty (30) calendar days after the Administrator's receipt of the Association's answer to such grievance.

Any differences or disputes apart from interpretation, application or enforcement of this Agreement which cannot be resolved by the parties after a reasonable effort to do so will be submitted to arbitration pursuant to Step 3 above.

The decision of an arbitrator in any grievance duly submitted to him shall be final and binding upon the parties hereto or any aggrieved nurse or nurses, provided that no arbitrator shall have power to add to or modify this Agreement in any respect. Each party shall bear expenses incurred by it, and expenses of arbitration jointly shall be borne equally by the Hospital and the Association.

### ARTICLE XIII

#### No Strike: No Lockout

During the term of this Agreement, there shall be no strike, work stoppage, slow down, or any other interference with the operations of the Hospital by any nurse or group of nurses, or any lockout by the Hospital.

## ARTICLE XIV

### Miscellaneous

14.1 Entire Agreement. No amendment or extension of or addition to this Agreement and no other agreement between the parties hereto shall be effective unless embodied in a written agreement executed by both parties.

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

14.3 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but may not be assigned by either party without the consent of the other except:

- a. In the case of the Hospital, to another charitable corporation which operates or will operate The Brigham and Women's Hospital, Inc. under that or another name, either alone or in affiliation with other hospitals, and
- b. In the case of the Association, to another nurses' professional association which performs functions substantially similar to those now performed by the Association.

14.4 Per Diems.

a. Cancellation. The Hospital agrees to notify a per diem nurse of any cancellation of her/his scheduled shift at least two (2) hours before the nurse is expected to report. Failure to give two

(2) hours' notification will result in payment to the nurse of seventy dollars (\$70).

b. Credit. Full credit shall be given to per diem nurses, who become permanent staff, for all hours worked as per diems, as follows:

Seniority - determined on the basis of hours paid.

Vacation - credit given for any anniversary year as it may be adjusted in which the nurse had 1,040 hours paid as a per diem.

Medical Insurance - eligibility retained if eligible during quarter immediately prior to becoming full-time or regularly scheduled part-time. If not, the nurse will be eligible for coverage in accordance with the provisions of Sections 9.1 and 9.6.

c. At the request of the Hospital, a per diem nurse may voluntarily agree to be regularly scheduled to work up to forty (40) hours per week for a period not to exceed ninety (90) days or the period of a leave of absence when utilized to replace a nurse who is on a leave of absence, whichever is greater. The Hospital will, offer the opportunity first to per diem nurses in the unit affected, in order of their respective seniority, and then to qualified per diem nurses in other units in order of their respective seniority. During such period, per diem nurses so scheduled shall be eligible to accrue and use paid sick leave, ~~and holiday time, and/or~~ **Benefit Time, as applicable. A per diem nurse so scheduled who previously participated in the Hospital's Benefit Time Program shall be required to participate in such program during the period that she/he is regularly scheduled. A per diem nurse so scheduled who has not previously participated in the Hospital's Benefit Time Program will not be permitted to participate in such program during the period that she/he is regularly scheduled, and will accrue sick and holiday time**

**in accordance with the terms of this Agreement.**

Any compensatory holiday time not taken prior to the end of such period shall be paid off and any unused sick leave will remain credited to the per diem nurse for use at a future time when the nurse is again eligible to accrue and use paid sick leave. **Any accrued but unused Benefit Time will be cashed out and paid to the nurse at the end of such period.** The cancellation provision, Section 14.4 (a), shall not apply during any such period of regularly scheduled time.

d. To remain in per diem status, a nurse is required to volunteer during the per diem sign up period on her/his unit (i.e., after the part-time sign up but before the open period) for four (4) shifts per schedule, three (3) of which shall be off-shifts (i.e., evenings, nights, weekends, or holidays). As part of these four (4) shifts or otherwise, each nurse shall also be required to volunteer on her/his unit for one (1) major winter holiday (i.e., Thanksgiving, Christmas, or New Year's) and one (1) major summer holiday (i.e., Memorial Day, July 4<sup>th</sup>, or Labor Day).

14.5 Scrub Uniforms. The Hospital will provide scrub uniforms for registered nurses in the following units or departments:

Labor and Delivery  
Operating Room  
Recovery Room  
ICU  
Emergency Room  
IV Therapy  
Burn  
Laminar Flow

## ARTICLE XV

### Nursing Practice

Section 3.05 of the Regulations of the Massachusetts Board of Registration in Nursing states in part: "Assessment, development of plans of nursing action, implementation of the plan, and evaluation of the plan are essential components of nursing practice and are functions of registered nurses." Within the context of this statement and Section 3.05 as a whole, no nurse shall be required or directed to delegate nursing activities to other personnel in a manner which is contrary to said Regulations and the Massachusetts Nurse Practice Act. Section 3.05(2) of said Regulations states in part that "The final decision as to what nursing activity can be safely delegated in a specified situation is within the scope of that qualified nurse's professional judgment." If the Hospital believes that a nurse is exercising his/her professional judgment in an unreasonable manner, it will attempt to reach a mutually agreeable resolution with the nurse and his/her local representative. If the matter is not satisfactorily resolved in this manner, all parties reserve the rights they otherwise have to deal with the matter. The sections of the Regulations cited above are incorporated by reference into this provision.

## ARTICLE XVI

### Floating

Effective January 1, 1997, except in emergency circumstances, nurses will



not be floated to another unit without their having received the unit-based orientation per the Hospital's floating guidelines. Such orientation shall include competency orientation in the technical skills required of float nurses in such unit, which shall be provided to the nurse in advance of any floating, and shall also include unit familiarization.

A nurse who is floated to another unit will not be expected to perform any duties, either independently or paired with another nurse, which the nurse believes she/he is not competent to perform.

## ARTICLE XVII

### Environmental and Occupational Health and Safety

17.1 Continuation of Benefits. The terms of paragraph one (1) of the letter dated November 16, 1994 from George Kaye to Roslyn Feldberg, concerning the Hospital's payment of its share of medical insurance premiums for nurses who are on industrial accident leave due to environmental causes shall continue until February 23, 2013, at which time such benefits shall expire. The benefits provided in this subsection shall only be available to those nurses who are receiving them on September 30, 1998, including those nurses named in previously negotiated settlement agreements who may be entitled to such benefits pending the outcome of their industrial accident appeals.

17.2 Work Environment. The Hospital will make reasonable efforts to provide a healthy, safe, and sanitary work environment, and will take

reasonable measures to remediate any condition which is determined not to be healthy, safe, and sanitary.

17.3 Safety Committee. The Hospital shall appoint two (2) members of the bargaining unit, as designated by the Association, to the Hospital's Safety Committee, and shall pay such members for time spent attending meetings of the Committee. These members will enjoy the same rights within the Committee as all other members of the Committee.

## ARTICLE XVIII

### Intra-Partners Transfers

18.1 Transfers From the Hospital. In the event that the Hospital transfers services or programs to another Partners' facility, no nurse shall be required to transfer to such other facility and there is no requirement that the nurse be offered the opportunity to transfer. In such event, the nurse will be treated as a nurse scheduled for layoff under Section 11.3, Reduction in Force, of this Agreement. Should any nurse be transferred to another work location outside the Hospital, including any other Partners' facility, but remain employed by the Hospital, the nurse will remain in the bargaining unit and be covered by this Agreement.

18.2 Transfers Into the Hospital. In the event that a service or program is transferred into the Hospital from another Partners' Healthcare Network Hospital, any non-supervisory registered nurse who is employed by the Hospital within such service or program will be subject to this Agreement and such nurse will be given full seniority credit for her/his full service at such other Partners' facility for all purposes under this Agreement, provided that such seniority credit will be calculated pursuant to the definition of seniority then set forth at Section 11.1 of this Agreement.

## ARTICLE XIX

### Staffing

Effective with the first schedule prepared after the ratification of the 1998-2000 Agreement, the Hospital will make every reasonable effort at the beginning of each four (4) week schedule on each shift within each unit to meet the Hospital's planned RN staff levels. The nurse manager will be responsible and accountable for filling shift vacancies, and as such, the nurse manager/non-bargaining unit designee, will deal with all shift vacancies to be filled that the nurse manager is aware of during her/his tour of duty.

Report of Staffing Concerns Forms submitted by nurses to the Hospital shall be reviewed by the Vice President of Patient Care Services, who will investigate each situation and respond, in writing to the nurse(s) involved. A copy of each response shall be forwarded to the Association.

The Hospital shall submit copies of the Report of Staffing Concerns Forms and its responses to the Care Improvement Council (CIC), monthly.

ARTICLE  
XX

Mandatory  
Overtime

Mandatory overtime will be addressed through the Hospital's Continuous Improvement Method process (the "Process"). If the Association believes that a unit is experiencing a mandatory overtime problem, it will refer the matter to the Nurse Advisory Committee. If the matter is not resolved to the Association's satisfaction, the matter will be addressed through the Process which culminates with the Hospital's Care Improvement Council. The Hospital will provide the Association with a report at each step of the process.

ARTICLE  
XXI

Retiree Medical Savings Account

Effective January 1, 2005, the Hospital shall establish a Retiree Medical Savings Account ("RMSA"), for full-time and regularly scheduled part-time nurses eligible to participate and electing to do so. The RMSA shall provide an account to which eligible nurses may

contribute up to \$4500 per calendar year, on an after tax basis. In addition, a participating nurse shall be eligible for contributions by the Hospital, and all amounts credited to a nurse's account shall accumulate interest at a guaranteed rate of interest. Amounts in a nurse's RMSA can be used for qualified medical expenses. A participating nurse shall be eligible to continue in a group medical insurance plan maintained by or on behalf of the Hospital. The terms of the RMSA program are as follows:

A. Eligibility

A nurse shall be eligible to participate for the full calendar year in which she/he turns 50, and for each subsequent year in which the nurse continues to hold a full-time or regularly scheduled part-time position.

B. Nurse's Contributions

A participating nurse may contribute up to a maximum of \$86.54 per week, for a total of \$4500 per calendar year, and shall contribute a minimum of \$10 per week, for a total of \$520 per calendar year. The nurse's contributions shall be on an after tax basis, and shall be made by authorized payroll deduction. A nurse shall be immediately vested in contributions made by her, and in the interest accumulating on those contributions.

### C. Hospital's Contributions

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

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

### D. Interest on Contributions

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

#### E. Termination Prior to Retirement

A nurse who terminates from the employ of the Hospital for reasons other than retirement under the Hospital's retirement plan will be required to spend down the balance in her/his account within three (3) years.

#### F. Death Benefits

Under federal regulations, an 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. A nurse's initial election at the time of retirement may be made for any reason deemed appropriate by the nurse. Subsequent suspensions may be elected only where medical insurance coverage has become newly available to the nurse. Such subsequent suspensions must be elected within 30 days of the event making such medical insurance coverage available to the nurse and the nurse shall be required to provide written evidence of such newly available coverage. The total number of elections, including the initial election at the time of retirement, shall not exceed three prior to age 65, and shall not exceed one election (in addition to the initial election made at the time of retirement) after attaining age 65.

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 to the person designated by the plan administrator using the form prescribed by the Hospital and to be effective on the later of the date specified by the nurse or five business days following receipt of such form, that the nurse elects to end the suspension period and begin fully utilizing the account as a death benefit eligible account.

## G. Post-Retirement Participation in Group Plan

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

Upon retirement, a participating retiree may elect one of two options under the RMSA (a) lock-in option which provides a guaranteed lifetime annuity with payments increasing by two percent (2%) from year to year to be used toward the cost of medical coverage for the nurse and her/his dependents or (b) the draw-down option which provides for withdrawals from the nurse's account to pay for qualified medical expenses for the nurse and her/his dependents. Qualified expenses include medical plan premiums (Partners Plus Medical Plan or substitute plan, see below);

Medicare Parts B and D premiums; copayments and deductibles; uninsured

medical, dental and vision costs.

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

## H. Plan Tax Qualification

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

### ARTICLE XXII

#### Duration and Renewal

Except as expressly set forth in this Agreement, this Agreement shall become effective on the date this Agreement is entered into and shall remain in full force and effect through February 23, 2013, and from year to year thereafter, unless written notice of a desire to modify or terminate this Agreement is given by either party to the other party at least ninety (90) days prior to any such renewal date.

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

THE BRIGHAM AND WOMEN'S HOSPITAL, INC.

By: \_\_\_\_\_  
Elizabeth G. Nabel, M.D. Date  
President

By: \_\_\_\_\_  
Jacqueline G. Somerville, R.N., Ph.D. Date  
Senior Vice President for Patient Care Services  
and Chief Nursing Officer

THE MASSACHUSETTS NURSES ASSOCIATION

By: \_\_\_\_\_  
Barbara Norton Date  
Chairperson

By: \_\_\_\_\_  
Julie Pinkham Date  
Executive Director

By: \_\_\_\_\_  
Shelley Reeve Date  
Associate Director, Labor Relations Program