

PRIVATE SECTOR



Agreement

between

North Adams Regional Hospital

and

Massachusetts Nurses Association

September 1, 2010 – August 31, 2012
REPRINT

AGREEMENT
BETWEEN
NORTH ADAMS REGIONAL HOSPITAL
AND
MASSACHUSETTS NURSES ASSOCIATION

AGREEMENT made and entered into as of April 1, 2007, by and between NORTH ADAMS REGIONAL HOSPITAL, hereinafter referred to as the "Hospital," and the MASSACHUSETTS NURSES ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE I

PREAMBLE

1.01 Preamble

The intent and purposes of the 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.

ARTICLE II

RECOGNITION

2.01 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 Patient Care Services/Operations/Nursing Directors, Education Coordinator, Risk Management/Infection Control Coordinator, Case Management Coordinator, Clinical Coordinators, Director of Education, and any Department Manager who is also a registered nurse, managers, supervisors, confidential employees, temporary employees, consultants and further excluding all other employees. Such nurses for whom the Association is recognized as the exclusive bargaining agent are hereinafter referred to as "nurses."

The Hospital shall not assign charge nurse duties or other supervisory responsibilities in a manner designed to change the bargaining unit status of any nurse.

If the parties or the National Labor Relations Board determine that a nurse in the bargaining unit is performing supervisory duties and that the activity renders the nurse a supervisor within the meaning of applicable labor law, 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.

ARTICLE III

MANAGEMENT RIGHTS

3.01 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 the 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 the nurses and the 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 layoff employees for lack of work or for other reasons and to recall nurses, and the right to promulgate and enforce all reasonable rules relating to operations, 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 of this Agreement.

ARTICLE IV

ASSOCIATION ACTIVITIES

4.01 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 at the end of each month of the name, address, classification, unit, and shift of each new nurse, and, if applicable, any address change for nurses in the bargaining unit, and the name of each nurse who terminates employment. 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. Following the probationary period, as a condition of employment, the RN will either join the MNA or pay the Association service fee to the MNA.

4.02 Annual List of Employees

The Hospital will provide a list of all Registered Nurses in the MNA bargaining unit, including the date of hire, hourly rate, benefit status, home address and phone number no later than January 1, April 1, July 1 and October 1 of each year. The Hospital also agrees to provide the Association with the monthly update of all new hires and their addresses; the change of address of any nurses; and the name of any nurses whose employment has terminated. The MNA Chairperson will also be given on at least an annual basis a list of all RN's and areas of the Hospital that they are oriented to including areas where they are oriented to charge. The Hospital will provide the MNA (at its main place of business) with a copy to the local chairperson during the

month of January each year, a Master seniority list of all MNA bargaining unit members. Said list shall also be posted for at least three weeks on the MNA Board.

4.03 Association Representatives

A. Duly authorized representatives of the Association may visit the premises of the Hospital at reasonable times to discharge the Association's duties as collective bargaining representative. The visiting representative shall report at the Human Resources Department or the Vice President Patient Care Services/Operations and shall otherwise be subject to the reasonable control of the Hospital with respect to the times and places for such visits in accordance with its operating needs.

B. The Hospital will provide up to a total of twelve (12) paid release days per calendar year for any bargaining unit member(s) elected to the MNA State BOD for Labor Relations. The total number of paid release days shall not exceed twelve (12) per calendar year regardless of the number of unit member(s) elected to the Cabinet.

4.04 Dues Check-Off

A. The Hospital agrees to deduct the Association membership dues and local dues on a weekly basis from the earnings of all nurses who have executed an authorization form. Such deductions shall be in the amount certified by the Association and shall be in accordance with the terms of said authorization.

B. Any nurse covered by this Agreement may revoke her/his authorization to deduct from her/his paycheck union membership dues or any agency service fee by notifying the Payroll Department in writing that she/he wishes to revoke the authorization at least five (5) days prior to the end of a pay period. The Hospital is not responsible for retroactive reimbursement of union dues or agency service fees.

C. A nurse on an approved leave of absence, who wishes to stop her/his union dues or agency fee deduction must submit a written authorization to stop said deduction for the period of the approved leave of absence to the payroll office. The payroll office will attempt to stop the deduction beginning with the pay period in which the authorization is received, and will resume the deduction in the pay period in which the nurse returns to work. The Hospital will continue to deduct local chapter dues during the leave of absence.

D. Withheld Association dues or agency fee amounts will be forwarded to the Association by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

4.05 Local Chapter Dues

Withheld local chapter dues will be forwarded to the Local Chapter Treasurer by the end of the calendar month following the actual withholding together with a record of the amount and the names of those for whom deductions have been made.

4.06 Indemnification

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

4.07 Association Activities on Hospital Premises

Activities on Hospital premises will be scheduled so as not to interfere with the operation of the Hospital, and is subject to the prior approval of the Vice President Patient Care Services/Operations, or designee. Space for conduct of Association Activities will be provided on the Hospital premises, as available.

4.08 Bulletin Boards

The Hospital will provide locked glass enclosed bulletin board space for the posting of notices of Association meetings and related materials. Such notices and materials shall be submitted to the Hospital's Vice President of Human Resources for approval prior to their being posted. The Hospital agrees that there will be two (2) bulletin boards, side by side near the ground floor back elevator, one for posting of MNA notices and one for posting MNA positions.

4.09 Agreement Copies

The Hospital will give to nurses, included in the bargaining unit, during their first week of work a copy of the current Agreement between the Hospital and the MNA. The MNA agrees to provide the Hospital with a sufficient supply of contracts for this purpose. During the orientation program, time will be allowed for a nurse committee member to discuss professional association philosophies.

4.10 Photocopies

The MNA shall reimburse the Hospital quarterly at the rate of ten cents (\$0.10) per copy, and recognizes that all copying will be done during off-duty time and further recognizes that in the use of the copying machine Hospital business shall take preference.

4.11 MNA File Cabinet

The Hospital will provide a mutually agreed upon space for an MNA four drawer, locked file cabinet with reasonable access for MNA Committee members.

4.12 PC Filing

The Hospital will provide the MNA, at its main place of business, with a copy of the Hospital's PC Filing at the same time that the Filing is made with the Commonwealth of Massachusetts.

4.13 Negotiation Committee Paid Release Time:

The Hospital will provide paid release time for up to six (6) members of the MNA bargaining team, as determined by the MNA, for contract negotiations sessions.

4.14 Violence in the Workplace and Assisting Nurses who become Victims of Workplace Violence

The employer will initiate strong violence and abuse prevention programs that include:

1. Provide training programs on violence prevention and verbal de-escalation.
2. Assure that all employees have the right to police protection (call 911) if an assault is being/has been committed. The employer will support the employee in this endeavor, and throughout the police/court process.
3. The Hospital will post the AN ACT RELATIVE TO ASSAULT AND BATTERY ON HEALTH CARE PROVIDERS, Chapter 265 of the General Laws, Section 131 and Chapter 111, Section 1. Definitions: Health Care Provider (see Appendix VII) prominently throughout NARH including:

Admission Packets
All Elevators
All Outpatient Areas
All Waiting Rooms
On Northern Berkshire Health Web Page
All Units

ARTICLE V

DEFINITIONS

5.01 Probationary Period

The first four (4) months of employment or re-employment shall be the probationary period. Transfer or discharge will be at the sole discretion of the Hospital and such action shall not be subject to the grievance and arbitration procedure of this Agreement. Performance evaluations will be done and discussed with the nurse at 30 and 90 days and at the end of the probationary period.

5.02 Full-Time Nurses Are those hired to work a full schedule on a permanent basis, either in a 40-hour or a 3 - 12-hour shift position.

5.03 Part-Time Nurses – Are those hired to work on a permanent basis to fill a regularly scheduled position for less than forty (40) hours or less than thirty-six (36) hours for those nurses working 12-hour shifts.

5.04 Temporary Nurses

Temporary nurses are hired by the Hospital on a temporary basis (i.e., summer coverage, special projects, etc.) and are not hired to replace current full-time or part-time positions. They are not eligible for fringe benefits except all applicable differentials.

5.05 Per Diem Nurses

Per Diem nurses are those hired to work on a limited basis, as fill-in or relief personnel, and who do not work, on an ongoing basis, in the same pattern as full-time or part-time nurses. The provisions of this Agreement regarding per diem nurses shall not apply to nurses who perform work at the Hospital through an agency because the terms of their pension benefits prohibit them from being employed by NARH.

5.06 Regular Employees in Temporary Positions

With the approval of the Vice President Patient Care Services/Operations Services, or a designee, a permanent full-time or permanent part-time nurse may transfer to a temporary position. Said approval shall not be unreasonably withheld. Upon completion of the temporary assignment, such transferred nurse will be returned to her/his former position, department, hours and shift. When a regular employee is in a temporary position she/he will accrue benefits based on hours of work of said position.

ARTICLE VI

HOURS OF WORK

6.01 Hours of Work

The regular work week will consist of forty (40) hours within a week commencing with the 7:00 a.m. shift on Sunday. The regular work day will consist of eight (8) consecutive hours for each shift, as follows:

A. Day Shift will be 7:00 a.m. to 3:30 p.m., with two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break, which may be taken off the premises with notification to the Nurse Director/supervisor. For the afternoon break, the Hospital may require the nurse to take the break at her/his work station. The Day Shift shall also include the 6:00 a.m. to 6:15 p.m. and the 7:00 a.m. to 7:15 p.m. shifts. RNs working the twelve (12) hour shifts shall have three (3) paid fifteen (15) minute breaks, one (1) unpaid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal period.

B. Evening Shift will be 3:00 p.m. to 11:30 p.m. with two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid supper break, which may be taken off the premises with notification to the charge nurse/supervisor.

C. Night Shift will be 11:00 p.m. to 7:15 a.m. with one (1) paid fifteen (15) minute break and one (1) unpaid fifteen (15) minute meal period. The Night Shift shall also include the 6:00 p.m. to 6:15 a.m. and the 7:00 p.m. to 7:15 a.m. shifts. RNs working the twelve (12) hour shifts shall have three (3) paid fifteen (15) minute breaks, one (1) unpaid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal period.

6.02 Odd Shifts

The parties recognize that certain departments of the Hospital must at times operate on odd shifts; such shifts shall be determined in accordance with the operating needs of the Hospital. A list of all scheduled alterations with starting and ending time will be distributed to the MNA Board Chairperson. The Hospital reserves the right, in the case of vacant or newly created positions, to establish and post regular positions of twelve (12) hours or less, including but not limited to, positions of 4, 6, or 7 hours. If the Hospital posts shifts of less than 8 hours the starting and ending times may be different from those listed in section 6.01. The above right does not include the right to reduce employee hours of work on a daily basis or through a reduction in force.

6.03 Alternate Shifts

The Hospital will provide the Association with the opportunity to meet with them to provide input prior to implementing any alternate shifts, (i.e., 10 hour/12 hour) on a given unit.

The opportunity to be considered for any alternate work week and/or work day schedule shall be accorded to nurses currently employed.

If a different schedule is instituted for a particular unit, a nurse who is unwilling to change from an eight hour schedule and who was not hired with the understanding that she/he may be required to work a different schedule will be permitted to transfer to a vacancy for which she/he is qualified or would be qualified to transfer to with reasonable orientation.

Regularly scheduled ten (10) and twelve (12) hour shifts will not result in overtime, except as provided in this Section 6.04 B. Ten hour shifts shall have two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break. Twelve hour shifts shall have three (3) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break.

6.04 Overtime

A. All authorized work in excess of forty (40) hours in a week shall constitute overtime, and shall be paid with one and one half (1 1/2) times the employee's regular rate of pay. If an employee works three (3) hours or more past the scheduled end or begins working three (3) hours or more prior to the scheduled start of a shift of 8 or more hours, she/he shall receive time and one-half (1 1/2) for all hours worked in excess of his/her scheduled shift. Holidays and vacations

shall count as time worked in computing overtime. There shall be no pyramiding of premium pay or overtime pay.

If the nurse works one of these shifts, the nurse will be entitled to overtime, according to the following schedule:

| <u>Shift</u> | | <u>Overtime</u> | |
|--------------|-----------|-------------------|-----------------------|
| 8 hours | more than | 8 hours per day | See paragraph A above |
| 8 hours | more than | 40 hours per week | |
| 10 hours | more than | 10 hours per day | See paragraph A above |
| 10 hours | more than | 40 hours per week | |
| 12 hours | more than | 12 hours per day | See paragraph A above |
| 12 hours | more than | 40 hours per week | |

C. Overtime shall be distributed as equitably as possible to qualified nurses. A list of nurses by seniority shall be posted in a conspicuous place in each unit. Lists shall be kept up-to-date by each Nurse Director relative to offers and actual additional hours and/or overtime worked. New hires will be added to the list(s) at the start of the quarter subsequent to date of hire.

Each nurse has the responsibility for indicating, at the start of each month, whether or not she/he wishes the opportunity for additional hours and/or overtime.

D. When a situation occurs which requires additional hours/shifts and/or overtime as determined by the Hospital, the procedure shall be:

1. Initial opportunity for additional hours/ shifts will be given to part-time nurses based upon seniority lists in the unit where extra hours are needed.
2. If the extra hours/shifts cannot be distributed in accordance with #1 above, the opportunity for additional hours will be given to qualified part-time nurses assigned to other units.
3. If the extra hours/shifts cannot be distributed in accordance with #2 above, the opportunity for additional hours or overtime will be given to qualified per diem nurses.
4. If the extra hours/shifts cannot be distributed in accordance with #3 above, the opportunity for additional hours or overtime will be given to full-time nurses based upon seniority lists in the unit where extra hours are needed.
5. If the extra hours/shifts cannot be distributed in accordance with #4 above, the opportunity for additional hours or overtime will be given to qualified full-time nurses assigned to other units.

E. Mandatory overtime shall not be the established practice for staffing the Hospital (*i.e.*, mandatory overtime will be the exception, not the rule). The Hospital will exercise good faith

and reasonable efforts in filling committed RN positions, thereby recognizing its goal to keep mandatory overtime to a minimum.

1. Before assigning mandatory overtime within a nursing unit, the Hospital will use its best efforts to fill its needs with volunteers as follows:

- a) The Hospital will contact (i) unit nurses who are on duty, (ii) nurses on duty who regularly float to said unit, and (iii) nurses on duty who have previously been permanently assigned to that unit within the last 90 days, in order to seek volunteers to cover the hours.
- b) The Hospital will attempt to contact (i) unit nurses who are off duty, (ii) nurses off duty who regularly float to said unit, and (iii) nurses off duty who have previously been permanently assigned to that unit within the last 90 days, in order to seek volunteers to cover the hours.
- c) The Hospital will attempt to contact qualified per diem nurses to see if they are available.

2. In the event that the applicable supervisor/manager determines that there is still a need to mandate overtime in a particular unit, she/he will utilize the following process, in the order of the steps listed, until she/he receives approval for mandating overtime or until another resolution is reached that does not involve mandated overtime:

- a) Phone the Vice President for Acute Care Services. If she/he cannot be reached to suggest another solution or to authorize mandatory overtime, then
- b) Phone the Vice President for Human Resources. If he/she cannot be reached to suggest another solution or to authorize mandatory overtime, then
- c) Contact the Administrator On Call, who will either suggest another solution or authorize mandatory overtime.

3. The Hospital will mandate from among those full-time, scheduled part-time and per diem nurses who are on duty in the unit, according to the computerized inverse seniority list for that unit and/or the per diem inverse seniority list. These lists will be kept updated by the Hospital with the dates that each nurse has been mandated to work overtime. The least senior nurse who has not been so mandated shall be mandated to work overtime. If all nurses on duty in that unit have been so mandated, the nurse with the least recent mandation date shall be mandated to work overtime.

4. An off-going shift nurse whose shift was worked in excess of her/his committed hours shall not be assigned mandatory overtime from such shift.

5. If the Hospital assigns mandatory overtime to a nurse, the Hospital will continue to attempt to cover her/his mandated assignment with volunteer overtime, per diems, floats or other appropriate solutions, with a goal of keeping the mandatory overtime to as short a time period as possible.

6. A nurse may refuse overtime for personal fatigue or personal illness. In such event, the Hospital will not make an adverse judgment or take disciplinary action against such nurse. If such overtime is so refused, the overtime will be assigned per Section 6.04. A nurse may also refuse to continue to work a mandated overtime period that has already begun for such reasons, in which event the Hospital will not make an adverse judgment or take disciplinary action against such nurse.

7. Following every occurrence of mandatory overtime worked under Section 6.04 above, an occurrence report documenting all of the Hospital's efforts pursuant to Section 6.04 shall be prepared by the applicable unit supervisor/manager and sent to the Vice President for Acute Care Services, the Vice President for Human Resources, and the MNA Unit Chairperson. Such supervisor/ manager will be present at the next scheduled labor/management meeting to review the conditions that led to such overtime. The nurse(s) assigned such overtime will have the option to be present at such meeting.

8. This Section 6.04 will not be applicable to an emergency in which the Hospital's Emergency Operations Plan is activated, provided that such Plan will not be activated solely because of understaffing.

F. When, at the end of the calendar quarter, there is a complaint of a violation in the distribution of additional hours and/or overtime, the Hospital shall have a calendar quarter from the date of the complaint to correct any inequity, if sufficient hours are available in that quarter. For the purpose of this section, but for such purpose only, if a nurse refuses offered additional hours and/or overtime work then that nurse's name will go to the bottom of the overtime seniority list.

G. The above procedure does not apply to on-call, call-back, and emergency situations.

6.05 Schedules

Time schedules and days off, including rotation assignments necessitated by operational needs, shall be posted by the 15th of the month, except when the 15th of the month falls on a weekend or a designated holiday, in which case the schedule shall be posted on the first workday following the 15th. All nurses' requests for time off must be submitted in writing by the 5th of the preceding month for the schedule to be posted by the 15th of that month. (Example: time shall be posted by 12/15 for the calendar month of January, requests must be in by 12/5 .) Such requests will be granted on the basis of operating needs. Once schedules are posted, no further requests will be considered, although nurses may, with prior approval from Nurse Director or designee, switch days and holidays with another Registered Nurse. Such switching may not result in overtime, and the Nurse Director or designee must approve the selected substitute. Said approval shall not be unreasonably withheld.

6.06 Weekends

A. Subject to its operating needs, the Hospital will continue its present practice of endeavoring to grant every other weekend off. A nurse may request to work every weekend as a mutually agreed upon regular schedule, or may request to work more frequent weekends than every other (i.e. work three (3) weekends/month).

The granting of this request is based on the operating needs of the nursing unit.

B. A weekend shall be defined as two days or evenings which are Saturday and Sunday. On the night shift, an optional weekend of Friday and Saturday may be selected as a weekend rotation, which shall be determined by management.

This scheduling will be determined by the operational needs of the nursing unit.

In any event, a nurse will not be paid a differential for three weekend nights.

The Hospital will identify the weekend rotation in each job posting.

Insofar as a nurse on the night shift has a preexisting regular weekend rotation that differs from the weekend rotation determined by management, the nurse's preexisting rotation shall be "grandfathered" for as long as she/he retains her/his current position (i.e., position as of April 1, 2007).

C. It is agreed that subject to its operating needs the Hospital will continue to grant each Saturday and Sunday off to the Surgical Services nurses.

D. A nurse may, subject to operating needs, take one holiday or vacation day on her/his scheduled weekend, within a contract year. A written request must be submitted at least one month in advance to the appropriate Nurse Director. No more than one nurse in the same unit may be granted this weekend day off within the same twenty-four hour calendar day commencing from Friday twelve midnight.

6.07 Rotation

A. Nurses who regularly work the Day Shift, including nurses who work shifts less than or in excess of eight (8) hours, may be required to rotate to other shifts when necessary according to the operating needs of the Hospital. The Hospital will endeavor to assign the nurses who rotate to their regularly assigned nursing unit. The Hospital will post the list once per month. No rotation will be required for nurses with fifteen (15) or more years of service from the date of hire as a registered nurse, except in the case of those areas, where over 50% of the staff are in the fifteen (15) or more year's category, and in emergency situations.

B. The Hospital will keep a sequential list of the names of the nurses doing night rotation. The names of all newly hired nurses qualified to work the 11:00 - 7:15 shift will be placed on top of the rotation list.

C. Based upon the operational needs of the Hospital nurses rotating to 11:00 p.m. to 7:15 a.m. shift may be granted a sleep day without pay (or use vacation, holiday, or personal time) in addition to their regular days off.

6.08 Per Diem Nurse Relief

At no time can a registered nurse obtain a per diem nurse as her/his relief without the prior approval of the Nurse Director or designee. Said approval shall not be unreasonably withheld.

6.09 Increase/Decrease in Hours

Nurses who desire an increase or decrease in scheduled hours of work shall submit a dated written request to her/his Nurse Director specifying the requested changes. The Nurse Director will attempt to comply with the request if feasible. Approval of such requests shall be based on operational needs.

6.10 Hours Reduced

Hours taken by mutual agreement of the parties, as time off without pay due to excess staffing or employer request, shall be considered time worked for purposes of benefit accrual (sick time, vacation time, holiday time, etc.).

No nurse shall be floated from one unit to another (except float nurses, should they opt not to take HR [time off without pay]) to fill a slot where a nurse from that unit was granted HR from unless nurse from first unit declined HR.

Example #1:

Float Nurse: 1 on: to 2nd North
2nd North: needs help
3rd North: overstaffed: Offered HR

Example #2:

Float Nurse: non-scheduled/on duty
2nd North: overstaffed by 1 RN, all RNs decline HR
3rd North: adequate staffing, 1 RN accepts HR
therefore, 1 RN floated from 2nd North to 3rd North

6.11 Low Census Language

Notwithstanding anything else in this Agreement, the Employer maintains discretion to cancel work shifts for reasons relating to patient census. The Employer will first ask for volunteers. If the Employer does not receive a sufficient number of volunteers, the Employer shall reduce or cancel work shifts at least 2 hours in advance of the day shift and 3 hours in advance of the evening and night shifts, in the following order: temporary employees (including agency employees), per diem employees, and finally regular full and part-time employees in the following order: (1) overtime shifts (2) extra shifts non overtime (using rotating seniority). The Employer will begin a new seniority list every calendar year. Employees who are low censused may use

accrued benefit time and shall not have their time off or medical benefit eligibility or costs jeopardized by any loss of hours due to application of this section. No regular full or part-time employee shall experience more than 4 low census cancellations during any calendar year (one from Oct. 1, 2010 through Dec. 31, 2010).

ARTICLE VII

WAGES

7.01 Wages – See Appendix VI for salary scales.

A. Step increases will be suspended between January 1, 2011 through December 31, 2011.

7.02 Shift Differential

A. Nurses who work four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive three dollars (\$3.00) per hour for each hour worked during such period. The shift differential shall be included in holiday, vacation, sick leave and mandatory education program payments made to nurses who regularly work the evening or night shift. "Mandatory education program" means a program the Hospital requires a nurse to take.

If a nurse who regularly works an evening or night shift is oriented on a shift, then he/she will be paid according to the following:

| <u>If previous shift</u> | <u>and transfers to</u> | <u>will be paid differential for:</u> |
|--------------------------|-------------------------|---------------------------------------|
| Nights | Nights | Nights |
| Evenings | Evenings | Evenings |
| Evenings | Nights | Evenings |
| Nights | Evenings | Evenings |

This applies to current RNs in bargaining unit who transfer per above.

B. The 6:00 p.m. to 6:00 a.m. shift and the 7:00 p.m. to 7:00 a.m. shift shall receive the 11-7 differential for the entire shift. The 11:00 a.m. to 11:00 p.m. shift shall receive the 3-11 differential for the entire shift.

7.03 Weekend Differential

Nurses working on weekend shifts (which for the purpose of this Section shall mean all shifts starting with the tour of duty beginning with the night shift on Friday through the tour of duty ending with the evening shift unless otherwise designated under Article 6.06B on Sunday) will receive additional compensation of one dollar and fifty cents (\$1.50) per hour effective the first pay period following ratification of this Agreement.

7.05 On Call - Call Back

Any nurse on-call shall be paid at the rate of \$3.00/hour. When a unit requires on-call coverage, volunteers will be requested within the unit. If there are no volunteers within the unit, then the on-call will be offered to cross-trained nurses from other units. When on-call, the nurse will receive on-call pay for the duration of the on-call status. If the nurse is called in to work, she/he shall continue to receive the on-call pay plus her/his regular rate of pay with a two (2) hour minimum. The nurse shall also receive charge pay when appropriate. The nurse shall be entitled to any other appropriate differentials, as defined by the agreement.

The holiday differential shall be paid for the time worked on the holiday. For Memorial Day, Fourth of July, Thanksgiving, Christmas, New Year's Day, Labor Day, Washington's Birthday, and Columbus Day nurses called in to work shall receive time and one-half plus one-half for a two-hour minimum.

Nurses who are in other units may request to be on the on-call list in a unit where they are not regularly assigned. The nurse may be called from this list when nurses from the unit where the on-call is being offered are not available. It is the Nurse's responsibility to stay oriented in this department; however, the Hospital shall determine the nurse's qualification to be on this list and to remain on this list.

Mandatory On-Call may be required of OR or PACU nurses. In the PACU, the on-call may be required:

- a) when all 8 beds in CCU are occupied
- b) the anesthesiologist will remain in building until patients are discharged to their rooms
- c) the Hospital will develop an expanded voluntary list of qualified registered nurses to do voluntary call in PACU
- d) the Hospital agrees to discuss nurses' qualifications on the expanded list for on-call, call-back in the PACU unit
- e) if a nurse is on the on-call, call-back list and she/he had not been in the PACU unit in the past four (4) months she/he will be reoriented
- f) on-call, call-back pay shall be the same as for OR nurses as provided above
- g) response time for PACU shall be within 30 minutes of notification
- h) if no one volunteers, the PACU nurse (s) whose turn it is on the rotating seniority list will be mandated to come in.

It is agreed that the Hospital will provide beepers for the nurses scheduled for on-call status. The Hospital agrees to provide an area where a nurse may stay while on-call when she/he chooses not to leave the Hospital premises.

7.06 Charge Nurse

A nurse who is assigned charge nurse of a unit shall receive an additional one dollar and fifty cents (\$1.50) per hour for any time said nurse assumes this role. Charge nurse functions are an assignment not a position and will be made by the appropriate Nurse Director. Only one nurse in Radiology, Endoscopy, Infection Control and Chemo-Therapy shall receive charge pay while working during the same time period.

7.07 Rate at Time of Hire

Newly-employed nurses may be placed in a step in the rate range in accordance with their prior experience, as determined by the Nurse Director or her/his designee, provided that a nurse may be placed on a step no higher than her/his number of years worked as a registered nurse. No newly employed nurse may be hired at a step higher than Step 9.

7.08 Degree Differential

A. Nurses with a Bachelor of Science Degree in nursing will receive one dollar and fifty cents (\$1.50) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

B. Nurses with a Master of Science Degree in nursing will receive two dollars and fifty cents (\$2.50) per hour. This differential shall be included in holiday, vacation, and sick leave pay.

7.09 Call-Back

If a nurse is not on call and is called back to work on the same day she/he was working, the nurse shall be entitled to a three (3) hour minimum at time and one half her/his regular rate of pay. If a nurse is called back to work for any other time period that the nurse was not previously scheduled to work, then the nurse shall be entitled to a three (3) hour minimum at the applicable rate. CRNA's cannot be mandated to take call or be called back into work.

7.10 Certification Differential

A. An additional thirty-five cents (\$.35) per hour will be paid for one area of certification only (except as otherwise set forth in Section 7.10.B., below). Said certification must apply to the area where the nurse is regularly assigned. All courses approved by the American Nurses Association shall be eligible for the certification differential. All other certifications must be approved by the Vice President Patient Care Services/Operations.

B. An additional one dollar (\$1.00) per hour will be paid for a specialty certification in an area of the nurse's unit or position. A nurse who passes a certification or recertification examination for such certification shall be reimbursed the cost of such examination. A one-time \$400 bonus shall be paid to a nurse who has obtained initial specialty certification; and a one-time \$100 bonus shall be paid to a nurse who has obtained recertification in his/her specialty. All specialty certifications must be approved by the Vice President Patient Care Services/Operations.

7.11 Ambulance Transport

An employee engaged in the ambulance transport of a patient shall be paid in addition to her/his contract rate of pay an additional pay of one-half (1/2) of the maximum step of a registered nurse pay scale at Grade 10 for each hour of transport.

An on duty nurse may be required to serve as an ambulance transport nurse for a patient on their unit. Qualified volunteers will first be requested. If there are not volunteers, the hospital shall utilize a rotation based on seniority. A nurse may refuse 1 such assignment during the term of the agreement. However, she/he will be the nurse designated to serve in this capacity the next time the need arises. If all nurses refuse the assignment, the least senior qualified nurse shall be designated despite her earlier declination.

7.12 Certified Registered Nurse Anesthetists

Newly hired CRNAs may be placed anywhere on the step scale for Grade 13.

7.13 Harassment Free Environment

Any employee who has a complaint pertaining to harassment should report the incident to his/her Director or Clinical Coordinator. If the alleged harassment involves the Director or Clinical Coordinator, or Case Management Coordinator, the employee should report the incident directly to the Vice President of the division or to the Vice-President of Human Resources.

Any such complaints will be promptly investigated with the assistance of Human Resources, and the results of the investigation reported back to the complainant.

7.14 ID Badge

Nurses are required to wear ID badges at all times while on duty. If the nurse forgets to report to work with the ID badge, she/he shall report to her/his supervisor prior to the start of the shift and she/he will be given a temporary badge for the work day.

ARTICLE VIII

BENEFIT ENTITLEMENT

8.01 Part-Time Nurses Benefit Entitlement

Part-time nurses will receive benefits on a pro-rata basis. The Schedule of Benefits is to be based on the number of hours for which the nurse is hired and regularly scheduled to work, as follows:

| <u>Hours of Work</u> | <u>Percent of Benefits</u> |
|----------------------|----------------------------------|
| 0-15..... | No Benefits (See Art. XI, 11.08) |
| 16-23..... | 40% Benefits |
| 24-31..... | 60% Benefits |
| 32-39..... | 80% Benefits |

| | |
|--------------------------|---------------|
| 36 (3 12-hour shifts) | 100% Benefits |
| 40 hours..... | 100% Benefits |

A change in fringe benefit entitlement will result from a permanent change in the number of hours scheduled to work per week for not less than three (3) months duration. Hours worked during the summer will not be considered as a permanent change in scheduled hours. In case of a permanent job change, the new benefit entitlement will be effective immediately.

For all part-time nurses, the appropriate fringe benefit entitlement will be calculated at the end of June and December each year by dividing the number of hours worked in those six (6) month periods by twenty-six (26) weeks. Exceptions to this occur when (1) the employee transferred permanently to a new category within the computation period in which case only those hours worked from date of transfer will be included in the calculation, and (2) the nurse was initially employed during the computation period in which case the number of hours worked will be divided by the number of weeks worked from date of hire and additional hours due to orientation will be excluded from the calculation. Leaves of absence will not be used in the computation of benefits under this Article. The appropriate change of benefit entitlement will become effective the first pay period of July and January of each year.

Temporary and Per Diem nurses will not be eligible for benefits.

ARTICLE IX

HOLIDAYS

9.01 Holidays

Ten (10) holidays are granted to nurses each year. A nurse is eligible for paid holiday after (30) days of continuous service, with the exception of the Floating Holiday which requires three (3) months of continuous service. The holidays occur during the calendar year as follows:

| | |
|-----------------|---------------------|
| New Year's Day | Columbus Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | Employee's Birthday |
| Labor Day | Floating Holiday |

9.02 Work on Holiday

In order to provide adequate staffing coverage a nurse may be required to work holidays. In this case, the nurse is given another day off, preferably to be taken within sixty (60) days of the actual holiday. The nurse will be paid for any unused holidays. The nurse has the option to take pay rather than an additional day off at straight time within sixty (60) days. It is the nurse's responsibility to inform her/his Nurse Director of her/his choice thirty (30) days prior to the holiday.

9.03 Holidays Off

Holidays will be rotated as equitably as possible according to the operating needs of the Hospital.

9.04 Holiday Pay

In order to be eligible for holiday pay, a nurse must work her/his scheduled day before and after the holiday, unless it is determined that she/he is absent for good cause.

9.05 Holiday During Vacation

If any holiday falls during a nurse's vacation, one (1) day may be added to her/his vacation time.

9.06 Holiday Use on a Weekend

Floating holiday and Holiday Time may be taken on a weekend, provided the nurse obtains her/his own relief with the prior approval of the Nurse Director/Nursing supervisor (except as provided in Art. VI, 6.06, D). Such relief will not result in overtime payment. A nurse will not be required to rotate to another shift on the above mentioned holidays.

9.07 Holiday Definition

All holidays will begin at 11:00 p.m. on the eve of the holiday and end twenty-four (24) hours thereafter, except that, Christmas Day and New Year's Day will begin on December 24 at 3:00 p.m. and December 31 at 3:00 p.m. and end December 25 at 11:00 p.m. and January 1 at 11:00 p.m., respectively.

The Hospital will endeavor, subject to its operating needs, to give Christmas Day off to a nurse who has worked Thanksgiving Day and New Year's Day and to give Thanksgiving Day and New Year's Day off to a nurse who has worked Christmas Day.

A nurse will not be required to rotate to another shift on the above mentioned holidays.

9.08 Holiday Differential

A nurse who works on Memorial Day, Fourth of July, Thanksgiving, Christmas Day, New Year's Day, Labor Day, President's Day, and Columbus Day shall be paid at the rate of time and one-half (1 1/2).

9.09 Floating Holiday

The Floating Holiday must be scheduled in advance and at the convenience of the unit.

9.10 Part-Time Nurses

For part-time nurses, the Part-Time Nurse Benefit Entitlement policy shall control, except that nurses scheduled to work on a holiday will receive eight (8) hours pay for their compensatory day off. This provision does not apply to the nurse's birthday.

ARTICLE X

VACATION

10.01 Vacation Policy

Vacation accrual for full-time employees shall be as follows:

For CRNA, the "1-9" category shall be twenty (20) days.

| <u>Years completed by Anniversary Date</u> | <u>Entitlement</u> |
|--|--------------------|
| 1 – 9 | 15 days |
| 10 – 19 | 20 days |
| 20 – over | 25 days |

The employee will accumulate vacation credits on an hourly basis upon the completion of each week. Employees will be allowed to accrue vacation hours up to eighteen (18) months, at which time, they must use a portion of that total or risk losing any amount over the eighteen (18) month total.*

Earned Vacation Credits Per Week Per Benefit Status

| <u>3 weeks or 15 days</u> | <u>4 weeks or 20 days</u> | <u>5 weeks or 25 days</u> |
|---------------------------|---------------------------|---------------------------|
| 40% 0.924 hrs/wk | 40% 1.231 hrs/wk | 40% 1.539 hrs/wk |
| 60% 1.385 hrs/wk | 60% 1.847 hrs/wk | 60% 2.308 hrs/wk |
| 80% 1.847 hrs/wk | 80% 2.462 hrs/wk | 80% 3.077 hrs/wk |
| 100% 2.308 hrs/wk | 100% 3.077 hrs/wk | 100% 3.847 hrs/wk |

12 Hour Shifts

| <u>3 weeks or 15 days</u> | <u>4 weeks or 20 days</u> | <u>5 weeks or 25 days</u> |
|---------------------------|---------------------------|---------------------------|
| 60% 1.385 hrs/wk | 60% 1.847 hrs/wk | 60% 2.308 hrs/wk |
| 100% 2.308 hrs/wk | 100% 3.077 hrs/wk | 100% 3.847 hrs/wk |

- * RE: 12 hour shifts personnel:
 - a) 2 - 12 hour shifts = 60%
 - b) 3 - 12 hour shifts = 100%

Examples

An individual with 4 wk/year vacation accrual status earns 12 regular hours a month (plus 1.33 hours/month nonproductive).

Scenario #1

If she/he takes one vacation day in a week, 12 hours are deducted from the balance of regular vacation hours:

| | | | | | | |
|---------|---|---------|--|----------|---|-------------------------------------|
| Monday | | Friday | | Saturday | | Person receives 24 hours of regular |
| 12 hrs. | + | 12 hrs. | | 12 hrs. | = | pay, 12 hours of vacation pay, and |
| Vac. | | + | | Worked | | 4 hours of nonproductive (as well |
| | | Worked | | | | as any applicable differentials) |

(1/3 of 4 hours NP or 1.33 hrs. relates to the 12 hrs. vac.)

Scenario #2

If she/he takes two vacation days in a week, 24 hours are deducted from the balance of regular vacation hours:

| | | | | | | |
|---------|---|---------|--|----------|---|-------------------------------------|
| Monday | | Friday | | Saturday | | Person receives 12 hours of regular |
| 12 hrs. | + | 12 hrs. | | 12 hrs. | = | pay, 24 hours of vacation pay, |
| Vac. | | + | | Worked | | and 4 hours of nonproductive |
| | | Vac. | | | | (as well as any applicable |
| | | | | | | differentials) |

(2/3 of 4 hrs. NP or 2.67 hrs. relates to the 24 hrs. vac.)

Scenario #3

If she/he takes three vacation days in a week, 36 hours are deducted from the balance of regular vacation hours:

| | | | | | | |
|---------|--|---------|--|----------|---|-------------------------------|
| Monday | | Friday | | Saturday | | Person receives 36 hours of |
| 12 hrs. | | 12 hrs. | | 12 hrs. | = | vacation pay and 4 hours of |
| + | | + | | Vac. | | nonproductive (as well as any |
| Vac. | | Vac. | | | | applicable differentials) |

(3/3 of 4 hrs. NP or 4 hrs. relates to the 36 hrs. vac.)

10.02 Vacation Scheduling

(A) A nurse must complete six (6) months of continuous employment before being eligible to use accrued vacation time. Subject to the operating needs of the Hospital, and the procedures set forth below, vacation may be taken at any time during the year, and in increments

of less than one week, if so desired. It shall be the responsibility of the Nurse Director to arrange coverage.

Requests for vacation time shall be submitted per the following time schedule:

- (B) Requests for June through August shall be submitted by March 15th.

The Nurse Director shall respond to these requests within thirty (30) days after the above receipt dates.

Seniority shall be the determining factor in resolving conflicts among nurses who make such requests. If a conflict occurs between two or more nurses, the nurse who did not receive the vacation time may register the conflict with the Nurse Director, in writing, within fifteen (15) days after the vacation request was denied. If a conflict in vacation requests should then occur in the succeeding year for the same time period among the same nurses who registered the conflict, the most senior nurse registering the conflict will be granted the vacation time.

- (C) Requests for the rest of the year shall be on a "first come, first served basis if the request is submitted not more than one year in advance."

- (D) Once vacation is scheduled, it shall be deemed to have been taken, for purposes of resolving conflicts, notwithstanding any occurrences to the contrary.

- (E) Vacations will always be scheduled according to the operating needs of the Hospital.

- (F) Vacation days will be taken on a weekend provided that the nurse obtains her/his own relief with the prior approval of the Nurse Director (except as provided in Article VI, 6.06, D). Such relief will not result in overtime payments.

- (G) When an employee actually takes vacation, he/she must have the accrued vacation time available to cover the time off.

10.03 Pro-Rata Vacation Policy

1. Part-time nurses according to fringe benefit category as per 10.01.
2. A nurse on an unpaid leave of absence does not continue to accrue vacation time.

10.04 Vacation Pay Advance

A nurse may be paid in advance for the week(s) to be used as vacation, if she/he notifies in writing her/his Nurse Director on Sunday in advance of the date her/his vacation starts. This payment will then be made on the regular payday just prior to scheduled vacation.

10.05 Maximum Vacation Accruals

The maximum amount of vacation that can be accrued is noted in the following maximum accrual chart:

Maximum Accruals

| | <u>3 weeks or 15 days</u> | <u>4 weeks or 20 days</u> | <u>5 weeks or 25 days</u> |
|---------------|---------------------------|---------------------------|---------------------------|
| 40% Benefits | 72 hours | 96 hours | 120 hours |
| 60% Benefits | 108 hours | 144 hours | 180 hours |
| 80% Benefits | 144 hours | 192 hours | 240 hours |
| 100% Benefits | 180 hours | 240 hours | 300 hours |

12 Hour Shifts

| | <u>3 weeks or 15 days</u> | <u>4 weeks or 20 days</u> | <u>5 weeks or 25 days</u> |
|---------------|---------------------------|---------------------------|---------------------------|
| 60% Benefits | 108 hours | 144 hours | 180 hours |
| 100% Benefits | 180 hours | 240 hours | 300 hours |

10.06 Hospitalization

Hospitalization or confining disability with a physician's certificate suffered during a nurse's scheduled vacation will be considered as sick time. Vacation will resume at a mutually agreeable time.

10.07 Worked Vacation Periods

Employees with the approval of her/his Nurse Director or Case Management Coordinator may work up to one week of their vacation time in full day increments per calendar year. In such circumstances the employee shall receive the vacation time at her/his regular rate of pay in addition to any other pay received by the employee during that time period. This time shall only be granted where the employee has requested to work and the Nurse Director or Case Management Coordinator would have filled the position with other bargaining unit personnel.

ARTICLE XI

SICK LEAVE

11.01 Sick Leave

Sick leave is available only to cover nurses when ill. Claiming sick leave when no illness exists will be considered subject to disciplinary action. A nurse who reports ill for a period of one (1) week or more will bring a statement from her/his physician certifying the illness over the period of absence. In addition, the Nurse Director may require certification of illness from nurses whose sick leave pattern suggests abuse of sick leave (for example, out sick before a holiday or weekend, etc.). When Proof of Illness is requested and the nurse is unable to provide it, the nurse will be marked for an absent, unpaid day.

11.02 Amount of Sick Leave

- A. The sick leave year will be computed from January 1st through December 31st.
- B. Sick leave shall be accrued but not paid during the probationary employment period.
- C. Sick leave benefit is eight (8) hours per month to be earned on a monthly basis.

11.03 Sick Leave Accrual

Nurses shall accrue sick leave up to 720 hours. See Appendix 8 for exceptions to this rule.

11.04 Personal Reason Days

A nurse may use three (3) days of accrued sick leave per year for personal reasons. Personal reason days must be taken within the calendar year; otherwise they shall remain as accrued sick leave days. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital, except in emergency situations where personal reason days may be granted at the discretion of the Nurse Director/Clinical Coordinator or Case Management Coordinator.

Nurses with three years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year. Nurses with five years' Hospital-wide seniority by December 31 may use one additional day of accrued sick leave per year for personal reasons in the following year.

11.05 Sickness on Duty

Any nurse who reports for work and must leave due to illness, may be paid for time actually worked. The remainder of the day will be charged to sick leave if the nurse has any accumulated.

11.06 Accrued Sick Time Reimbursement

A. Any nurse who terminates or retires after ten (10) years of consecutive service will be reimbursed fifty percent (50%) of her/his accrued sick time over 400 hours. Any nurse who terminates or retires after twenty (20) years of consecutive service will be reimbursed seventy-five percent (75%) of her/his accrued sick time over 400 hours.

11.08 Part-Time Nurses Working 4-15 Hours

Part-time nurses regularly scheduled to work 4-15 hours per week shall accrue three (3) personal reason/sick days per year at the rate of two (2) hours per month for a total of three (3) days per year. When taken as a personal reason day, such time shall be scheduled in advance according to the operating needs of the hospital. Such personal reason days must be taken within the calendar year; otherwise they shall remain as accrued sick leave days.

11.09 Donation of Sick Leave Credits

A. Employees with accumulated sick leave credits of over 200 hours will be allowed to donate up to 80 hours of their accrual to a fellow employee who presents a compelling personal need for the donated sick time as mutually determined by the Department Head, the Divisional Vice President and Director of Human Resources. The Hospital shall not release the name(s) of employees who donate said hours.

B. The donated sick leave credits will be deducted from the donor's accrual on an hour for hour basis and will be paid to the recipient at the lower rate of the donor/recipient pay scale. No recipient shall be eligible to receive more than three (3) months of donated sick time in total.

C. Recipient of donated sick time will no longer receive benefits if they terminate their position or are employed elsewhere. Balance of sick time will be distributed on a pro rated basis to all donors.

ARTICLE XII

INSURANCE/HEALTH BENEFITS

12.01 Health Insurance

The Hospital currently supports enrollment in three Blue Cross/Blue Shield of Massachusetts plans, including preferred provider (PPO), Point of Service (POS) and health maintenance organization (HMO Blue) options. The Hospital will pay seventy-five percent (75%) of the premium for Family, Individual Plus One and Individual coverage for nurses who work thirty-two (32) or more hours per week, and a proportionately smaller amount for nurses in the forty percent (40%) and sixty percent (60%) fringe benefit categories. Coverage is effective upon enrollment and deductions from paychecks are made on a weekly basis and begin immediately upon enrollment, when coverage becomes effective. For nurses who change their work schedule so that

a change in fringe benefits status is required, the increase or decrease in premium shall become effective in the following pay period, except as noted above. The Hospital may discontinue the Master Health plan without having to provide any replacement plan, as there are no current enrollees in the plan.

The Hospital may substitute another health insurance plan in place of Blue Cross/Blue Shield of Massachusetts provided the benefits shall be equivalent or better.

12.02 Dental Insurance

The Hospital will continue to provide a dental plan with the hospital paying sixty-four percent (64%) of the premium for individual coverage and forty-five percent (45%) of the Family coverage. Pro-rata payments shall apply to nurses working less than thirty-two (32) hours per week. If any improvements in the Dental Plan are offered to the non-union employees, the same improvements will be offered to all employees represented by the MNA to be accepted or rejected at the MNA's option.

12.03 Life and Accidental Death/Dismemberment Insurance

The Hospital will provide Life and Accidental Death and Dismemberment Insurance in the amount of one times the nurses yearly base salary rate for nurses in the bargaining unit provided they meet the eligibility requirements set forth in the Hospital Personnel Policies and in accordance with the Age Discrimination and Employment Act. Nurses in the sixty percent (60%) benefit entitlement category will receive Twelve Thousand Dollars (\$12,000) in life insurance benefits. Nurses who terminate employment may opt to continue this policy except that nurses aged sixty-five (65) shall have the insurance reduced in accordance with the Age Discrimination and Employment Act.

12.04 Liability Insurance

The Hospital will continue to insure each nurse under its liability policy.

12.05 Worker's Compensation

The Hospital will continue to insure each nurse under the Massachusetts Worker's Compensation Act.

12.06 Pension Plan

Participation in the NARH Retirement Income Plan will be frozen for all nurses as of September 30, 2010 and no further benefits will be earned by those nurses under the Retirement Income Plan. However, all nurses meeting the participation requirements will be eligible to participate in a 403(b) defined contribution plan described below:

Each currently employed nurse who is age 50 years of age or older upon the effective date of this Agreement will be eligible to participate in the 403 (b) Plan and will be entitled to a Hospital match of the nurse's contributions as follows:

| Nurse Contribution | Hospital Match | Total |
|--------------------|----------------|--------|
| 1% | 3.0% | 4.0% |
| 2/0% | 4/0% | 6/0% |
| 3/0% | 5/0% | 8.0% |
| 4.0% | 6.0% | 10.0% |
| >4.0% | 6.0% | >10.0% |

Each currently employed nurse who is age 40-49 upon the effective date of this Agreement will be eligible to participate in the 403 (b) Plan and will be entitled to a Hospital match of the nurse's contributions as follows:

| Nurse Contribution | Hospital Match | Total |
|--------------------|----------------|-------|
| 1% | 3.0% | 4.0% |
| 2.0% | 4.0% | 6.0% |
| 3.0% | 5.0% | 8.0% |
| >3.0% | 5.0% | >8.0% |

Each currently employed nurse who is under the age of 40 upon the effective date of this Agreement, and all nurses hired by the Hospital after ratification of the Agreement, will be eligible to participate in the 403 (b) Plan and will be entitled to a Hospital match of the nurse's contributions as follows:

| Nurse Contribution | Hospital Match | Total |
|--------------------|----------------|-------|
| 1% | 2.0% | 3.0% |
| 2.0% | 3.0% | 5.0% |
| >2.0% | 3.0% | >5.0% |

Nurse contributions to the 403 (b) Plan will vest immediately. Hospital contributions will vest immediately for nurses with five (5) or more years of benefits-eligible employment. (Hospital contributions will vest pursuant to graduated vesting schedules for other employees, depending on their years of service and other factors.)

| Years Participation | Vesting |
|---------------------|---------|
| <1 | 0% |
| 1-2 | 20% |
| 2-3 | 40% |
| 3-4 | 60% |
| 4-5 | 80% |
| >5 | 100% |

12.07 Pre-Employment Physicals

In the event the hospital implements a requirement of pre-employment physicals, all such components shall be applied uniformly to newly-hired nurses.

12.08 Annual X-Ray/Lab Tests

Annual Chest X-Ray, CBC, Chem profile and urinalysis will be provided for nurses who so desire. TB Skin Tests are required by the Hospital. The tests and the reading of the results of the tests will be performed during the nurses regular shift.

12.09 Pharmacy Discount

Subject to the applicable Rules and Regulations established by the Commonwealth of Massachusetts the Hospital will continue its current Pharmacy discount practice of cost +10%.

12.10 Disability Insurance

The Hospital will provide a payroll deduction Disability Insurance Plan at full cost to the nurse.

12.11 Insurance Pre-Tax Plan

The Hospital will continue to offer a pretax plan for employees carried under the Hospital's health, dental and life insurance plans pursuant to section 125 of the Internal Revenue Code.

ARTICLE XIII

PAID LEAVES OF ABSENCE

13.01 Bereavement Leave

In the event of death of father, mother, brother, sister, (step and foster relations included) paid absence will be granted for a period of up to three (3) days. In the event of death of a spouse or child, paid absence will be granted for a period of up to five (5) days. In the event of death of a parent-in-law, grandchild or a grandparent, paid absence will be granted for a period of up to two (2) days. In the event of death of other "in-law" relationships, paid absence will be granted for up to one (1) day.

All paid absences are to be taken within seven (7) days of the death, except in the case of extenuating circumstances. In such a case, permission to take the bereavement day (s) beyond the seven (7) day period will not be unreasonably withheld.

13.02 Jury Duty

Any nurse called for jury duty will receive the difference between her/his regular earnings and her/his payments for jury service for regularly scheduled work periods. The nurse must make arrangements with the Nurse Director in advance of such absence. On return from serving on jury duty, a jury duty statement must be furnished indicating fees paid by the Court.

13.03 Military Leave, Reserve

Any full-time nurse or part-time nurse with one (1) or more years of continuous service with this Hospital who is a member of a military reserve organization of the Armed Services of the United States as a registered nurse and is required to report for training shall be eligible for compensated military leave. This Hospital will compensate a nurse on military leave by making up the difference between the amount she/he would have received as pay for her/his regularly scheduled work week up to forty (40) hours and that pay which she/he received from the Government. (A statement indicating wages received for military duty signed by the employee's commanding officer or finance officer shall be presented to Human Resources). However, the Hospital shall not be obligated to compensate an employee beyond a fifteen (15) day training period.

The Hospital shall be notified as soon as possible after the employee is notified of a planned Military Leave of Absence. The Hospital has the right to verify that the employee has received military orders. After the annual fifteen (15) calendar day training period has been ended, the employee may continue training in an unpaid employment status or by using accrued benefit time at the employee's choice.

13.04 Court Appearance

Any nurse who is required or requested by the Hospital to appear in court on its behalf shall be considered to be on working time during such appearance.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

14.01 Leaves of Absence

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

Nurses may request a temporary reduction in hours of work, including hours within a shift, and still retain their position, for 30 day increments up to a maximum of 90 days, when returning from a leave of absence for child birth, adoption, education, personal or family illness.

The request for a temporary reduction in hours shall be submitted to the Nurse Director or Case Management Coordinator on a proper form at least one (1) month in advance of the requested 30 day time period, unless such notice is beyond the control of the employee.

Extensions for a temporary reduction in hours must be submitted in writing, to the Nurse Director or Case Management Coordinator at least two weeks (2) in advance and approved at least one (1) week in advance of the expiration of the previous leave.

The granting of these requests shall be subject to operational considerations. Employee benefit status will not be effected as a result of the granting of the request.

14.02 Extensions

Extensions to a leave must be submitted in writing to the Nurse Director at least two (2) weeks in advance and approved at least one (1) week in advance of the expiration of the previous leave.

14.03 Eligible

A nurse shall not be eligible for a leave of absence in an amount greater than indicated in this Agreement without the written approval of the Vice President Patient Care Services/Operations Services, but in no case will leave of absence exceed one (1) year.

14.04 Requests for Leave

Request for leave of absence shall be submitted to the Nurse Director on the proper form at least one (1) month in advance, unless such notice is beyond the control of the nurse.

14.05 Unable to Return

If the nurse is unable to return to work after the expiration of all eligible leave, she/he will be terminated and may reapply for employment if she/he later wishes to return.

14.06 Return from Leave Notification

Before returning to work from a leave of absence, the Nurse Director must be given as much notice as possible, but not less than two (2) weeks, in order to enable her/him to reinstate the nurse.

14.07 Maternity/Paternity Leave

A nurse shall be eligible for maternity/paternity leave of absence under the following conditions:

A. Up to 120 calendar days, from the date of delivery, or from date of adoption. A nurse may opt to use accumulative sick leave of 5, 4, 3, or 2 days a week, provided she is physically unable to work, due to pregnancy, childbirth, or post-partum conditions, as verified by her attending physician, certified nurse midwife, or nurse practitioner.

A nurse may opt to use accumulative vacation time prior to or after the leave of absence. The Hospital will pay its usual percentage of medical insurance for a minimum of six (6) weeks (12 weeks if the nurse is eligible for coverage under the Family and Medical Leave Act of 1993).

B. Whenever a nurse becomes pregnant, regardless of length of service or number of hours worked, she shall request and have completed the Maternity Questionnaire within a reasonable period of time but not less than four (4) months previous to the expected date of normal confinement. It shall be the requesting nurse's responsibility to see that the Maternity Questionnaire is completed by her physician and returned to the Nursing Office.

C. Extensions will be granted up to a year in three (3) month blocks. Returns from said leave will be subject to the provisions of Section 14.16.

D. A nurse may return to work prior to the expiration of the leave subject to a two-week notice and the operating needs of the Hospital.

14.08 Personal Illness

Any full-time nurse or part-time nurse shall be eligible for a leave of absence without pay for a period of ninety (90) days beyond any accumulation under the Paid Leave Clause for personal illness or accident. The term "illness" shall mean medical inability to work for cause not covered under the Worker's Compensation Act whether due to accident or otherwise. Extensions may be granted in three (3) month blocks/ but in no case may the leave exceed one (1) year. Nurses may return prior to the expiration date of the leave, with a minimum two (2) weeks notice to the Nurse Director, or designee.

14.09 Industrial Accident Leave

A nurse who is absent because of industrial accident, which occurred at this Hospital, will be eligible for a leave of absence for a period of ninety (90) days or until approved for return to work by the attending, and the insurance carrier's, physician.

A nurse who is absent because of industrial accident, which occurred at this Hospital, may supplement Worker's Compensation benefits in combination with accrued sick leave up to a total of eighty percent (80%) of normal week's salary.

14.10 Personal Leave

Any full-time nurse or part-time nurse of one (1) or more years of continuous service may be eligible for a leave of absence without pay for personal reasons. Such leave may not exceed

thirty (30) calendar days but may be extended for an additional period (not to exceed thirty (30) calendar days) at the nurse's written request.

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

B. Said leave is in the discretion of the Nurse Director.

14.11 Critical Illness or Death in the Immediate Family

Any full-time nurse or part-time nurse of three (3) or more months of continuous service with this Hospital shall be eligible for leave without pay in a case of critical illness or death in the immediate family. The immediate family shall include spouse or children or parent living in the same household. Said leave may not exceed sixty (60) calendar days, subject to Section 14.02 of this Article. Employees with five (5) years' seniority may receive ninety (90) days' leave.

14.12 Educational Leave

A full-time nurse of one (1) or more years of continuous service with this Hospital may be eligible for leave without pay for the purpose of furthering professional growth and development which will be of value to the Hospital on the return of the nurse. Said leave may be granted up to twelve (12) months on written application. Said leave is in the discretion of the Vice President Patient Care Services/Operations.

14.13 Military Service

A nurse who has been inducted, enlisted or recalled to active service for an extended period of time shall be reinstated as on original date of hire upon return if she/he complies with Federal Law pertaining to veterans.

14.14 Less Than Thirty Days Leave

If a nurse is required to be absent from the Hospital for a period of less than thirty (30) days, she/he may be given a leave without pay, at the discretion of the Nurse Director. To qualify for such leave, the absence must be definitely anticipated to be less than thirty (30) days; if it is known in advance that the absence will be longer than this, the nurse is required to request regular leave of absence. A leave without pay does not affect earning or using fringe benefits. All vacation time must be used prior to the commencement of this leave.

14.15 Leave of Absence -Accrued Benefits

Employees on leave of absence for illness or accident (14.08 Personal Illness) or Maternity/Paternity (14.07 Maternity/Paternity Leave) will continue to accrue vacation, sick leave and holiday time. Likewise the Hospital will pay its portion of medical insurance premium for employees on Personal Illness and Maternity/Paternity Leave of Absence for 12 weeks.

Any nurse who returns from a paid or unpaid L.O.A. within the contractual time limits of the MNA/NARH contract will continue to accrue seniority (both hospital wide and bargaining unit) during said L.O.A.

14.16 Return from Leaves

A nurse returning within one-hundred twenty (120) days from a maternity/paternity leave of absence or ninety (90) days from a leave of absence due to illness, critical illness, or death in the immediate family will be reinstated to her/his former position, which includes shifts, hours, classification and unit. A nurse returning within one (1) year from any other leave of absence will be granted a similar position, if available, and the first opportunity to return to her/his former position.

ARTICLE XV

EMPLOYMENT STATUS

15.01 Vacancies

Vacancies in all units will be posted for a period of seven (7) days. In addition, positions will be posted on the NBH website. During the first seven (7) days, outside hires will be excluded. Applications must be made in writing to the Employment Specialist within the seven (7) day period. All lateral transfers will be filled on the basis of qualifications, as determined by the Nurse Director. Where qualifications are relatively equal, seniority will prevail. All applicants shall be notified within seven (7) days after the position posting has ended, and within thirty (30) days the nurse shall assume her/his new position. A written offer letter with the posting attached shall be placed in the personnel file and mailed to the home address of each new hire or transfer.

All newly-hired nurses will be required to stay in the position of hire for one year, unless waived by mutual agreement of the Hospital and the nurse involved.

The nurse may opt, after completing a year of service to transfer laterally. This can occur once in each twelve (12) month period, unless waived by mutual agreement of the Hospital and the nurse involved.

15.02 Promotions

When a promotional vacancy in the bargaining unit occurs, it shall be filled by the most qualified applicant as determined by the Nurse Director. If there are applicants of relatively equal ability as determined by the Nurse Director, then seniority shall be the determining factor in the selection. If there are no qualified applicants within the bargaining unit as determined by the Nurse Director, then the Hospital may recruit from outside the bargaining unit. If the promotional position has not been awarded to an internal applicant after a period of seven (7) days from the date of the posting, it may be opened to external applicants or be reposted.

Promotional vacancies will be posted on a bulletin board for a period of seven (7) days. Applications must be made to the Director of Human Resources, in writing, within the seven (7)

day period. All applicants shall be notified of the decision about who (if any applicant) has been awarded the position as soon as possible. If an internal applicant is selected, he/she shall assume her/his new position as soon as the operational needs of both areas allow. There shall be a promotional probationary period of sixty (60) days during which time the Hospital may return the nurse to her/his former position at the discretion of the Nurse Director. Further, the nurse may, during the probationary period, elect to return to her/his former position.

15.03 Job Postings

A copy of all R.N. job postings will be sent to the Chairperson of the bargaining unit. Included on the copy to the Chairperson shall be the name of the R.N. who vacated the position or an indication that it is a new position. All postings of vacancies will remain on the MNA bulletin board until filled. The Hospital agrees to provide a glass covered locked bulletin board for the posting of job vacancies.

15.04 Orientation

Every newly employed nurse will participate in an orientation program of a minimum of 120 hours, unless the background and experience of the nurse indicates that 120 hours are not necessary. Part-time nurses will be required to participate to satisfy the 120 hours. New orientees will not take charge during the 120 hours minimum orientation period unless the Nurse Director and the employee feel she/he is prepared for charge experience. Nurses permanently assigned to new areas, new duty changes or shift changes will receive a reasonable amount of orientation.

The Hospital will attempt to bring the initial orientation as close to the actual rotation as possible for those nurses rotating to the night shift.

An employee assigned as a preceptor to a new employee or a newly transferred employee shall be paid a preceptor differential of \$1.00 per hour for each hour precepting on the unit, not to exceed the first six weeks of the new employee's introduction to the unit.

15.05 Performance Evaluation

Each nurse will receive a copy of her/his evaluation which shall be completed by the Nurse Director(s) of the assigned area(s) for the duration of the current evaluation.

15.06 Personnel Files

Nurses may review the contents of their Personnel file upon making an appointment with the Human Resources staff.

Any oral or written reprimand, negative letter, or other adverse material given to a nurse which is followed by eighteen (18) months during which time no other reprimand, negative letter, adverse material and/or other disciplinary action is taken against that employee shall be considered invalid, except those relating to patient abuse or major rule infractions. Such materials will not be placed in the nurse's personnel file unless the nurse has had an opportunity to review the material.

The nurse will acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The nurse will also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Vice President Patient Care Services/Operations and attached to the file copy.

When a complaint, negative letter, or other adverse material is received by the Hospital about one of its nurses, the material will not be placed in the nurse's personnel file until an investigation has been conducted and unless some or all of the allegations appear to be warranted. The conclusion of the investigation will be placed in the nurse's file with the negative material. If the Hospital determines that the allegations are not warranted, the materials will not be placed in the nurse's personnel file.

15.07 Non-Discrimination

Neither the Hospital nor the Association will discriminate against any nurse because of race, color, age, creed, sex, national origin, marital status, handicap, sexual orientation or any other characteristic protected by law.

15.08 Discipline

A nurse will be disciplined, discharged, or demoted only for just cause provided that a nurse may be terminated during her/his probationary period without recourse by the nurse or the Association.

15.09 Notice of Resignation

When a nurse intends to resign she/he shall give the appropriate Nurse Director three weeks advance, written notice, with a copy to the Vice President of Human Resources.

ARTICLE XVI

SENIORITY

16.01 Seniority

A. Bargaining Unit Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire (which shall mean the first day of work corresponding to said hire date) as a registered nurse. Bargaining Unit Seniority shall be used in determining wage increments, lay-off preference, vacancies and promotions in the bargaining unit in accordance with the provisions of the Agreement which deal specifically with these matters (see 16.01 G).

B. A nurse will acquire Bargaining Unit Seniority after completion of the ninety (90) day probationary period, which seniority will be computed from the nurse's date of hire (which shall mean the first day of work corresponding to said hire date) as a registered nurse, except as noted

in Section 16.03. The probationary period for a per diem nurse shall be completed after s/he works 400 hours.

C. A nurse with three (3) years of continuous service who terminates and is re-employed within eighteen (18) months shall receive one-half (1/2) of her/his former bargaining unit seniority after three (3) years of continuous service.

D. (1) An RN currently in a non-bargaining unit RN position can only bid on bargaining unit positions which are vacant for reasons other than reduction in force.

(2) Once said RN has successfully bid on such a position her/his bargaining unit seniority shall be computed, based upon continuous service from most recent date of hire, using the following formulas:

- a. All service while employed as an RN up to October 1, 1976, shall count as Bargaining Unit Seniority, and
- b. After October 1, 1976, only service in an RN bargaining unit position shall count as Bargaining Unit Seniority.

E. In the case of an RN who has worked in the Hospital as an LPN, seniority shall be calculated as union seniority from last date of hire as an RN plus one (1) month for each year of LPN seniority only when said RN has worked as an RN for five (5) years or more. This seniority should only be used in case of Reduction In Force or in applying for posted positions.

F. The Hospital will prepare a seniority list of all nurses in the RIF location. In the event of a RIF, RNs with the same seniority date shall have their names placed in a box. First name drawn from the box will be listed as most senior RN for that date, second drawn as second most senior, etc. Names will be drawn again as pr this paragraph for each succeeding RIF.

G. Per diem bargaining unit seniority shall be applicable for lay-off determination and bidding in vacant position in reference only to other NARH per diem nurses or outside hires.

Nurses in the bargaining unit who transfer from per diem status to a permanent position will have bargaining unit seniority calculated from the date they first became included in the bargaining unit and excluding any pr diem employment during which they were not in the bargaining unit. Hospital-wide seniority will be effective from the most recent date of hire in a permanent status.

H. In the event that the Hospital enters into a merger with another Massachusetts Nurses Association represented medical facility, which creates one bargaining unit from the two former ones, if the nurses in both bargaining units agree to dovetailing their respective seniority lists, then it is agreed that the Massachusetts Nurses Association shall indicate this in writing and management shall not dispute the Massachusetts Nurses Association's method for this seniority list to be implemented in the newly formed bargaining unit.

16.02 Hospital-Wide Seniority

Hospital-Wide Seniority means length of time a nurse has been continuously employed with the Hospital from the last date of hire in any position with the Hospital. Hospital-Wide Seniority shall be used in determining fringe benefit entitlement and vacation scheduling.

16.03 Loss of Seniority

Seniority will be lost by:

- A. Resignation.
- B. Discharge for just cause.
- C. Accepting employment while on leave of absence without permission of the Hospital.
- D. Failure to return from approved leave.
- E. Failure to return to work when recalled from lay-off when the position offered is the same classification, unit, (as specified in Section 17.05), shift, and hours as the position the nurse held prior to lay-off within:
 - 1. One (1) week for a lay-off not exceeding six (6) months; and
 - 2. Two (2) weeks for a lay-off not exceeding eighteen (18) months.

Said notice shall be sent by certified mail to the nurse's last-known address as indicated by the Hospital Personnel records.

- F. Failure to be recalled from lay-off for a period equal to the seniority accumulation, but no greater than eighteen (18) months.
- G. Failure to report to work for two (2) consecutive days without notice to the Nurse Director.

ARTICLE XVII

REDUCTION IN FORCE

17.01 Reduction in Force

A. 1. If a reduction in force becomes necessary the Hospital shall notify in writing the Bargaining Unit Chairperson, or designee, and the MNA main place of business. The written notice will either be hand delivered or mailed return receipt requested no less than fourteen (14) calendar days prior to the scheduled reduction in force. The parties shall then confer in an attempt to find a reasonable solution.

2. Said fourteen (14) calendar days' notice period shall only be waived if an emergency situation results in a lack of work so suddenly that providing the above notice would not be possible.

3. All RNs who are scheduled to be laid off shall be notified at least fourteen (14) calendar days prior to the implementation of the reduction in force except in the emergency situation noted above. This notice is to be either hand delivered or mailed return receipt requested.

4. Unless otherwise agreed during the conference referred to in Section A 1 above, the reduction in force shall be made in accordance with the following sections:

B. The notice referred to in Section A3 above will contain the classification, unit, shift, and area to be affected, and the total number of hours to be reduced in that unit/area. (Henceforth to be referred to as the RIF location).

C. For purposes of lay-off, the Hospital's units are: (The specific floors would be defined, e.g., 3rd General.)

- | | | |
|------------------------------|--------------------------|----------------------------|
| a. Medical/Surgical & Floats | g. Case Managers | m. Nurse Practitioners |
| b. Operating Room | h. Anesthesia | n. Special Procedure Nurse |
| c. PACU | i. Short Stay Unit | |
| d. Critical Care | j. Specialty Float Nurse | |
| e. Maternity | k. Endoscopy | |
| f. Emergency Department | l. Greylock Pavilion | |

D. During RIF, present board members cannot be bumped from their present positions but cannot bump into a position of higher seniority.

17.02 Procedure

A. The Hospital will prepare a seniority list of all nurses in the RIF location. Starting with the least senior RN (Probationary RN, if any), the Hospital shall eliminate RN positions until the required number of hours has been reduced.

This procedure may result in the partial elimination of a position. (For example, forty (40) hours need to be reduced in the Staff RN position in Med/Surg., Day Shift. The least senior employee working in that classification, unit, shift, and area works thirty-two (32) hours. She/he would be laid off. The next least senior that meets the above criteria works forty (40) hours. She/he would have her/his hours reduced from forty (40) to thirty-two (32) hours).

B. If the reduction in force results in the partial elimination of the position of the last nurse affected, and that nurse opts not to accept the reduced hours, the position will be offered in order of seniority to nurses targeted for lay-off or displaced through the exercise of bumping rights. If the position is not filled in this manner, the usual vacancy procedures in Article XV shall apply.

C. The nurse(s) laid off, or whose position is partially eliminated, may exercise the following options:

1. Accept the lay-off without penalty unless a position is available, through posting or displacement, where the only difference from the nurse's prior position is in the Med/Surg. area worked.

2. Retain her/his prior position at reduced hours, if applicable.

3. Exercise bumping rights as provided in Article 17.03 below.

4. Preference will be given to RIF nurses for vacancies that have not been filled at the time written notification is given to the MNA of a RIF and any posting occurring during the notice period prior to the RIF. If a vacancy is filled, whether by an internal or external candidate, just prior to written notification of a RIF to MNA, then RIFed nurses will not be given preference for these positions as long as the MNA chairperson had been notified by dated e-mail and a hard copy of the individual who was selected for the position prior to the date of written notification to the MNA of the RIF.

17.03 Displacement Procedures

The Hospital shall then draw up a Master List of all bargaining unit RNs, all three (3) shifts combined. Then each RN whose position has been eliminated, as per subsection 17.02 herein, shall have her/his name circled on said Master List.

Starting with the most senior RN circled, each RN shall have the opportunity to select one of the following options:

(1) The nurse shall be laid off.

(2) The nurse may displace any RN on the Master List with less seniority provided she/he accepts the shift and hours of said less senior RN using the following formula:

Laid Off From

May Bump Into

A. Any Unit, except Anesthesia

The Nurses own unit, Med/Surg., Greylock Case Management, Float and SSU

B. Med/Surg., Floats

Med/Surg., Floats, ASU,

ASU, Greylock and
Case Management

Greylock and Case Management

C. Nurse Practitioner

The Nurse Practitioner's own unit (including the unit the nurse practitioner is assigned to e.g. emergency department), Med/Surg, Greylock, Case Management, float, ASU

RNs cannot bump into or out of Anesthesia or into Nurse Practitioner. In the event of a reduction in force, the Clinical Team Leader positions for purposes of layoff and bumping will be treated as a member of the specific departments in which they work. For instance, the Clinical Team Leader on 3rd North will fall under the seniority list for 3rd North, Maternity under Maternity, CCU under CCU, etc. The one department that is not so obvious is Surgical Services. For purposes of clearly defining the process for the Surgical Services Department, the Clinical Team Leader will be a part of the seniority list for the Operating Room if they came out of the Operating Room; the Recovery Room if they came out of the Recovery Room; Ambulatory Surgery if they came out of ASU; Endoscopy if they came out of Endoscopy. If the nurse did not come out of one of these specific units, she/he will be cross-trained for ASU and shall become a member of that seniority list for purposes of layoff and bumping.

In addition, RNs may displace into any unit if they have been previously permanently assigned and not removed from that unit for documented unsatisfactory work performance for at least six (6) months within the past two (2) years, or has worked as an RN at least twenty percent (20%) of her/his hours worked in the last calendar year in the unit where she/he wishes to displace.

- (3) The nurse may select an RN vacancy, vacant for reasons other than RIF.

The exercise of all bumping rights must be exercised within seven (7) calendar days of the initial RIF notice to the affected RNs. An intent to displace or to accept lay-off must be given, in writing, to the Director of Human Resources, or designee, as soon as possible. A nurse selecting one of her/his options must make a decision within four (4) hours and must accept the exact position, including hours, of the nurse displaced.

In the event of any reduction in force, per diem and/or temporary nurses will not be used in the RIF location, unless a nurse on lay-off opts not to return on a relief and/or temporary basis in that location when offered such an opportunity. There is no intent to consistently assign temporary and/or per diem nurses to a position in order to avoid creation of a permanent position.

Despite the above provisions, bumping may not be allowed in a particular area where the number of remaining trained staff would be reduced by more than 50%.

17.04 Benefits

As of the implementation date of lay-off each laid off nurse shall have the following two options regarding her/his accrued vacation and holidays:

- (1) Lump sum payment for all accrued hours.
- (2) Payment as per their pre-layoff position on a weekly basis until all is paid.

No benefits or seniority accrue to a nurse while she/he is on lay-off. A nurse on lay-off is entitled to remain in the medical/insurance group for a period of eighteen (18) months from the date of lay-off, provided, (1) she/he pays the full premium by the date indicated in the Hospital's notice to the employee, and (2) except that the Hospital will pay its share of medical insurance premiums for a period of thirty (30) days from the date of lay-off.

17.05 Recall

Vacancies will be posted in house per Article 15.01 Vacancies. Laid off nurses will be mailed copies of all vacancies and may apply per Article 15.01 Vacancies. No penalty will accrue to a laid off nurse who does not apply for/accept a position from a unit other than the unit she/he was laid off from.

17.06 Leaves of Absence

All provisions of Article XVII (RIF) shall apply to nurses on leave of absence in the same fashion as if said nurses were in active service.

17.07 Restructuring

NARH is seeking designation as a Critical Access Hospital (CAH) which may require restructuring of RN staffing. Additionally, NARH is engaged in affiliation/acquisition discussions that may impact the NARH MNA bargaining unit. The parties agree to meet no later than thirty (30) days from written notice by the employer. The employer agrees to make any and all information available and the parties will engage in good faith negotiations regarding adoption of changes to existing provisions or the adoption of new provisions to the collective bargaining agreement over restructuring as well as any affiliation/acquisition, and will meet for a period not to exceed sixty (60) days in an attempt to reach a memorandum of agreement on restructuring. A goal of these restructuring negotiations is to assure all MNA RNs retain employment as RNs in the bargaining unit and with as little or no reduction of RN FTEs as possible. Upon conclusion of the 60 days the parties will put forward any or all remaining issues they have not otherwise reached agreement on to interest arbitration. The decision of the arbitrator will be final and binding on the parties. If the parties agreed to the terms of a memorandum of agreement on restructuring, it must be ratified by the MNA bargaining unit RNs. If the parties do not agree on terms of a memorandum of agreement as outlined above, the remainder of Article 17 on which the arbitrator has not ruled will be in effect for any reduction in force.

ARTICLE XVIII

PROFESSIONAL/EDUCATIONAL BENEFITS

18.01 Tuition Reimbursement

The Hospital will reimburse full-time RNs one-half (1/2) the cost of tuition up to a maximum of \$1,300 per calendar year, unless the full-time RN is matriculated in a BSN or MSN course in which case the Hospital will reimburse the nurse with 100% of the tuition costs up to a maximum of \$2,400 per calendar year, (part-time RNs to receive a prorated amount), subject to the following provisions:

- A. Provided application for reimbursement was submitted and approved prior to beginning of course.
- B. When a nurse has matriculated in a Bachelor or Master of Science Degree in nursing program, or
- C. For college level courses, with approval of the Vice President Patient Care Services/Operations.
- D. Within sixty (60) days of completion of the course, the nurse will present a transcript of the course grade to the Vice President Patient Care Services/Operations and will be reimbursed at that time. A grade of C or better must be obtained in order to qualify for reimbursement.
- E. The Hospital also agrees to reimburse RNs for the full cost of the certification examination, after passing the examination, provided that the prior approval of the Vice President of Patient Care Services and Operations is obtained and the certification is related to the nurse's regular assignment.
- F. If a certification is required by management, the Hospital will prepay for the initial exam or course prior to the applicant taking course.

18.02 Professional Activities

A. The Nurse Director may authorize time off without loss of pay and/or reimbursed expenses for nurses attending professional meetings, clinical conferences, conventions, advance courses, and other similar activities (to include evening and night nurses). RNs shall be entitled to receive up to one (1) paid day per year to attend an accredited course(s) relevant to his/her specialty, provided that the nurse requests this day off not less than 30 days in advance of the course. Permission to attend will be determined in light of the Hospital's operating needs, but will not be unreasonably withheld. Nurses shall share information learned at such courses with their colleagues.

B. CRNA's shall be entitled to receive up to five (5) days of paid continuing medical education credits for their attendance at courses that are accredited and relevant to their specialty. Said courses shall be approved by the Vice-President of patient Care Services.

18.03 Continuing Education Programs

The Hospital will provide fifteen (15) contact hour programs, free of charge, each year. Programs shall be made available for evening and night nurses. It shall be the nurse's responsibility to attend. Hospital will provide a list of said 15 contact hour programs for the preceding year to the MNA Canton office by January 1 of each calendar year.

18.04 In-Service Teaching

The Nurse Director, or her/his designee, may grant compensatory time to any nurse who wishes to present an in-service program to the Hospital where (1) the program is presented by the nurse outside of her/his scheduled hours, and/or (2) where the nurse, with advance approval by the Education Coordinator, prepared the program outside of her/his scheduled hours. Nurses wishing to present an in-service program for the Hospital are encouraged to contact the Education Coordinator, or her/his designee who will make a determination of the relevance/need of the topic, and qualifications of the nurse to present the in-service.

18.05 Mandatory In-Service Programs

If a nurse is unable to attend a mandatory in-service program on duty time she/he shall be paid her/his applicable hourly rate for time spent at such programs.

18.06 Nursing Committees

Openings in the Nursing Service task forces and committees shall be posted on the MNA Bulletin Board for a period of two (2) weeks.

Staff nurses shall have the opportunity to apply for membership on these task forces and committees by making a written request to the Vice President Patient Care Services/Operations or designee. The nurse(s) selected and the MNA local unit chairperson shall be notified in writing.

18.07 Standards of Nursing Practice

- A. NARH shall promulgate and enforce policies, rules, and regulations to ensure that applicable professional standards of nursing practice (e.g., E.N.A. Critical Care) are established and carried out so that safe and effective nursing care is provided to patients.
- B. The NARH shall ensure that written current policies, procedures and protocols are readily available to nursing staff.

- C. The NARH shall ensure that organizational policies and procedures, job descriptions and standards of nursing practice conform to M.G.L.,c. 112, s 74-81B, Board regulations at 244 CMR 2.00-7.00, and all other federal and state laws and regulations related to the practice of nursing.
- D. The hospital will only keep and admit the number of patients that registered nurses can safely care for. The hospital will take measures such as adding nurses, stopping admissions or other measures to ensure that this occurs.

ARTICLE XIX

GRIEVANCE PROCEDURE

19.01 MNA Board

The MNA Board consisting of not more than eight (8) nurses will meet periodically with representatives of the Hospital to discuss matters of mutual interest and concern.

19.02 Grievance Procedure

The Association and the Hospital recognize that day to day problems affecting nurses and the administration of this Agreement will normally be adjusted between a nurse and her/his immediate supervisor, provided that no agreement with an individual nurse shall be contrary to the provisions of this Agreement. A grievance which cannot be resolved in this informal manner shall be processed, adjusted and settled in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance shall be defined as a complaint or dispute between the Hospital and the Association pertaining to the interpretation of, application of, or compliance with, the provisions of this Agreement.

STEP 1

At step 1, written grievances shall state a brief description of the issue giving rise to the grievance. An aggrieved nurse(s) will present the grievance to her/his direct supervisor or this person's designee, within thirty (30) days after the occurrence or the knowledge of the cause of the grievance, whichever is earlier. The grievance will be written and will be presented, through or by a representative of the Nurses' Committee. A Step 1 meeting will be held within seven (7) work days from submission of the grievance with a Step 1 answer from the aggrieved nurse's direct supervisor or this person's designee, in writing, to the grievant(s) and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 1 meeting.

STEP 2

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 1, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the aggrieved nurse's direct supervisor or this person's designee, file the grievance

with the Vice President of Patient Care or this person's designee. A step 2 meeting will be held within seven (7) work days from submission of a Step 2 grievance. The Vice President of Patient Care or this person's designee will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days after said Step 2 meeting.

STEP 3

In the event the grievant or the Association is not satisfied with the resolution of the grievance at Step 2, the grievant or the Association may, within seven (7) work days after receipt of the written decision from the Vice President of Patient Care or this person's designee, file the grievance with the Vice President of Human Resources or this person's designee. A Step 3 meeting will be held within seven (7) work days from submission of a Step 3 grievance. The Vice President of Human Resources or this person's designee, will render a written decision to the grievant and the Chairperson of the Nurses' Committee, or designee, within seven (7) work days from said Step 3 meeting.

The Hospital or the Association may institute a grievance by a written notice to the other party within thirty (30) days after the occurrence or knowledge of the cause of the grievance. Within ten (10) work days after such notice is given, the grievance shall be discussed by a representative of the Association, a representative of the Hospital, and a representative of the Nurses' Committee and a written answer rendered.

STEP 4

If the grievance is not resolved in the foregoing Steps, either party may submit the matter to arbitration within thirty (30) days after the receipt of a written answer in Step 3, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all of the parties. (Work Days are defined as Monday -Friday and no holidays.)

19.03 Submission/Response on Weekends/Holidays

In the above Steps where the last day for a submission or a response falls on a Saturday, Sunday, or on a holiday, the submission or response shall be considered timely if it is submitted on the following Monday or on the day following the holiday. The seven (7) work day period for submitting and responding to grievances, as well as all other time periods contained herein, shall start with the day following receipt of the grievance and/or response.

19.04 Arbitrator

The cost of the arbitration assessed by the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The Arbitrator shall have no authority to add to or subtract from or modify any of the terms of this Agreement.

19.05 New Classification

In the event that a new classification and salary rate are instituted by the Hospital, the matter may be subject to arbitration and the arbitrator shall not be limited by the provisions hereof with respect to such classification and salary rate.

19.06 Untimeliness

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

19.07 Direct Arbitration

By mutual agreement in writing between the Hospital and the Association, a grievance otherwise subject to the grievance procedure, as provided herein, may be submitted directly to arbitration.

19.08 Time Limit Extension

The time limits provided in the grievance procedure may be extended or otherwise modified by agreement of the parties.

ARTICLE XX

STRIKES AND LOCKOUTS

20.01 Strikes and Lockouts

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

ARTICLE XXI

DURATION

21.01 Duration and Renewal

This Agreement will be effective as of September 1, 2010, and remain in full force and effect until August 31, 2012, and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to August 31 of any year. In the event such notice is given, this agreement will continue in effect until a new agreement is reached or, if after August 31, 2012, until terminated by either the Hospital or the Association upon written notice of not less than 30 days, but a strike or picketing may not occur until the 31st day after the written notice is received.

ARTICLE XXII

SUCCESSORSHIP

22.01 Successorship

This Agreement shall remain in effect and shall be binding upon all successors and assigns of NARH. NARH shall include this requirement as a condition of a sale or transfer of ownership or operation and shall confirm to the Association in writing that it has done so and that it has notified any such successor or assign of any pending grievances, arbitrations, unfair labor practice proceedings and/or any other litigation between NARH and the Association.

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

MASSACHUSETTS NURSES
ASSOCIATION

NORTH ADAMS
REGIONAL HOSPITAL

Julie Pinkham, RN
Executive Director

Richard T. Palmisano
President and CEO

Joseph A. Twarog
Associate Director

Lorraine Mancuso, RN, BSN
Vice President, Nursing

Arthur B. Scott
Vice President, Human Resources

APPENDIX II

TWELVE HOUR SHIFTS

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms, conditions, and understandings regarding twelve (12) hour shifts for certain Registered Nurses:

1. Any other twelve (12) hour shift positions which are available will be posted according to the current contractual procedure.
2. RNs who work three (3) twelve (12) hour shifts per week shall be paid thirty-six (36) hours pay for thirty-six (36) hours worked.
3. RNs who work the above shifts shall be entitled to full time benefits. Those RNs who work two (2) twelve (12) hour shifts shall be placed in the 60% fringe benefit category.
4. The twelve (12) hour shifts include report time following the end of the shift. Such time is unpaid unless it exceeds fifteen (15) minutes beyond the end of the shift in which case overtime shall be paid in accordance with paragraph 9 of this Agreement.
5. RNs working twelve (12) hour shifts shall receive shift differential pay in accordance with the current Agreement between the parties.
6. RNs working either two (2) or three (3) twelve (12) hour shifts shall be entitled to overtime pay when the R.N. works more than twelve (12) hours in a shift or forty (40) hours in a week, but not for both; i.e., there is no pyramiding of overtime pay.
7. Sick time shall be accumulated at the rate of eight (8) hours per month. If a sick day is taken on a twelve (12) hour shift there shall be a twelve (12) hour reduction from sick time accumulation.
8. Vacation accumulation shall be recorded in hours not days. When a vacation day is taken there shall be a twelve (12) hour reduction from vacation accumulation.
9. The holiday differential shall be paid according to the current Agreement between the parties. Holiday accumulation shall be recorded in hours not days. If the R.N. actually works on the Holiday, the R.N. will receive a minimum of eight (8) hours of compensatory time. If the R.N. works in excess of eight (8) hours on the holiday, the R.N. will receive additional compensatory time off for each hour worked over eight (8) hours. When a holiday is not worked, a full time R.N. shall be paid eight (8) hours which may be supplemented up to four (4) hours from accumulated holiday, vacation, or personal day time. Part-time RNs shall be paid in accordance with the pro-rata policy. This time may also be supplemented with accumulated holiday, vacation, or personal day time.

10. RNs working the twelve (12) hour shifts shall have three (3) paid fifteen (15) minute breaks, one (1) unpaid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal period.

11. Bereavement time - In accordance with the terms of the current Agreement, RNs working twelve (12) hour shifts will receive paid time off from work in the following amounts:

| | | | |
|--------------------|--------|-----------------------|------------------------------------|
| Current Agreement: | 5 days | Under 12 Hour Shifts: | one week |
| | 3 days | | 36 hours |
| | 2 days | | 24 hours (or hours usually worked) |
| | 1 day | | 12 hours |

12. Education days - Twelve (12) hour shift RNs who are sent by the Hospital to attend nursing educational sessions may be required to work either before or after the session for a combined total of no more than twelve (12) hours. The Hospital may, however, decide, based on the length of the session, time spent in travel, and other factors, that the R.N. has substantially met the twelve (12) hour requirement.

13. Should an issue arise which is not covered by this Agreement, or the current Agreement between the parties, the Hospital and the Association agree to negotiate the issue as soon as practical.

14. There shall be equal distribution of weekend shift coverage among those nurses working eight (8) or twelve (12) hour shifts within the same unit.

15. Where a nurse working twelve (12) hour shifts requests a reduction in hours in addition to operational needs the Hospital would also look at the impact on other bargaining unit members.

16. The Hospital agrees to notify the MNA Chair of any twelve (12) hour shift nurses who have been granted a decrease to eight (8) hours.

17/. Shift Differential

A. Nurses who work four (4) or more hours between the hours of 3:00 p.m. and 11:00 p.m. shall receive one dollar and twenty cents (\$1.20) per hour, for each hour worked during such period. Nurses who work four (4) or more hours between the hours of 11:00 p.m. and 7:00 a.m. shall receive one dollar and fifty cents (\$1.50) for each hour worked during such period. The shift differential shall be included in holiday, vacation, and sick leave payments made to nurses who regularly work the evening or night shift.

B. The 6:00 p.m. to 6:00 a.m. and 7:00 p.m. to 7:00 a.m. shifts shall receive the 11-7 differential for the entire shift.

APPENDIX III

FLEXIBLE SCHEDULING

The North Adams Regional Hospital and the Massachusetts Nurses Association hereby agree to the following terms and conditions with regard to the implementation of a flexible scheduling system for Registered Nurses in the Maternity Unit:

1. A Flex Nurse is a nurse assigned to be available for a twelve (12) hour period (7:00 a.m. - 7:00 p.m. or 7:00 p.m. - 7:00 a.m.) either at home or within beeper range, within a 30 minute commute to the Hospital, to respond for sudden increased staffing needs in the Maternity Unit.
2. Nurses shall work an eight (8) hour day unless a nurse is assigned as Flex Nurse.
3. Nurses assigned to the 8-hour Flex Nurse period shall be paid at their regular hourly rate for six (6) hours, when on flex duty or if called in, plus appropriate differentials. If the nurse works between six (6) and eight (8) hours, she/he will be paid straight time plus applicable differentials.
4. Nurses assigned to the 12-hour Flex Nurse period shall be paid at their regular hourly rate for eight (8) hours, when on flex duty or if called in, plus appropriate differentials.
5. If called in, any hours worked over eight (8) in the 12-hour period shall be paid at the time and one-half (1 1/2) rate.
6. Flex duty rotation shall be assigned as equitably as possible.
7. Weekends off and holiday Flex Nurse coverage shall be assigned on an equitable basis.
8. Nurses assigned to Flex duty from 7 a.m. to 7:00 p.m. shall not receive a shift differential. Nurses assigned Flex duty 7:00 p.m. to 7:00 a.m. shall receive the night shift differential as per the current Agreement, Article VII, 7.02.
9. Weekend differential shall be paid to a nurse on Flex duty for any and all hours beginning at 11:00 p.m. on Friday through 11:00 p.m. on Sunday, as per the current Agreement, Article VII, Section 7.03.
10. Holiday time for the Flex nurse shall be paid from 7:00 p.m. the eve of the holiday to 7:00 p.m. the day of the holiday, as per Article IX, Section 9.08 of the current Agreement.
11. There shall be no pyramiding of overtime pay as per the current Agreement, Article VI, Section 6.04 (a).
12. Nurses may "split" a twelve (12) hour flex shift so that each nurse is scheduled for flex time for six (6) hours. If the nurse is not called in to work, the nurse shall be paid for four (4)

hours of time. If the nurse is called in to work more than four (4) hours, the nurse shall be paid for the time in accordance with the above flex time provisions.

13. The Nurse Director shall monitor the utilization of the Flex Nurse and shall periodically review the advisability of its continuance.

14. The first such review shall be in April, 1987, and discussed with the MNA. If the Hospital deems it necessary, the Flex Nurse scheduling system may be eliminated with a 30-day advance notice to the MNA representative and the nurses involved.

APPENDIX IV

PIC/PICC LINE INSERTION

Any RN who is or becomes certified to insert PIC/PICC lines will be paid at his or her rate per the applicable collective bargaining agreement between the Hospital and the MNA. Thus, RNs do not and will not receive any differential or premium pay based on this certification or work performed relative to this certification.

APPENDIX V

CASE MANAGERS

1. The current MNA bargaining unit RN Case Management positions will be posted and filled in the future with a rotating weekend component.
2. Absences on weekend will be filled, pursuant to 6.04 of the MNA/NARH contract.
3. There will be no holiday coverage required.

APPENDIX VI

ED/CCU POSITIONS AND CCU/ED POSITIONS

ED/CCU Posted Combined Positions

1. Said ED/CCU positions will be considered 24 hours of ED core staffing.
2. Holiday rotation/coverage will be in the ED.
3. Weekend rotation/coverage will be in the ED.
4. Overtime: RNs in combined ED/CCU positions will be eligible to sign up in both units as a permanent staff RN.
5. Vacation scheduling: RNs in these ED/CCU positions will use the ED vacation request book for vacation requests and be granted/not granted said requests as a permanent RN in the ED per the MNA/NARH contract.
6. Sick Calls: RNs in these ED/CCU positions will have her time schedules posted per the MNA contract. Sick calls will be covered working said posted hours.
7. RIF: For purposes of 17.01 all sections, RNs in the ED/CCU positions will be in the emergency department unit.

CCU/ED Posted Combined Positions

1. Said CCU/ED positions will be considered 24 hours of CCU core staffing.
2. Holiday rotation/coverage will be in the CCU.
3. Weekend rotation/coverage will be in the CCU.
4. Overtime: RNs in combined CCU/ED positions will be eligible to sign up in both units as a permanent staff RN.
5. Vacation scheduling: RNs in these CCU/ED positions will use the CCU vacation request book for vacation requests and be granted/not granted said requests as a permanent RN in the CCU per the MNA/NARH contract.
6. Sick Calls: RNs in these CCU/ED positions will have her time schedules posted per the MNA contract. Sick calls will be covered working said posted hours.
7. RIF: For purposes of 17.01 all sections, RNs in the CCU/ED positions will be in the critical care unit.

Side Letter #4

The Hospital will provide an on-call room in or close to the Hospital with the following amenities: bathroom; reasonable access to a shower; telephone with local service; television with service; bed; and locking door/security.

**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

GRADE 10 EFFECTIVE 4 / 1 / 09

| <u>STEP</u> 4 | <u>STEP</u> 5 | <u>STEP</u> 6 | <u>STEP</u> 7 | <u>STEP</u> 8 | <u>STEP</u> 9 | <u>STEP</u> 10 | <u>STEP</u> 11 | <u>STEP</u> 12 | <u>STEP</u> 13 | <u>STEP</u> 14 | <u>STEP</u> 15 | <u>STEP</u> 16 |
|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 30.73 | 32.25 | 34.04 | 35.24 | 36.29 | 37.39 | 38.50 | 39.10 | 39.66 | 40.25 | 40.85 | 41.46 | 42.09 |

**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

CTL EFFECTIVE 04-01-09

| <u>STEP</u> 4 | <u>STEP</u> 5 | <u>STEP</u> 6 | <u>STEP</u> 7 | <u>STEP</u> 8 | <u>STEP</u> 9 | <u>STEP</u> 10 | <u>STEP</u> 11 | <u>STEP</u> 12 | <u>STEP</u> 13 | <u>STEP</u> 14 | <u>STEP</u> 15 | <u>STEP</u> 16 |
|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 34.68 | 36.19 | 37.99 | 39.19 | 40.23 | 41.34 | 42.45 | 43.08 | 43.61 | 44.25 | 44.92 | 45.59 | 46.27 |

**APPENDIX VI
SALARY SCALES FOR REGISTERED NURSES AT NARH**

GRADE 13 EFFECTIVE 4 / 1 / 09

| <u>STEP</u> 1 | <u>STEP</u> 2 | <u>STEP</u> 3 | <u>STEP</u> 4 | <u>STEP</u> 5 | <u>STEP</u> 6 | <u>STEP</u> 8 | <u>STEP</u> 10 | <u>STEP</u> 13 | <u>STEP</u> 15 | <u>STEP</u> 17 | <u>STEP</u> 20 | <u>STEP</u> 22 |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 59.82 | 60.55 | 61.28 | 62.04 | 62.78 | 63.51 | 64.25 | 64.99 | 65.73 | 66.46 | 67.45 | 67.95 | 68.97 |

APPENDIX VII

AN ACT RELATIVE TO ASSAULT AND BATTERY ON HEALTH CARE PROVIDERS

Approved by the Governor, July 2, 2010

Chapter 265 of the General Laws is hereby amended by striking out section 13I, as appearing in the 2008 Official Edition, and inserting in place thereof the following section:

Section 13I. Whoever commits an assault or an assault and battery on an emergency medical technician, an ambulance operator, an ambulance attendant or a health care provider as defined in section 1 of chapter 111, while the technician, operator, attendant or provider is treating or transporting a person in the line of duty, shall be punished by imprisonment in the house of correction for not less than 90 days nor more than 2 and one-half years or by a fine of not less than \$500 nor more than \$5,000, or both.

CHAPTER 111 PUBLIC HEALTH

Section 1 Definitions

Section 1. The following words as used in this chapter, unless a different meaning is required by the context or is specifically prescribed, shall have the following meanings:

"Health care provider", any doctor of medicine, osteopathy, or dental science, or a registered nurse, social worker, doctor of chiropractic, or psychologist licensed under the provisions of chapter one hundred and twelve, or an intern, or a resident, fellow, or medical officer licensed under section nine of said chapter one hundred and twelve, or a hospital, clinic or nursing home licensed under the provisions of chapter one hundred and eleven and its agents and employees, or a public hospital and its agents and employees.

APPENDIX XIII

There are 8 nurses who, as of 6-26-10, had a number of sick hours available greater than 720 . The Hospital agrees, for these 8 nurses only, the cap shall be their sick hours available on the June 26, 2010 list.

AS OF W/E June 26, 2010

DEPARTMENT: MED/SURG (3RD NORTH) EXPENSES

| NAME | ADJ. HIRE | HOURS AVAILABLE |
|-----------------------|------------|--------------------|
| BEGIEBING,DEBRA | 8/12/2004 | 159.318 |
| BOSSONG,PATRICIA | 4/25/2007 | 27.994 |
| CIRULLO,DEBORAH J. | 9/14/1981 | 262.242 |
| DELISLE,DEBRA ANN | 6/20/1994 | 165.46 |
| FLYNN,VICTORIA A. | 7/21/1986 | 1584.996 |
| GIRARD,CAROLINE M. | 8/13/1979 | 873.914 |
| GOFF,CYNTHIA | 4/29/2008 | 25.348 |
| JANOVSKY,LISA ANN | 7/8/1996 | 33.864 |
| LAFRANCE,COLLEEN M. | 7/24/2000 | 13.454 |
| LOUGHMAN,ROBIN J. | 6/27/1983 | 10.052 |
| MCSHERRY,ZARIK D. | 2/2/1988 | 29.37 |
| MORAN,KAREN M. | 4/24/2006 | 108.774 |
| MOUNTZ,ROBIN | 10/15/2007 | 75.632 |
| MYERS,JO ANN | 3/21/1996 | 342.368 |
| PRIESTER,JESSICA A. | 10/28/2003 | 179.23 |
| RIVARD,CANDACE L. | 6/20/1994 | 708.987 |
| RUSSELL,NICHOLE M | 9/8/2005 | 1.55 |
| SERRANO,JULIE ANNE | 8/30/1990 | 211.886 |
| WILKINSON,KATHLEEN A. | 6/9/1980 | 226.838 |

| | | |
|---------------------------------------|------------|----------|
| DEPARTMENT: PSYCHIATRIC UNIT EXPENSES | | |
| BAKER,DYANE A | 5/1/1989 | 254.752 |
| BARBEAU,JODI | 5/1/2005 | 2.472 |
| ENNIS-PIKULA,LORIE | 7/6/1987 | 63.442 |
| FITZGERALD,JENNIFER A. | 5/4/1997 | 30.104 |
| HOAG,KERRY A | 4/11/2005 | 107.334 |
| HOSLEY,LEA | 5/30/1993 | 192.632 |
| INGALLS,TIFFANY L. | 1/25/1999 | 166.098 |
| JOHNSON,ELIZABETH | 1/25/1994 | 455.6 |
| MILNE,A. DOUGLAS | 11/20/2000 | 127.478 |
| REVOTSKIE,SUSAN | 10/20/1997 | 369.306 |
| VIVORI,CAROL | 6/7/1998 | 231.112 |
| DEPARTMENT: OBSTETRICS EXPENSES | | |
| BULLETT,ELIZABETH A. | 10/5/1970 | 1128.812 |
| BURKE,LYNN A | 9/4/1973 | 338.866 |
| BURRO,MICHELE M | 11/4/1985 | 557.188 |
| EICHORN,LAURIE J. | 7/11/2005 | 33.692 |
| ETHIER,MARCIA A. | 10/1/2001 | 209.724 |
| GELINAS,TRACI M. | 9/4/2002 | 60.04 |
| KEMP,LINDA | 1/9/1978 | 305.746 |
| KEMP,MARY ELLEN | 9/2/2008 | 74.068 |
| KEMPTON,MELISSA | 8/22/2007 | 52.922 |
| LA VALLEY,DIANE | 6/14/1999 | 387.722 |
| METZER,MARJORIE INGRID | 10/11/2009 | 11.204 |

| | | | |
|-------------|-------------------------|------------|----------|
| | NOYES,TEGHAN M | 9/29/2004 | 21.75 |
| | QUIMBY,ANNE M. | 7/1/1974 | 253.088 |
| DEPARTMENT: | OBSTETRICS EXPENSES | | |
| | SULLIVAN,DEBORAH | 10/14/1987 | 853.004 |
| | VIDMOSKO,STEPHANIE | 8/11/1986 | 458.47 |
| DEPARTMENT: | CCU EXPENSES | | |
| | ALEXANDER,EBONY | 7/28/2008 | 5.426 |
| | AUSTIN,BARBARA | 7/17/1963 | 2266.742 |
| | BATES,SUSANNE M | 2/11/1974 | 1008.992 |
| | BULLETT,PATRICIA | 6/20/1988 | 39.782 |
| | COLVIN-NORTH,MELISSA | 4/19/1999 | 7.27 |
| | DEYSENROTH,FREDERICK A. | 6/13/1988 | 245.492 |
| | DOWLING,JENNIFER C. | 6/27/1983 | 490.092 |
| | GAUTHIER,CYNTHIA | 9/8/2003 | 14.426 |
| | GIRARD,CHRISTINE | 2/3/2003 | 18.806 |
| | GRAVES,ELIZABETH | 10/20/1992 | 587.361 |
| | HUNKLER,COLLEEN | 10/16/1997 | 374.282 |
| | LINGNER,ANGIE J. | 4/13/1982 | 158.742 |
| | LOPEZ,CARMEN M. | 10/4/1999 | 85.568 |
| | O'HEARN,RUTH J. | 10/18/1999 | 168.914 |
| | TODD,SUSAN D. | 6/3/1991 | 3.944 |
| | WESLOWSKI,REBECCA | 8/25/2004 | 3.926 |
| | WOOD,DEBRA L. | 11/15/1971 | 42.012 |
| DEPARTMENT: | SURGERY EXPENSES | | |
| | GARCIA,TARA A. | 6/25/1984 | 140.526 |

| | | | |
|-------------|----------------------------------|------------|---------|
| | GARVIE,DOREEN R. | 6/6/1988 | 82.086 |
| | HASKINS,MICHELE A. | 7/31/1995 | 122.772 |
| | SPRAGUE,DANIEL A. | 10/26/2009 | 59.36 |
| | TESSIER,KATHRYN J. | 8/22/1988 | 93.855 |
| DEPARTMENT: | ASU | | |
| | BALAWENDER,DALE C | 6/13/1977 | 696.178 |
| | GREENBUSH,CAROL M. | 11/2/1987 | 456.656 |
| | HORNUNG,LAURIE J. | 6/6/1988 | 63.004 |
| | NICHOLAS,KATHRYN M. | 7/22/1996 | 193.404 |
| | ROBERT,KARIN | 5/9/1988 | 79.624 |
| | SANDERSON,SUSAN | 7/4/1995 | 5.948 |
| | SIMONETTI,ROBBIN | 5/21/1981 | 169.957 |
| | WISE,CHARLENE | 6/14/1976 | 94.208 |
| DEPARTMENT: | RECOVERY ROOM (PACU) EXPENSES | | |
| | BATOR,DIANA J | 5/16/1977 | 665.231 |
| | MARLOWE,MARY T. | 6/14/1976 | 1072.33 |
| | MCCONNELL,MARY | 12/11/1989 | 388.14 |
| DEPARTMENT: | EMERGENCY DEPARTMENT EXPENSES | | |
| | BEAUDREAU,HEATHER | 7/25/2007 | 246.688 |
| | BERNARDI,DONNA Y | 1/9/1978 | 465.742 |
| | BOURDON,MARTHA | 6/1/1999 | 106.258 |
| | DONATI,MARTINO | 8/29/2007 | 198.584 |
| | ERICSON,CHERYL LYNNE | 8/30/2004 | 519.03 |
| | GARDNER,ALBERT S. | 5/14/2007 | 24.418 |

| | | | |
|-------------|--------------------------|------------|----------|
| | GEORGE,DIANE | 6/27/1988 | 706.472 |
| | HOWLAND,JENNIFER | 7/28/2008 | 60.446 |
| | KRZANIK,JACQUELINE A. | 4/19/1994 | 83.746 |
| | LAFLEUR,SHERRY A. | 11/29/1976 | 292.344 |
| | MURPHY,CAITLAND PATRICIA | 7/28/2008 | 45.196 |
| | PROVISOR,PAMELA A. | 9/8/2008 | 99.37 |
| | RODRIGUEZ,CHRISTINE M. | 6/30/1986 | 157.496 |
| | SCANLON,ANNE C. | 6/3/2002 | 172.724 |
| | SPRAGUE,PATRICIA A. | 1/15/1980 | 555.942 |
| | STEINHOFF,HEATHER P | 1/11/1999 | 27.254 |
| | WILLIAMS,LINDA A. | 2/21/1983 | 104.992 |
| DEPARTMENT: | ENDOSCOPY EXPENSES | | |
| | BLEAU,SUSAN | 6/18/1973 | 466.242 |
| | FREENEY,LINDA | 8/16/1974 | 608.492 |
| | SUPERNEAU,BEVERLY | 8/30/1982 | 328.202 |
| | TESSIER,MARCIA | 11/29/1999 | 171.208 |
| DEPARTMENT: | ANESTHESIOLOGY EXPENSES | | |
| | FACE,DAVID P. | 9/28/2004 | 162.146 |
| | TADDEO,RICHARD N. | 6/13/2005 | 168.594 |
| DEPARTMENT: | WOUND CLINIC. | | |
| | LEMAY,ROBIN | 5/27/2008 | 41.794 |
| | SADLOW,JOAN | 6/2/2008 | 146.714 |
| DEPARTMENT: | CASE MANAGEMENT | | |
| | GANCARZ,MARIA E. | 6/30/1969 | 1125.002 |
| | GREEN,JANET | 2/22/2004 | 198.082 |

| | | |
|--------------------|-----------|---------|
| RENNELL,CYNTHIA P. | 2/6/1978 | 593.742 |
| ROSE,LUANNE | 9/10/1979 | 559.681 |

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