

AGREEMENT

BETWEEN

SAINT LUKE'S HOSPITAL

AND

MASSACHUSETTS NURSES ASSOCIATION

February 17, 2022 – DECEMBER 31, 2024

Table of Contents

ARTICLE I - Recognition and Union Security	1
Section 1.1. Recognition.	1
Section 1.2. Participation in Professional Association.....	2
ARTICLE II - Wages and Differentials.....	2
Section 2.1. Minimum Salaries.....	2
Section 2.2. Shift Differential.....	4
Section 2.3. Weekend Commitment.	5
Section 2.4. On-Call Pay.....	5
Section 2.5. Restricted Call.....	6
Section 2.6. Preceptorship.....	7
Section 2.8. Resource/Attending.....	9
Section 2.9. Referral and Retention Bonuses.	9
ARTICLE III - Per Diem Nurses	10
Section 3.1. Per Diem.	10
ARTICLE IV - Work Assignments.....	12
Section 4.1. Hours of Work.	12
Section 4.2. Overtime.	13
Section 4.3. Work Schedules.	14
Section 4.4. Sleep Time.	15
Section 4.5. Subpoenaed Court Time.	16
Section 4.6. Floating.....	16
Section 4.7. Reassignment, Release, and Reduction in Hours.	16
ARTICLE V - Flex Positions	18
Section 5.1. Flex Positions.....	18
ARTICLE VI - Holidays.....	19
Section 6.1. Holidays.	19
Section 6.2. Holiday Pay.	20
Section 6.3. Scheduling Holiday Work.	20
ARTICLE VII - Earned Time	21
Section 7.1. Earned Time Program.	21
Section 7.2. Accrual of Earned Time.	21
Section 7.3. Use of Earned Time.....	22
Section 7.4. Pay for Earned Time.....	26
Section 7.5. Earned Time Accrual in Excess of the Maximum.....	26
Section 7.6. Cash Surrender of Earned Time.	26
Section 7.7. Legacy Sick Time Bank.	27
ARTICLE VIII - Benefits.....	27
Section 8.1. Medical and Dental Insurance.....	27

Section 8.2.	Life Insurance Program.	28
Section 8.3.	Retirement Program.	28
Section 8.4.	Long-Term Disability Insurance.....	29
Section 8.5.	Short-Term Disability Insurance.	29
ARTICLE IX - Leaves of Absence.....		29
Section 9.1.	Bereavement.	29
Section 9.2.	Personal Illness and Illness in the Immediate Family.	30
Section 9.3.	Parental Leave.	30
Section 9.4.	Educational.....	30
Section 9.5.	Professional.	31
Section 9.6.	Special.	31
Section 9.7.	Jury Duty.	31
Section 9.8.	Military.	31
Section 9.9.	Industrial Accident.	32
Section 9.10.	Other.	32
Section 9.11.	Accrual of Benefits.	33
Section 9.12.	FMLA/PFML.	33
ARTICLE X - Seniority.....		33
Section 10.1.	Seniority.....	33
Section 10.2.	Loss of Seniority.	35
Section 10.3.	Position Vacancies.....	36
Section 10.4.	Movement of Work.....	36
Section 10.5.	Reduction in Force.	37
Section 10.6.	Probationary Period.....	39
Section 10.7.	Notice of Resignation.	39
ARTICLE XI - Association Rights.....		39
Section 11.1.	Association Representatives.....	39
Section 11.2.	Meeting Space.	40
Section 11.3.	New Hire Orientation.....	40
Section 11.4.	Bulletin Boards.....	40
Section 11.5.	Non-Discrimination.....	40
ARTICLE XII - Association/Hospital Relations.....		41
Section 12.1.	Labor/Management Committee.	41
Section 12.2.	Grievance and Arbitration.	41
Section 12.3.	Just Cause.....	43
ARTICLE XIII - Management Rights.....		43
Section 13.1.	Management Rights.	43
ARTICLE XIV - Strikes and Lockouts.....		44
Section 14.1.	Strikes and Lockouts.	44
ARTICLE XV - Health and Safety.....		44
Section 15.1.	Health and Safety.	44
Section 15.2.	Workplace Violence.....	45

Section 15.3.	Crisis Intervention Training.....	45
Section 15.4.	Workplace Violence Precautions.....	46
Section 15.5.	Assault Pay.....	46
Section 15.6.	Communicable or Contagious Exposure.....	46
Section 15.7.	Nursing Practice.....	46
Section 15.8.	Technological Changes.....	47
Section 15.9.	Pandemic Preparedness and Response Committee.....	47
ARTICLE XVI - Staffing.....		47
Section 16.1.	Staffing.....	47
ARTICLE XVII - Miscellaneous.....		49
Section 17.1.	Tuition Reimbursement.....	49
Section 17.2.	Certification/Recertification Reimbursement.....	50
Section 17.3.	Liability Insurance.....	52
Section 17.4.	Use of Personal Automobile.....	52
Section 17.5.	Mandatory Attendance.....	52
Section 17.6.	Attire and Appearance.....	52
ARTICLE XVIII - Scope and Duration.....		53
Section 18.1.	Scope of Agreement.....	53
Section 18.2.	Entire Agreement.....	53
Section 18.3.	Legal Conflict.....	53
Section 18.4.	Successor.....	53
Section 18.5.	Duration and Renewal.....	53

AGREEMENT

This Agreement is made and entered into as of February 17, 2022, by and between the Southcoast Hospitals Group ("Southcoast") with respect to its St. Luke's Hospital site (the "Hospital"), and Massachusetts Nurses Association (the "Association").

The intent and purpose of this Agreement is to establish harmonious relations between the Massachusetts Nurses Association and the Hospital; to assure dignity and respect for all; to serve the needs of the community; to assure efficient operations; and to meet the highest of professional standards in such service.

ARTICLE I - Recognition and Union Security

Section 1.1. Recognition.

A. Southcoast recognizes the Association as the sole and exclusive bargaining representative as described in Case # 01-RC-230363 for all full-time, regular part-time and per diem Registered Nurses, Attending Nurses, Resource Nurses, Cardiopulmonary Care Nurses, Case Coordinators, RDC Coordinators, Professional Practice Specialists, RN II, RN II – Enterostomal, Bed Placement Coordinators, Imaging Services, Infection Control Specialists, Lactation Consultants, Psychiatric Coordinators, Substance Use Disorder Coordinators, Surgical Coordinators, Wound Care RNs, and Multi-Site Float Nurses employed by Southcoast at its St. Luke's Hospital site. Excluding the Chief Nursing Officer, the Associate Chief Nursing Officer, Executive Directors, Nursing Directors, Nurse Managers, Team Leaders, Administrative Supervisors, Childbirth Educators, Clinical Nurse Experts, Educator I, Educator II, and Clinical Nurse Experts, and all other employees, guards, managers, supervisors, and confidential employees as described in the Act.

B. The Employer will provide to the Association, in writing or by electronic attachment, on a monthly basis, the name, address, phone number, pay rate/step, date of hire, bargaining unit seniority date or transfer, unit, shift and budgeted hours of all bargaining unit members.

Section 1.2. Participation in Professional Association.

A. Southcoast and the Association recognize that all nurses have the right to support or not support the Association as they see fit. Accordingly, the Hospital and the Union agree that for nurses hired before the ratification of this Agreement, membership in the Association will be totally voluntary and left to the individual choice of each nurse. Such nurses are not, and will not be, required to join the Association or to pay any initiation fees, dues or assessments to the Association as a condition of employment with the Hospital.

B. Southcoast will advise all nurses hired after the ratification of this Agreement at the time of employment that the Association is their bargaining representative.

C. The Association agrees that it will not discriminate or interfere with any nurse for failure to join or remain a member of the Association.

D. Upon completion of 30 days of employment, any nurse hired after the ratification of this Agreement who is not a member of the Association, will, as a condition of employment, pay to the Association a service fee in the amount made known by the Association to defray the cost of collective bargaining and contract administration.

ARTICLE II - Wages and Differentials

Section 2.1. Minimum Salaries.

A. YEAR ONE

Effective the start of the first pay period after ratification, nurses will be placed on the pay scale attached as Appendix A based on licensure year as reflected in the records of St. Luke's Hospital. Nurses with previous experience as an LPN will be credited for their LPN experience at the rate of 1 step for every three years of LPN experience. No nurse shall have their hourly rate reduced as a result of placement on the pay scale. If a nurse's hourly rate is more than the step on which the nurse should be placed consistent with their licensure year, the nurse will be placed instead on the next closest step that provides a pay increase. Such RNs will remain on that step until such time as their licensure year catches up to their wage step.

No per diem nurse shall have their total wage rate reduced.

If a per diem nurse's total current wage rate is more than the sum of their placement on the scale plus the applicable per diem differential, the per diem differential for that nurse shall be adjusted by whole dollars to whatever amount would result in an increase.

(A multi-site level 2 who currently has a total current wage rate of 58.80 but who would be placed on step 12 - \$41.22 and receive a differential of \$15 which would result in a loss of pay (\$56.22) would have their differential adjusted to \$18 to total \$59.22)

As these per diems advance on the step scale on their anniversary date, the differential rate will be recalculated using the above methodology.

(On their anniversary the per diem in the above example advances to \$42.04 using the above calculation their differential would be \$18 to remain above \$59.22)

The following year they would move to the next year's scale and their rate would be adjusted to \$43.01 and their differential would be adjusted to \$17 to total \$60.01.

Effective the start of the first pay period after June 1, 2022, for Grade SCN21, no nurse will be hired below Step 3 (\$34.49). Nurses on Steps 0, 1 and 2 will be moved to Step 3 effective the start of the first pay period after June 1, 2022, but such nurses will retain their anniversary date for step movement. For example, a nurse on Step 1 with a July 1 anniversary date will be moved to Step 3 effective the start of the first pay period after June 1, 2022, and will then move to Step 4 on July 1, 2022.

B. YEAR TWO

Effective the start of the first pay period after July 1, 2023, implement the 2023 scale attached as Appendix A.

C. YEAR THREE

Effective the start of the first pay period after July 1, 2024, implement the 2024 scale attached as Appendix A.

D. GENERAL

Beginning the start of the first pay period after ratification, full-time and part time registered nurses will be eligible for step increases on their anniversary date of hire until the maximum step is received. Nurses will receive a performance evaluation each 12 months.

Newly employed nurses will be placed in a salary rate in the salary scale in accordance with their prior relevant experience as determined by the Chief Human Resources Officer or their designee. Nurses with previous experience as an LPN will be credited for their LPN experience at the rate of 1 step for every three years of LPN experience.

Any incumbent RNs hired before February 25, 2022 will be given an opportunity to appeal their salary scale placement, provided that, an RN shall only have one opportunity to appeal. RNs who appeal their salary scale placement will have an opportunity to challenge their placement in writing, once during the thirty (30) days following ratification. They must do so by sending a written notice of their appeal to the Union on an agreed upon form. After review by the Union, but in no event later than forty-five days (45) after ratification, the appeal will be given to the Employer, unless rejected by the Union. The Employer and two (2) representatives from the Union will then meet to hear the appeal on nurse experience. If unable to resolve the appealed nurse experience level, the appeal shall be processed through the grievance and arbitration process with the understanding that no retroactive pay will be available prior to the date the written appeal was submitted to the Employer.

Section 2.2. Shift Differential.

Effective the start of the first pay period after ratification, nurses who are “permanently” assigned to the evening shift will receive a shift differential of \$2.80 per hour for each hour worked during such shift; and nurses who are “permanently” assigned to the night shift will receive a shift differential of \$5.00 per hour for each hour worked during such shift. Nurses who are “permanently” assigned to the evening and night shifts will have shift differential included in their Earned Time pay for paid time off (but not for ET that is paid pursuant to Section 7.6).

Nurses who are “permanently” assigned to a day shift, including day/night or day/evening rotators, will receive an evening shift differential of \$2.80 per hour for the continuous hours that they work after 3:00 p.m. (or after the regularly scheduled conclusion of their day shift, if later), provided that there are at least four such hours; such a nurse will also receive such evening- or night-shift differential if assigned to an evening or night shift that does not continuously follow the day shift hours

that they have worked. (Notwithstanding the preceding sentence, a nurse whose regularly-scheduled shift concludes at or after 7:00 p.m. [e.g., a 7:00 a.m. – 7:00 p.m. shift] will be eligible for evening shift differential for hours worked after 3:00 p.m., provided that there are at least four such hours.)

Nurses who are “permanently” assigned to an evening shift will receive a night shift differential of \$5.00 per hour for the continuous hours that they work after 11:00 p.m. (or after the regularly scheduled conclusion of their evening shift, if later), provided that there are at least four such hours; such a nurse will also receive such night-shift differential if assigned to a night shift that does not continuously follow the evening shift hours that they have worked.

Section 2.3. Weekend Commitment.

Nurses who work on Saturday or Sunday, which will be the period commencing with the night shift on Friday and concluding with the evening shift on Sunday, will receive an additional \$2.50 per hour, provided that there are at least four such hours so worked. Nurses will be assigned no more than every other weekend except:

It is the parties’ intent that Nurses who have been scheduled no more than every third weekend will continue to be scheduled that way. However, should a need to schedule such nurses more frequently arise, the Hospital will notify and meet with the MNA at least 30 days in advance of any change.

The preference is for nurses to be able to work fewer weekend assignments when possible. When staffing allows, within a distinct department or unit, nurses will be offered less weekends in a fair, equitable and rotating manner.

Section 2.4. On-Call Pay.

Effective the start of the first pay period after ratification, nurses on call in addition to regularly-scheduled hours will be paid the sum of \$5.00 per hour while on call. When called in to work, a nurse will be paid time and one-half their regular rate but in no event less than two hours at said rate, and on call-pay will cease. In addition, a nurse who is called into work on an evening, night or weekend

shift will be eligible for the applicable shift differential for all hours worked, notwithstanding the four hour minimum required in Section 2.2 ("Shift Differential").

The following Departments/Units have scheduled on-call:

1. OR
2. PACU
3. ASU
4. Endoscopy
5. Interventional Radiology
6. FCU (Labor & Delivery, Postpartum, Pediatrics, and Level II Nursery)

The Hospital may establish scheduled on-call systems in other departments, provided that the Hospital notifies the MNA at least 30 days before the effective date.

Subject to operational needs, nurses working in FCU will ordinarily not be required to accept more than 12 hours of on call coverage in a six-week period. The Unit-Based Practice Council will design a system to equitably rotate call sign up among all FCU nurses which shall then be subject to approval by the Hospital.

Section 2.5. Restricted Call.

A. When the Southcoast Administrator-On-Call declares an extreme weather emergency situation for the Hospital, nurses who are required to be on site while on call pursuant to Section 2.4 and who are not actively working will receive Restricted Call pay. In the event that the affected nurses are able to offer an alternative to Restricted Call that is acceptable to the Southcoast Administrator-On-Call, the alternative proposal will be implemented for that specific weather emergency. Nurses who are on Restricted Call will not be activated to work outside of their specialty area. Adequate arrangements for sleeping at St. Luke's Hospital will be provided to nurses on Restricted Call. (Nurses who remain or are on Hospital premises for their convenience are not eligible for Restricted Call pay.)

B. Nurses on Restricted Call who are not actively working will be paid at the rate of \$14.25 per hour for all such time, which will be considered as time worked for the purpose of computing

weekly overtime pay pursuant to the Federal Fair Labor Standards Act (which is paid at time-and-one-half and in which the overtime premium is based on the nurse's "blended rate"), plus applicable shift differential, weekend differential, and/or holiday pay. The rate for restricted call shall increase to the new minimum wage rate in the event that the Massachusetts minimum wage rate increases.

C. If a nurse actively works when on Restricted Call, the nurse will be paid their regular straight-time hourly rate or will be paid at the overtime rate, if applicable, as set forth in Section 4.2 ("Overtime") (instead of at the Restricted Call rate of \$14.25 per hour), plus applicable shift and/or weekend differential. If a nurse actively works when on Restricted Call on a holiday listed in Section 6.1, they will be paid pursuant to Section 6.1 (Holidays) (instead of at the Restricted Call rate of \$14.25 per hour).

D. With the approval of the applicable administrative supervisor, a nurse who is on Restricted Call may elect to be assigned to work within their own discipline and competency, in which event the nurse will be paid their regular straight-time hourly rate (or overtime rate if applicable), plus applicable shift and/or weekend differential. Such approval will take into consideration the staffing for the following shift in the nurse's primary specialty area. In the event that the nurse works the day shift before and the day shift after being placed on Restricted Call, the nurse will be released from duty on the shift following Restricted Call, if they so request, as soon as practicable. If the nurse has actively worked for at least a two-hour period between 11:00 p.m. and 5:00 a.m., they will be eligible for paid release time in accordance with Section 4.4 ("Sleep Time"); otherwise, the nurse may utilize their accrued, unused Earned Time for such released hours (or for any portion of them for which they are not eligible for payment under Section 4.4 ("Sleep Time").

E. In the event that a nurse is assigned to be on Restricted Call pursuant to this Section 2.6, the Hospital Site Administrator will meet with the bargaining-unit Chair(s) as soon as practicable thereafter to review the circumstances regarding such assignment.

Section 2.6. Preceptorship.

A. Newly hired RNs or RNs who transfer, or are promoted to a new position shall be precepted in accordance with this Article.

B. Preceptors shall be selected by the Hospital, however nurses who wish to precept new hires or transfers will not be unreasonably denied the opportunity. Preceptors will be assigned on a one-to-one basis. During the period of precepting, the new, transferred or promoted RN shall not be counted in the staffing allotment for that unit.

C. The period of time and specific training plan for an RN assigned to a preceptor shall be determined by the hospital based upon the needs of the individual RN as determined by the nurse manager or their designee, in consultation with the preceptor, nurse educator, and the RN but will not customarily be less than 8 weeks, However, the parties recognize that experienced nurses may receive a shorter precepting period. RNs new to a specialty area (Critical Care, Periop Services, FCU or ED) will not customarily be precepted less than twelve (12) weeks.

Newly graduated nurses will receive a 12 week precepting period. Newly graduated nurses working in a specialty area or in PCU will customarily receive an extended precepting period.

D. A precepted employee shall be assigned to a preceptor for each shift throughout their precepted period. Every reasonable effort will be made to assign a precepting team for each orientee that includes a primary and alternate preceptor in order to provide continuity and consistency during the precepted period.

E. In the event a preceptor is floated to another unit in the Hospital, the orientee will float with them. Preceptors will be exempt from acting as resource nurse when assigned a preceptee, provided another qualified nurse is available to serve as resource.

F. A preceptor training program has been developed by the Hospital and may be modified by the Hospital from time to time. In order to function as a preceptor, an RN must successfully meet (and continue to meet) the Hospital's criteria for preceptor selection which includes a minimum of one-year recent, appropriate clinical experience. RNs who have never served as a preceptor must complete the preceptor training program prior to their first assignment as a preceptor.

G. Performance as a preceptor will be considered in annual evaluations.

H. Employees assigned preceptor duties shall be paid a differential of \$1.75 per hour for each hour worked as a preceptor.

Section 2.8. Resource/Attending.

A. There are RNs in the role of Permanent Resource Nurse, Attending Nurses and nurses who are assigned as Resource Nurse from time to time. The duties of these nurses can vary from unit to unit. Resource or Attending Nurse's duties shall not include evaluation of unit members, discipline of unit members, or hiring or firing decisions. Southcoast agrees not to use the Resource or Attending nurse duties to challenge the bargaining unit status of a nurse.

B. Resource Nurse duties shall include:

- i. Coordinates unit-based staffing assignments on a shift to shift basis;
- ii. Facilitates and assigns admissions, discharges and transfers;
- iii. Rounds on all staff throughout the shift to assist them with their assignments;
- iv. Provides support and guidance to nurses on complex patients

C. Nurses who are not Permanent Resource nurses or Attending nurses will be paid an additional \$2.00 differential when assigned as Resource Nurse for a shift or portion of a shift on top of any other applicable differentials (e.g. Evening Differential, Night Differential or Weekend Differential)

D. When there is no permanent Resource Nurse, Attending Nurse or Team Lead on a shift, a unit staff RN will be assigned as the Resource Nurse for the shift. In such instances, the Resource nurse will be assigned to a qualified RN on the unit. All nurses assigned as Resource will perform the duties and responsibilities in A and B above and shall be paid in accordance with C above.

Section 2.9. Referral and Retention Bonuses.

Southcoast may offer referral and or retention bonuses to bargaining unit nurses on the same terms and conditions as it offers such bonuses to non-bargaining unit nurses, as those bonuses may change from time to time. If Southcoast decides to implement new referral or retention bonuses, or change existing referral or retention bonuses, it will notify the MNA two weeks before such changes take effect, or, if less than two weeks, as soon as practically possible.

ARTICLE III - Per Diem Nurses

Section 3.1. Per Diem.

Per Diem nurses are those hired to work on an as needed or as available basis.

Level I Per Diem

Level I per diem nurses will normally be required to be available to work a minimum of forty-eight (48) hours within a six (6) week time schedule, including two (2) weekend shifts or one (1) Weekend and one (1) off-shift. Such weekend or off shifts must be a minimum of eight (8) hours each. The forty-eight (48) hours that a per diem nurse must be available to work will be available to the per diem nurse from the open shifts in the schedule after full and part-time nurses have indicated their preferred schedule. Per diem nurses will be required to provide availability to work two (2) holidays per year, one (1) summer holiday from Memorial Day, Independence Day, and Labor Day, and one (1) winter holiday from among Thanksgiving Day, Christmas Day, and New Year's Day. Such holiday shifts must be a minimum of eight (8) hours each.

Level I Per Diem Differential:

Step Rate, plus:	Level I Per Diem Hourly Differential
Single Unit Per Diem	\$4.00
Float Pool Per Diem	\$7.00
Multi/2 Site Per Diem	\$10.00

Level II Per Diem

Level II per diem nurses will normally be required to be available to work a minimum of twenty (20) hours each week within a six (6) week time schedule, including six (6) weekend shifts per schedule. Such weekend shifts must be a minimum of eight (8) hours each. The hours that a per diem nurse must be available to work will be available to the per diem nurse from the open shifts in the schedule after full and part-time nurses have indicated their preferred schedule. Level II per diem nurses will be

required to provide availability to work every other holiday, including Christmas once in a two (2) year rotation. Such holiday shifts must be a minimum of eight (8) hours each.

Level II Per Diem Differential:

Step Rate, plus:	Level II Per Diem Hourly Differential
Single Unit Per Diem	\$10.00
Float Pool Per Diem	\$13.00
Multi/2 Site Per Diem	\$15.00

Seasonal Per Diem

Nurses who have resigned from the Hospital will be considered for seasonal per diem positions with availability requirements as determined by the Hospital.

Miscellaneous

A. If a per diem nurse has been scheduled to work their required commitment, then the per diem nurse may fill in for a regularly scheduled nurse with the approval of the Nurse Manager, and provided that no overtime is incurred.

B. Per diem nurses can be cancelled pursuant to Article IV, Section 4.7 ("Reassignment, Release and Reduction in Hours").

C. Per diem nurses seniority rights are pursuant to Article X, Section 10.1 ("Seniority").

D. Per Diem Nurses who work more than 1000 hours in two years will have access to all benefits provided to nurses in Article 8, Section 8.3 Retirement Program.

E. A regular full-time or part-time nurse is not eligible to transfer to a per diem position until after one (1) year of experience as a RN.

F. Level II per diem nurses may take no more than two (2) weeks total nonscheduled in primetime or holiday of school vacation weeks. Request for time off need to be submitted and approved according to Article VII, Earned Time. Priority for all per diem requests for time off will be determined based on seniority.

G. Per diem nurses will be placed on the proposed RN salary scale based on years of nursing experience and will advance on the salary scale in accordance with Article II ("Wages and Differentials").

H. Current bargaining unit per diem nurses will make a selection to be designated as a Level I or Level II Per Diem within ten (10) days after ratification, with the commitment and compensation changes effective at the start of the schedule being built as of ratification; provided, however, that only per diem nurses in a multi-site float position as of ratification will have the option to opt into a Level I Multi/2 Site position.

ARTICLE IV - Work Assignments

Section 4.1. Hours of Work.

The Hospital provides services at all times: seven (7) consecutive days per week, twenty-four (24) hours per day. The regular workweek will consist of 40 hours within a week beginning at 11:15 p.m. on Saturday, or 7:15p.m. on Saturday for twelve-hour night shift. The regular workday will consist of eight, ten or twelve consecutive hours, with an additional unpaid half-hour meal period on the day and evening shifts, however when needs exist in the schedule the hospital may make alternative length shifts available (i.e., 4-hour shifts) at its sole discretion to meet an individual department's operational needs. Nurses will receive one paid 20-minute break per eight-hour shift.

Nurses may be hired into Day, Evening, or Night shift positions or, Day / Evening, Day / Night, or Evening / Night rotator positions. Nurses hired into such rotator positions will have a designated shift for their weekend.

Section 4.2. Overtime.

Overtime compensation at one and one-half times a nurse's regular rate of pay shall be paid for all hours in excess of forty (40) hours in a single work week or beyond any scheduled work shift of eight (8) hours or more, provided the excess time is attributable to direct patient care at the end of the shift that, if interrupted, may cause harm to the patient (i.e. the nurse's relief was not available to handoff at the conclusion of the regular shift, or the nurse was providing care during a surgical procedure at the conclusion of the scheduled shift, however charting or voluntary retention of a patient assignment in light of relief availability shall not qualify), and the nurse notifies their supervisor of the excess time (e-mail notification is sufficient).

Daily overtime may also be paid for work beyond any scheduled shift with leadership approval, if an employee is asked to continue working by leadership for operational coverage. When staffing needs warrant, an employee who works a day shift and is required by the Hospital to return to work a night shift on the same calendar day, the night shift hours are eligible for overtime compensation. There will be no pyramiding of daily and weekly overtime payments or any other overtime or premium payments.

A nurse who picks up a scheduled shift that is longer than their regularly scheduled shift (i.e. a nurse who regularly works eight (8) hour shifts accepts a twelve (12) hour shift) is not eligible for overtime during the scheduled hours of the extra shift.

A nurse shall not be allowed to exceed 16 consecutive hours worked in a 24-hour period. In the event a nurse works 16 consecutive hours, that nurse must be given at least eight (8) consecutive hours of off-duty time immediately after the worked overtime.

Work performed on paid holidays set forth in Section 6.1, will be paid holiday premium pay.

Mandatory overtime will be a standing item at the parties' monthly Labor/Management Committee meetings.

Salaried exempt professional nurses are not eligible for overtime in accordance with this Article. In the event an exempt professional nurse works an additional shift (but not hours that extend their

regularly scheduled shift), such additional shift hours will be compensated at straight-time based on their hourly rate of pay (annual salary divided by annual scheduled hours).¹

Section 4.3. Work Schedules.

Scheduling periods for each calendar year will be reviewed at the Labor/Management meeting held the previous September. Schedules will be done in six-week time blocks. A copy of the posting dates shall be made available on each unit.

A. The final schedule will be posted two weeks before the schedule period begins. Nurses may request up to four (4) days to be scheduled off in a six-week schedule. Every reasonable effort will be made to grant such requests. In the event all such requests cannot be granted such requests will be given by seniority on a rotating basis for regularly scheduled nurses.

The process shall advance as follows:

Seven weeks before the schedule period begins:

All full and regular part-time benefited nurses will have one week to sign up for their requested schedule. They will sign up for their control hours including any required weekends and holidays.² Regular day and evening nurses must sign up for a combination of six (6) Mondays and/or Fridays in a 6-week schedule. Night Nurses must sign up for a combination of six (6) Sundays and/or Thursdays. No nurse will be required to work more than six (6) of such shifts.

Six weeks before the schedule period begins;

If more nurses have signed up for a shift than are routinely need for staffing, nurses will be moved off the shift in inverse seniority on a rotating basis.

¹ Care Coordinators are exempt

² In the case of nurses in flex positions, nurses will also sign up for their flex shifts. For example, a 32-hour flex nurse would sign up for 32 hours not 24 hours.

Five weeks before the schedule period begins:

Per Diem Nurses will have one week to sign up for their requested schedule, and they will sign up for all of their commitment hours.

Four weeks in advance of the schedule time period:

All nurses may sign up for straight time extras or overtime extras posted on the needs or open shifts list. If more than one nurse signs up for a shift the shift will be confirmed in the following order:

1. Full-Time, Part-time and Per Diem nurses on straight time by seniority on a rotating basis.
2. Full-Time, Part-Time and Per Diem nurses on overtime by seniority on a rotating basis.

Three weeks before the schedule period begins:

If any shift continues to have more than two RNs needed to meet routine staffing, the hospital may move nurses, by inverse order of seniority on a rotating basis, from one of their control hour shifts to the shift with the staffing need.

B. The final schedule will be determined by the manager consistent with the provisions of this section. No changes will be made to the assigned schedule once it is posted except with the consent of the nurse.

Section 4.4. Sleep Time.

A nurse on-call who is called into work between 11:00 p.m. and 5:00 a.m. and who is scheduled to work on the immediately following shift that begins no later than 11:00 a.m. will, subject to Southcoast's judgment as to the Hospital's operating needs, be eligible for up to a two- hour period of

paid release time (at their base pay rate) at the start or at the end of such shift, provided that they request such release time before the start of such shift.

Section 4.5. Subpoenaed Court Time.

In the event that a nurse is subpoenaed to appear as a non-party witness at a State or Federal court hearing or trial regarding a work-related matter, they will be considered on paid time for their necessary time in court (less applicable witness fees), provided that they have given notice of the subpoena to the Director of Employee and Labor Relations as soon as possible after service of process. Such a nurse must report to work as scheduled before and/or after such court appearance to the extent possible, unless excused in advance from doing so by their supervisor. In the event that the court appearance is canceled, the nurse will so notify their supervisor and will report to work if so told. Payment to a nurse pursuant to this Section 3.08 will be at straight time, and hours so paid will not be counted for the purpose of determining overtime or premium pay under this Agreement.

Section 4.6. Floating.

In order to minimize floating, the Hospital and the Association recognize the value of regular staff working on the units on which they are regularly assigned. When this is not possible, and where there are insufficient nurses in the float pool to meet the needs of a particular unit, the hospital may seek volunteers to float. If there are no volunteers or if volunteers are insufficient on the unit from which a nurse will be floated. Travelers / Agency nurses on the unit will be floated before any other nurse on the unit is required to float. Such float assignments will be rotated equitably by inverse seniority.

Any nurse who is permanently assigned to the RN Float Pool will receive \$3.00 additional pay for all such hours, and any nurse who is permanently assigned to the Multi-Site Float Pool will receive \$7.00 additional pay for all such hours.

Section 4.7. Reassignment, Release, and Reduction in Hours.

In the event of a low census, decreased workload, and/or decreased patient activity, as determined by the Hospital in its sole discretion, supervisors may determine that staffing needs to be reduced. In such an event, staffing needs will be addressed in the following order:

1. Scheduled nurses will be reassigned (float) in accordance with Article 4.6 Floating; and
2. Staff release/reduction will be made in four (4) hour increments and

In the event of a staff release/reduction, supervisors may reassign or release nurses in the following order within a unit:

1. Reassignment of nurses (float) to other areas;
2. Release any Agency nurses;
3. Nurses whose shift represents premium pay (i.e. incentive and/or overtime payment for scheduled shifts above normal work schedule);
4. Regularly scheduled nurses who volunteer to take time off (offer to be made in seniority order, beginning with the most senior employee, once a person has taken voluntary absent/earned time they will be placed at the bottom of the rotation list);
5. Part-time nurses whose shift represents hours above budgeted (control) hours and schedule;
6. Float pool nurses may volunteer to take time off (selection made in seniority order, beginning with the most senior employee);
7. Per diem nurses; and
8. Flex nurses above their base control hours.

For nurses who are released, the supervisor may cancel the nurse's shift or any portion thereof in no less than four (4) hour increments. If the shift is cancelled, the nurse will have the option of taking earned time or taking unpaid time for all such cancelled time. A nurse who is released for a portion of a shift and reports to work for the remainder of a shift shall not be canceled in the remainder of the shift except by mutual agreement.

In units with scheduled call, nurses may also be placed on call if released, and units that compensate for such call as of the date of ratification of this Agreement shall continue to do so.

ARTICLE V - Flex Positions

Section 5.1. Flex Positions.

A. Flex nurses are nurses who are employed to work in either the 32/40 hours per week flex, 24/32 hours per week flex, 24/36 hours per week flex, or 24/40 hours per week flex categories. Based upon the Hospital's patient care requirements, as determined by the Hospital, a flex nurse may be required to flex their hours down. The Hospital will not flex a nurse down below the nurse's base 32 or 24-hour commitment. Per diem nurses on a particular unit and shift will be cancelled before a Flex Nurse is flexed down.

B. Nurses in flex positions will be paid based on their actual hours worked and will be eligible for earned time accrual based on their actual hours worked, but will be eligible for medical and dental insurance benefits on a full-time (i.e. 40-hour per week) basis for 32/40-hour flex nurses and on a 32-hour per week basis for 24/32-hour and 24/36-hour nurses.

C. The Hospital reserves the right to terminate any flex nurse position, in which event the affected nurse will revert to their base schedule (32 hours or 24 hours per week) for all purposes, including insurance benefits, and the reduction in force and recall provisions of this Agreement shall not apply.

D. The Hospital does not guarantee how often, if at all, a nurse in a flex position will work any hours beyond their base hours, however, all hours including any flex hours will be included on the final schedule, posted two weeks before the schedule period begins in accordance with Section 3.3 (Work Schedules). Such flexing shall be equitably distributed among all flex nurses within the unit.

E. The percentage of Flex up positions (on a FTE basis as a percentage of the total bargaining unit) shall not exceed 45%. For purposes of calculating FTE status under this paragraph, a 24/32-hour flex position shall be a .60 FTE and a 32/40-hour flex position shall be a .80 FTE. If the percentage of Flex up positions exceeds 45% at ratification, the parties agree that the Hospital can get below the cap through attrition and will not be required to convert any existing filled positions from Flex to regular positions.

F. Within a 30-day period following ratification bargaining unit nurses in a flex up position may elect to either:

1. remain in a flex up position, or
2. convert to a regular position opting into the higher hour position, provided that, in the event such requests would result in a reduction of flex positions below 45%, conversions will be granted by bargaining unit seniority.

ARTICLE VI - Holidays

Section 6.1. Holidays.

A. Regular full-time and regular part-time nurses will be granted 11 paid holidays per year, three of which will be floating holidays:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holidays (3)
Labor Day	

Holiday pay pursuant to Section 6.2 shall be paid for work on the eight designated holidays, but not on floating holidays.

B. Except for the Christmas Day holiday and the New Year's Day holiday, holiday hours begin at 11:00 p.m. on the day preceding the holiday and end at 11:30 p.m. the night of the holiday.

For nurses who are assigned to the evening shift, the Christmas Day holiday will begin at 3:00 p.m. on December 24 and will end at 11:30 p.m. on December 25. In the event that such a nurse is assigned to work both evening shifts on the Christmas Day holiday, the nurse will be paid holiday pay in accordance with Section 6.2 for both such shifts, but they will be considered to have worked a single holiday for purposes of any holiday rotation/distribution.

For nurses who are assigned to the evening shift, the New Year's Day holiday will begin at 3:00 p.m. on December 31 and will end at 11:30 p.m. on January 1. In the event that such a nurse is assigned to work both evening shifts on the New Year's Day holiday, the nurse will be paid holiday pay in accordance with Section 6.2 for both such shifts, but they will be considered to have worked a single holiday for purposes of any holiday rotation/distribution.

C. Nurses shall be paid time and one half their base rate of pay as holiday pay for all hours worked provided 50% or more of the worked shift falls between the hours of 11:00 p.m. on the day preceding the holiday and 11:30 p.m. on the night of the holiday, except Christmas and New Years when the holiday begins at 3pm the day preceding the holiday.

D. Holiday time, including Floating Holiday time, will not carry over from year-to-year. Holiday pay will be pro-rated for regular part-time nurses.

Section 6.2. Holiday Pay.

During a schedule in which a holiday falls a nurse may request to be paid an additional 8 hours of the nurse's accrued holiday hours above their control hours, pro-rated for regular part-time nurses, at the nurse's regular hourly rate.

Section 6.3. Scheduling Holiday Work.

Nurses will be required to work no more than every other holiday.

No later than one (1) year after ratification:

A nurse not scheduled to work on a holiday shall either be paid for the holiday or given a day off with pay at a mutually agreed upon time within 30 days before or after the holiday. (In either event, the hours shall count towards the control hours for the week in which they are used).

A nurse who works any of these holidays shall be given the pro-rated hours of the holiday to take time off at another time. (Which shall be a day off with holiday pay that shall be scheduled by mutual agreement between the nurse and the hospital within 30 days before or 30 days after the

holiday.) a nurse using one of these days will have the hours count towards their control hours for the week.

In order to grant more equitable time off on Thanksgiving, Christmas and New Year's Day, preferences for the day off before or after the holiday will be distributed by seniority first among nurses who work the holiday (or are on-call on the holiday) and who request such time off provided that the weekend rotation shall not be changed to accommodate this. All other requests for the day off before or after the above holidays shall be granted in accordance with the applicable contract language.

ARTICLE VII - Earned Time

Section 7.1. Earned Time Program.

The Earned Time ("ET") Program set forth in this Article VII will be applicable to all full-time and all part-time nurses who have a scheduled commitment to work at least twenty hours per week. The Earned Time program described in this Article VII will not be applicable to per diem nurses.

Section 7.2. Accrual of Earned Time.

- A. Rates of Accrual: Each eligible nurse will accrue ET at the following rates:
1. Prior to such nurse's completing four years of continuous employment, they will accrue ET at the rate of 0.0847 hours for each non-overtime hour paid (up to 40 hours per week) (*e.g.*, 22 days/178 hours annually for a full-time nurse).
 2. Upon completion of four years of continuous employment, they will accrue ET at the rate of 0.1039 hours for each non-overtime hour paid (up to 40 hours per week) (*e.g.*, 27 days/216 hours annually for a full-time nurse).
 3. Upon completion of 19 years of continuous employment, they will accrue ET at the rate of 0.1231 hours for each non-overtime hour paid (up to 40 hours per week) (*e.g.*, 32 days/258 hours annually for a full-time nurse).

The term "hours paid" as used in this Section 7.2(a) shall mean hours that are paid by Southcoast (i) for actual work pursuant to Section 2.1, (ii) for "planned" and "unplanned" Earned Time pursuant to Sections 7.3(E) and 7.3(F), (iii) for "bereavement leave" pursuant to Section 9.1, (iv) for jury duty leave pursuant to Section 9.7, and (v) for military leave pursuant to Section 9.8.

B. Part-time hourly employees accrue earned time on a pro-rata basis. Modified full-time employees working 36 hours per week in three 12-hour shifts accrue earned time equal to full time employees.

C. Per Diem and temporary employees (expected to work less than six months) do not accrue earned time.

D. Full-time and regular part-time nurses will be entitled to accrue a maximum ET accrual of 400 hours. Nurses with a Secondary ETO balance or Extended Illness Bank will retain those hours in accordance with Hospital policy.

E. No Accrual. Earned Time will not be accrued for hours that represent pay taken in lieu of time off.

Section 7.3. Use of Earned Time.

A. Initial Eligibility. Nurses will not be eligible to use accrued ET until they have completed 90 days of continuous employment.

B. Usage. All absences for, *e.g.*, vacation, personal time and sick leave will be charged to a nurse's accrued ET account, except for the following;

1. Absences pursuant to Section 9.1 ("Death in the Immediate Family"), Section 9.7 ("Jury Duty") and Section 9.8 ("Military").
2. Absences for which nurses are not entitled to be paid.
3. Unauthorized absences due to weather conditions.

C. Yearly Minimum Usage. Full-time nurses are expected to use a minimum number of 120

ET hours each calendar year, and regular part-time nurses are expected to use a prorated minimum number of ET hours each calendar year.

D. Daily Minimum Usage. ET must be used in increments of two hours, except with the prior approval of the nurse's supervisor.

E. Usage for "Planned" Time Off.

1. At the December Labor Management meeting, the parties shall review the amount of ETO to be allocated each week for each unit employing bargaining unit nurses. The minimum amount of hours allocated for each week shall be determined by the Hospital considering the need for sufficient allocations for all nurses to utilize their annual ET/vacation accruals, and excluding holiday bank.

2. Vacation Planner

The vacation year shall be from April 1st through March 31st. A fifty-two week vacation planner will be initiated by January 15th and will be completed by February 15th. The blank planner will be posted for each bargaining unit RN to view no later than one week prior to January 15th.

According to their place on the seniority roster, each nurse will be assigned a date & time in which to sign up. If scheduled to work, the nurse will be provided coverage to attend the meeting.

The posting will include the amount of hours to be granted each week by shift, separately for primetime, holiday vacation weeks and for the total remaining weeks of the year, the complete list of bargaining unit nurses in the department, their seniority dates and the date & time for each to confirm their vacation selection. In an effort to create additional opportunities for nurses to utilize holiday time during holiday vacation weeks, less time may be allocated in the planner. "Prime time" shall be defined as the second Sunday in May, through the week ending the third Saturday in September.

There will be two rounds of vacation request picks.

Requests for vacation shall be done by seniority up to one year of accrued time. Each nurse who requests vacation during primetime shall be granted a minimum of one continuous week.

In the first round, each nurse based on seniority may request up to one week during the primetime period, and one week during the remaining weeks outside of the primetime period, including holiday vacation weeks. A nurse with more than 19 years of continuous service may request one week during primetime and two weeks during the remaining weeks outside of the primetime period, including holiday vacation weeks. In units which currently have a practice of allowing nurses to select more than one week in primetime in the first round, such practice will be preserved, provided that it will not result in a less senior nurse being denied the minimum one week in primetime. In the first round, no nurse can pick more than two weeks inclusive of Holiday Vacation weeks. For example, if there are 14 weeks between June 1st through the Saturday following Labor Day and 2 vacation slots allocated per week (28 available weeks) and 18 nurses, 10 nurses could pick 2 weeks and the remaining 8 would pick one in the first round.

The second round will begin when the first round is completed. All time remaining after the first round of selection will be posted and each nurse by seniority may request all additional vacation time.

When making their selection under first round and second round, one selection is equivalent to one week. Requests must be made for one full week (relative to the RNs control hours) however, if a partial week is available the RN may request this week with the understanding that the partial week is the only time which is available.

All approved vacation time will be posted by March 1st.

In the event the nurse will not have accrued sufficient earned time by the time of the vacation to be paid for the entire scheduled vacation, and the time off is cancelled by the hospital, the nurse will receive as much advance notice as possible and no less than two weeks in advance of the planned time off. If it is determined the nurse's benefit accruals have been depleted due to an approved personal medical leave the cancellation will be rescinded and vacation (unpaid) restored.

Holiday Vacation Weeks

Nurses may request time off in one of the three holiday vacation weeks that include Christmas Day, Presidents' Day and Patriots Day. Time off will be granted on a rotating basis within a unit and shift, starting with the senior most nurse. New hires will be placed at the bottom of the list as it exists at the time of the nurse's hire.

For the purposes of maintaining rotational order, a nurse who schedules one week during any holiday vacation week may not schedule a holiday vacation week until all less senior nurses have had an opportunity to choose a holiday vacation week or unless such time is available after all nurses have completed their first round selections.

F. Usage for "Unplanned" Time Off.

1. General. ET may be used for "unplanned" time off, *i.e.*, time off where a nurse is unable to attend work because of (i) personal illness, (ii) illness in the immediate family where it is necessary for the nurse to care for a parent, spouse or child, and (iii) compelling personal business as to which advance scheduling is not possible. To be eligible to use ET for "unplanned" time off, a nurse must give notice of their absence to their supervisor or such supervisor's designee by 5:30 a.m. if they work the day shift, by 11:00 a.m. if they works the evening shift, or by 7:00 p.m. if they works the night shift, unless it is not possible for the nurse to do so. (Failure to provide such notice for two consecutive scheduled shifts will be deemed to constitute the nurse's resignation.) In addition, Southcoast may request, and the nurse will provide, if so requested, evidence satisfactory to Southcoast with respect to such absence. Excessive use of unplanned Earned Time may result in disciplinary action, up to and including discharge.

2. Illness or Medical Disability. A nurse who is absent for 3 scheduled workdays must apply to the State for medical leave and contact the Leave of Absence Administrator to apply for Family Medical Leave. To return to work following illness or medical disability, a nurse must report to Employee Health for clearance before returning to work if the illness or disability exceeds three days or if Southcoast so requests; clearance by the nurse's personal physician will be considered, with final determination to be made by Southcoast's Employee Health physician. In the case of a personal job-related disability, a nurse must apply for Workers' Compensation benefits.

Section 7.4. Pay for Earned Time.

ET pay will be at the nurse's regular straight-time hourly rate, plus evening or night shift differential, if the nurse has been regularly assigned to the evening or night shift for at least one month, and will not exceed eight hours in a day (or nine, 10 or 12 hours for a nurse whose regular scheduled workday is nine, 10 or 12 hours).

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

When a nurse's ET account reaches the maximum ET accrual specified in Section 7.2(D), the nurse will cease to accrue ET.

Section 7.6. Cash Surrender of Earned Time.

A. Upon conversion to per diem status or upon voluntary resignation of their employment, a nurse who has completed 90 days of continuous employment will be paid for all accrued ET in such nurse's account. In the case of an involuntary termination, such a nurse will be paid for all accrued ET, provided that they have completed 90 days of continuous employment. Payment will be made through the normal bi-weekly payroll processing as soon as the Payroll department is able to process the payment.

B. (i) A nurse must designate ET to be "cashed in" during the coming calendar year, and may do so only during the annual benefits open enrollment period that precedes such year. During such open enrollment period, a nurse must designate the number of weeks that they want to cash in

during the following calendar year (which designation may be zero (0) weeks but shall be no more than two (2) weeks). Such designation commits the nurse to cash in their accrued, unused ET hours equal to their then-current weekly control hours times the number of weeks designated, and may not be changed. Subsequent to such designation, the nurse may at any time during such year choose when, during that year, they want the cashed-in amount paid to them, provided that if they have not notified the payroll department to cash in the designated amount by November 15, the amount will be paid to the nurse before the end of the year. If the number of hours in the ET account on November 15 is not sufficient to satisfy the total cash-in designation, the balance of the bank will be cashed-in and no additional payments will be due or paid.

(ii) In addition to the cash-in process set forth in Section 7.6(A) above, a nurse may also cash in ET without notice in the event of "unforeseen circumstances", as that term is defined by IRS from time to time.

C. Nurses will not have shift differential included in ET that is "cashed in" pursuant to this Section 7.6.

Section 7.7. Legacy Sick Time Bank.

In the case of a nurse's absence due to personal illness that extends beyond two consecutive workdays for such nurse, they may elect to utilize their Legacy Sick Time Bank instead of their ET account for such days in excess of two during such absences. Usage of days in the nurse's Legacy Sick Time Bank will be subject to the eligibility requirements of Sections 7.3(F)(i) and 7.3(F)(ii), and unused days in the nurse's Legacy Sick Time Bank will not be paid upon termination or upon conversion to per diem status.

ARTICLE VIII - Benefits

Section 8.1. Medical and Dental Insurance.

All full-time and part-time nurses who have a scheduled commitment of at least 24 hours per week will have the option to be covered under Southcoast's medical insurance programs on the same basis as non-bargaining unit employees of the Hospital. A nurse's contribution to the cost for the premium of an individual policy or a family policy shall be determined periodically by Southcoast based

on its projected costs. Effective as soon as possible after ratification, nurses will transition to the salary-banded premium contribution schedule in effect for non-bargaining unit employees in effect as of January 1, 2022.

The premium contribution percentages in effect as of January 1, 2022, will not increase during the term of this Agreement (through December 31, 2024). The plan design of Southcoast's medical insurance programs will be substantially similar in the aggregate to that of the plans in effect as of January 1, 2022 for non-bargaining unit members, during the term of this Agreement (through December 31, 2024).

All full-time and part-time nurses who have a scheduled commitment of at least 24 hours per week will have the option to be covered under Southcoast's dental insurance programs. A nurse's contribution to the cost for the premium of an individual policy or a family policy shall be determined periodically by Southcoast based on its projected costs.

The previous paragraph notwithstanding, any care provided at a Southcoast facility will be considered a tier I claim (excluding services provided by non-tier 1 providers selected by the nurse or covered dependents).

Section 8.2. **Life Insurance Program.**

A nurse who has a scheduled commitment of at least 24 hours per week will be included in the Group Life Insurance Program for Hospital employees, subject to the rules and privileges of the Insurance Contract, and will be insured for a sum equal to their salary.

Section 8.3. **Retirement Program.**

The Southcoast Health System Partnership Plan will be applicable to nurses. Southcoast will not reduce its matching contribution below 3% during the term of the agreement (through December 31, 2024).

Section 8.4. Long-Term Disability Insurance.

The Southcoast Long-Term Disability insurance program will be applicable to nurses who have a scheduled commitment of at least 24 hours per week.

Section 8.5. Short-Term Disability Insurance.

Southcoast nurses will be eligible for the Southcoast Short-Term Disability Insurance Program on the same basis as for other Hospital employees.

ARTICLE IX - Leaves of Absence

Section 9.1. Bereavement.

In the event of a death in the immediate family of a full-time or regular part-time bargaining unit nurse who has completed their probationary period, the nurse will be paid at their basic hourly rate for 3 days of their regularly scheduled hours (up to 24 hours pay) during the five-day period beginning with the date of the death, for the purpose of making necessary funeral arrangements and attending the funeral. While bereavement leave must normally be taken within 5 days of the death, when the funeral arrangements are postponed or when other unusual circumstances exist, a nurse may defer bereavement time to a later date, provided the nurse notifies their manager within 5 days of the death, must notify their manager within 10 days of the anticipated leave date(s), and must take the bereavement leave within 90 days. In the event a nurse is on vacation at the time of the death, ETO will be converted to bereavement time and restored to the nurse's ETO bank.

For the purposes of this section, "immediate family" shall include the employee's current spouse, current domestic partner, child(ren) and step child(ren), sibling(s), parent(s) and step parent(s), parent(s)-in-law, grandparent(s), grandchild(ren), son(s)-in-law and daughter(s)-in-law. In the event of a death of such a nurse's grandparent-in-law, brother-in-law, sister-in-law, or the nurse, spouse, or domestic partner suffers a miscarriage, they will be paid at their basic hourly rate for one day (up to 8 hours) during the five-day period beginning with the date of the death/miscarriage for the purpose of making necessary funeral arrangements and attending the funeral. Southcoast, in its sole discretion, may grant additional time off, with or without pay.

Section 9.2. Personal Illness and Illness in the Immediate Family.

A leave of absence for a period consistent with applicable law will be granted to a nurse to care for a spouse, parent, or child, suffering from a qualifying illness, or the nurse's own qualifying illness. A nurse wishing to access leave under this provision will as soon as practicable notify Southcoast or the Leave Administrator, if applicable, of the qualifying illness. A nurse who qualifies for leave to care for a family member with a serious health condition under the Family and Medical Leave Act of 1993 (FMLA) or the Massachusetts Paid Family and Medical Leave Act (MA PFML), will be reinstated to their former position and department at the expiration of said leave. A nurse who is not eligible for reinstatement to their former position at the expiration of their leave will be entitled, for one year from the date the nurse's leave began, to bid on vacant bargaining unit positions on the same basis as all other current members of the bargaining unit.

Section 9.3. Parental Leave.

Whenever a nurse becomes pregnant, she will as soon as practicable notify Southcoast or the Leave Administrator, if applicable, of the expected date of delivery. A nurse who has completed their probationary period is entitled to parental leave for the birth or adoption of a child consistent with applicable law. A nurse who qualifies under the FMLA or MA PFML for leave for the birth and care of a newborn child of the employee or for the placement with the employee of child for adoption or foster care, will be granted leave consistent with applicable law and will be reinstated to their former position and department at the expiration of said leave consistent with applicable law. A nurse who is not eligible for reinstatement to their former position at the expiration of their leave will be entitled, for one year from the date their leave began, to bid on vacant bargaining unit positions on the same basis as all other current members of the bargaining unit. A nurse may apply her accrued sick leave to a pregnancy-and/or childbirth-related disability if allowed by State or Federal law. An absence due to such a disability that continues beyond the period of a nurse's accrued Earned Time will be treated as personal illness leave pursuant to Section 9.2.

Section 9.4. Educational.

Educational leave of absence up to three months (or one semester, if longer than three months) may be granted without pay upon written application to Southcoast or the Leave Administrator, if

applicable, for professional growth and development. Upon return from educational leave of absence, a nurse will be reinstated to the first available position for which the nurse qualifies.

A nurse will be eligible for one day off with pay per fiscal year to attend an educational workshop with prior approval, which shall not be unreasonably denied, and, will also receive reimbursement for one workshop registration fee.

Section 9.5. Professional.

Subject to operational needs, time off with pay from accrued Earned Time may be granted to a reasonable number of nurses to attend at least the following professional meetings:

- (a) Annual Convention of Massachusetts Nurses Association (two days).
- (b) Board meetings if a board member of Massachusetts Nurses Association.

Southcoast will respond within seven days of a nurse's request.

Section 9.6. Special.

Special leave for other purposes, such as consultation service, research, special projects may be requested of the Chief Human Resources Officer or designee for Southcoast and may be granted, without pay, at the discretion of the Site Administrator for the St. Luke's Hospital site or their designee.

Section 9.7. Jury Duty.

Leave of absence for Jury Duty will be granted. The first three days of service as a juror will be paid by Southcoast at the nurse's regular rate of pay. Thereafter, the difference between jury pay and the nurse's salary will be paid by Southcoast. This will not include travel pay.

Section 9.8. Military.

Leave of absence without pay for military reserve training will be granted upon written application to Southcoast or the Leave Administrator, if applicable, in accordance with applicable Federal and State law. For a period not to exceed two calendar weeks per year for annual training,

Southcoast will supplement a nurse's military pay/allowances for military reserve training by paying the difference between their military pay/allowances and their regular weekly straight-time salary.

A nurse who qualifies for Military Family Leave under the FMLA or MA PFML, will be granted leave to care for an immediate family member who is a member of the armed services consistent with applicable law. Such nurse will be reinstated to their former position and department consistent with applicable law.

A nurse who qualifies for Military Family Leave under the FMLA or MA PFML, will be granted leave consistent with applicable law. Such nurse will be reinstated to their former position and department consistent with applicable law.

Section 9.9. Industrial Accident.

A leave of absence will be granted to a nurse who is absent because of an industrial accident and they will be reinstated to their former position and department at the expiration of said leave provided that they return within one year; if the nurse returns after one year, they will be reinstated to a position having the same grade, shift and hours as their former position, and they will be given the first opportunity to return to their former position if and when the position is open. A nurse who is not eligible for reinstatement to their former position at the expiration of their leave will be entitled, for one year from the date the leave began, to bid on vacant bargaining unit positions on the same basis as all other current members of the bargaining unit.

Section 9.10. Other.

Leave of absence may be granted at other times than stated above only at the convenience of the Hospital (and with the special approval of the Site Administrator for the St. Luke's Hospital site or their designee) and will not be unreasonably denied. Written requests for an elective leave of absence must be submitted to the Chief Human Resources Officer for Southcoast or the Leave Administrator, if applicable, four weeks in advance, if possible. When granted, a nurse will be returned to their former position.

Section 9.11. Accrual of Benefits.

When computing length of service, eligibility for increase in pay or sick leave or vacation eligibility, time spent on leave of absence of more than 60 days will not be counted. Southcoast will continue its contribution to medical and dental insurance for the duration of leaves of absence covered under the FMLA or the MA PFML. Such leaves include sick leave (after accumulated sick leave has been used), Industrial Accident Leave, Jury Duty Leave, Parental Leave and leave for family illness.

Section 9.12. FMLA/PFML.

The Association acknowledges that the Hospital is subject to the provisions of the FMLA and the PFML. Where a nurse takes a leave under the provisions of this collective bargaining agreement for a reason which would entitle an employee to leave under the FMLA/PFML, such leave will also be considered FMLA/PFML leave and will be deducted from the employee's statutory FMLA/PFML leave entitlement. FMLA/PFML leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA/PFML.

With respect to the Massachusetts Paid Family Leave Law ("PFML"), beginning the payroll period after ratification, the Hospital may apportion to nurses that part of the payroll tax which can be charged to employees under the law, as amended from time to time.

ARTICLE X - Seniority

Section 10.1. Seniority.

The Hospital recognizes the following types of seniority for bargaining unit nurses:

Benefit Seniority:

Effective on the date of ratification of this Agreement, Benefit Seniority shall be defined as length of continuous employment in any benefits eligible position since the nurse's most recent date of hire within Southcoast Health System.

Nurses employed in positions covered by this Agreement on the date of ratification who have Per Diem service in their employment history for a period of less than one year will be credited for all years of benefits eligible service. Benefit Seniority shall be the determining factor in the following:

1. Determining the annual ETO accrual level;
2. Vacation selection.

Bargaining Unit Seniority:

Effective on the date of ratification of this Agreement, Bargaining Unit Seniority shall be defined as the length of continuous employment by the Hospital in a benefits eligible position covered by this Agreement. Nurses who commence RN Per Diem service after the date of ratification of this Agreement will be credited for all years of benefits eligible service as an RN.

Nurses employed in positions covered by this Agreement on the date of ratification will have a Bargaining Unit Seniority date equal to their Benefit Seniority date.

Miscellaneous

Effective on the date of ratification of this agreement, seniority will be frozen upon transfer of a regular full or part time bargaining unit nurse to a per diem position, however such time shall remain applicable when applying for vacancies. When a nurse returns to a full or part time position their seniority will be bridged and will go forward from the time the nurse returns to a benefits eligible position.

A nurse who works in a service, program or function which is relocated or consolidated to the St Luke's campus from another Southcoast Health campus, will be given full Bargaining Unit Seniority credit for their continuous RN years of benefits eligible service at Southcoast Health for all purposes under this article.

Bargaining Unit seniority shall be frozen upon appointment to a non-bargaining unit position within the Hospital. Upon reappointment to a bargaining unit position, bargaining unit seniority will be

bridged and will go forward from the time the nurse returns to a bargaining unit position provided the nurse returns to a bargaining unit position within one year and one day.

A nurse will acquire seniority after completing a 180-day probationary period during which period they may be discharged for any reason without recourse to the grievance procedure. Upon completion of the probationary period, the nurse's seniority will date from the first day of employment.

Within 90 days of the ratification of this Agreement, a seniority list will be posted and the nurses will have 30 days after the posting within which to raise objections to their seniority date. If no objection is filed during the 30-day period, the seniority will be considered as posted.

Bargaining unit seniority shall be the determining factor in the following:

1. Vacancy filling;
2. Reduction in Force;
3. All other references to seniority unless the provision specifically cites benefit seniority is to be used.

In the event two or more nurses have the same date of hire into a bargaining unit position, the following shall serve as a tie breaker:

- 1) If either has additional benefit seniority;
If not then:
- 2) Date of most recent application for a bargaining unit position at SLH;
If both are the same then:
- 3) Date of original MA RN Licensure.

Section 10.2. Loss of Seniority.

All seniority (including benefit seniority) and all employment rights will be lost by:

1. Resignation;
2. Discharge for just cause;
3. Failure to report for work at the expiration of an approved leave of absence;
4. Engaging in other employment while on a leave of absence without written permission

from the Hospital.

Section 10.3. Position Vacancies.

All vacancies in positions covered by the Agreement will be posted electronically for a period of five calendar days. Any nurse interested in said vacancy will apply through the electronic application process. The position will be filled on the basis of ability and qualifications. Where ability and qualifications are equal, among applicants in good standing seniority will prevail. After the successful applicant has been selected by Southcoast, it will notify the unsuccessful applicants. For purposes of this Section, "good standing" means the employee has not received discipline (excluding a verbal warning) within the twelve (12) month period preceding the date the job was posted.

Section 10.4. Movement of Work.

A. Nurses Relocated Into Bargaining Unit

In the event that a service, program or function is relocated or consolidated to the St Luke's campus from another Southcoast Health campus, the nurses relocated with that service, program or function will become employees of the St. Luke's Hospital and members of the bargaining unit and covered by this Agreement. Such nurse will retain their then Southcoast seniority date for all purposes under this Agreement.

B. Nurses Relocated Out of Bargaining Unit

In the event that a service, program or function is relocated or consolidated from the St Luke's campus to a Southcoast facility or location other than a campus covered by this Agreement, the nurses assigned to that service, program, or function will be relocated, subject to the following paragraph, and will cease to be employees of St. Luke's Hospital and will not be members of this bargaining unit. Such nurse will retain their then Southcoast seniority date for all purposes under this Agreement to the extent permitted by any applicable collective bargaining agreement at such other Southcoast facility or location.

In the event a nurse declines to accept relocation, said relocation will be deemed to be a reduction in force and the affected nurse may elect to exercise their rights under Section 9.10 of this Agreement dealing with Reductions in Force.

Section 10.5. Reduction in Force.

A. Within any nursing area, Southcoast will determine the positions to be eliminated in whole or in part. A position that is reduced by four or more hours, or a shift that is changed by four or more hours, will constitute a position elimination pursuant to this Section. All nurses whose positions are so eliminated and who, as of the effective date of such elimination, have completed their probationary period pursuant to Section 10.6 will be listed in order of their respective seniority on a single RN reduction List and in such order each such nurse will have the following options, subject to subparagraph (c) below:

1. The nurse may select a job vacancy (if one is available); or ³
2. The nurse may displace a less senior nurse in the bargaining unit with the same scheduled hours and shift (if any); ⁴
3. If no such position exists, the nurse may displace a less senior nurse in the bargaining unit with the same shift regardless of scheduled hours, the same scheduled hours on another shift, or on another shift regardless of scheduled hours; or
4. The nurse may elect to be laid off. ⁵

A nurse displaced by a more senior nurse pursuant to option (2) or (3) above will be considered to have had their position eliminated, will be on the RN Reduction List in accordance with their seniority,

³ For the purpose of this option, a position occupied by a nurse during their probationary period will be deemed vacant.

⁴ In option (2) above, a nurse may choose to displace a less senior nurse in their home unit regardless of hours and or shift.

⁵ A nurse for whom option (1), option (2) and option (3) are not available or not elected will be laid off in accordance with this option (3).

and will have applied to their options (1), (2), (3), and (4) above after the more senior nurses on such list, provided that such displaced nurse has completed their probationary period pursuant to Section 10.6 at the effective date of such displacement. Options (2) and (3) above will be available only to the nurse whose position is eliminated by Southcoast pursuant to the first sentence of this paragraph, the nurse whom they displace, and the nurse who is in turn displaced.

B. A nurse who is laid off or displaced from their position in accordance Section 10.5(A) above will have rights pursuant to this Section 10.5(B) for a period not exceeding one year from the date of their layoffs/displacement from the bargaining unit at St. Luke's Hospital. Such a nurse who applies for a position vacancy that has been posted pursuant to Section 10.3 above will be considered to have seniority equal to their seniority at the time of their layoff/displacement. Such vacancy will be filled in accordance with Section 10.3 above. If such a nurse is rehired into a bargaining-unit position pursuant to this Section 10.5(B), they will have credited with the seniority that they had at the time of their layoff/displacement. Nurses on layoff will no longer be on layoff status, will lose their seniority, and will be considered terminated from the employ of the Hospital without further notice, and without recourse to the grievance and arbitration procedure, if they refuse recall to their previous position during the one year period.

C. Wherever in the above procedure it is provided that a nurse may fill another position by displacing another nurse, it will be understood that such opportunity will be subject to the nurse's being qualified in Southcoast's judgment to perform the requirements of the position with minimal orientation (i.e., the nurse must have all the skills required for the position and must be able to orient to the procedures of the unit in no more than three weeks.) A nurse who displaces another nurse in accordance with sub-paragraph (A), above, will be laid off, if they are unable to successfully orient to the procedures of the unit in no more than three weeks. A nurse selecting a vacancy under this Article will be provided the unit-based competency orientation for the position.

D. With respect to option (2) and (3) above, it is understood that no more than 20% of the nurses on any given unit may be displaced during a reduction in force, and therefore option (2) will not be available to nurses with respect to any unit where an additional displacement would result in more than 20% of nurses on that particular unit being displaced.

E. A nurse who is laid off pursuant to option (A)(4) above will, if they so request in writing, be enrolled on the temporary call-in list, indicating the areas of their interest and skills, and the times and shifts that they are available, and will be placed at the top of such list in the order of their seniority. Before calling in nurses not on such list, Southcoast will attempt to contact nurses on the list who it deems qualified to perform the necessary duties for fill-in purposes. This paragraph (E) will apply to a laid-off nurse for a period equal to their seniority or one year, whichever is less.

F. For purposes of being placed on the RN Reduction List and exercising options pursuant to paragraph (A) above, there will be no distinction between full-time nurses and part-time nurses.

G. Southcoast will give the Association at least two weeks' notice before commencing a reduction in force, except in exigent circumstances. Southcoast and the Association will bargain to the extent required by law concerning a severance package for laid off nurses.

Section 10.6. Probationary Period.

All newly hired nurses will be on probation for a period of 180 calendar days, during which period the Hospital may discipline or discharge the nurse without recourse to the grievance process. The probationary period may be extended for up to 1 month through mutual agreement of the Hospital and the Association. Once a nurse has completed their probationary period, the nurse's date of seniority will date from their day of hire.

Section 10.7. Notice of Resignation.

A nurse who resigns is expected to give proper notice. Proper notice for a staff nurse is a minimum of three weeks.

ARTICLE XI - Association Rights

Section 11.1. Association Representatives.

Duly authorized representatives of the Association may visit the Hospital at reasonable times to discharge the Association's duties as the collective bargaining representative. The association shall provide advance notice of such visit. Upon arrival at the hospital the visiting representative will make

themselves known to the Southcoast Director of Employee Relations or their designee, together with the purpose of the visit and such visits will not disrupt the orderly operation of the Hospital.

Entry to work areas is not permitted without the permission of the Southcoast Director of Employee Relations or their designee, which shall not be unreasonably denied.

Section 11.2. Meeting Space.

The Association may request to use a meeting room on the premises of the Hospital to meet with individual or small groups of nurses. Space will be requested at least one week in advance, when possible. Requests should be directed to the Director of Labor Relations or designee. Such requests will not be unreasonably denied. This language will not constitute a waiver of any rights provided under the law.

Section 11.3. New Hire Orientation.

The Hospital agrees to permit an Association representative to speak to all new bargaining unit nurses for 20 minutes before the conclusion of Day 3 of the orientation at the St. Luke's Hospital site, as to Association status at the Hospital. If the nursing orientation is onsite and the Association representative is on duty, the nurse will be released without loss of pay from their shift to attend orientation.

Section 11.4. Bulletin Boards.

Southcoast will provide a bulletin board at the Hospital for the posting of Association meetings and related materials. This bulletin board will be for the exclusive use of the Association and will have a lock. A copy of all materials that the Association intends to post will be given to the Site Manager of the St Luke's Hospital site at least 24 hours in advance of posting.

Section 11.5. Non-Discrimination.

Neither the Hospital nor the MNA will discriminate unlawfully against any nurse because of race, color, creed, sex, gender identity, sexual orientation, age, ethnic or national origin, marital status, handicap, religious belief, veteran status or any other classification protected in accordance with applicable law.

The Hospital and the Association recognize the right of any bargaining unit nurse to join or refrain from joining the Association, and neither party will interfere with the nurse's exercise of that right.

ARTICLE XII - Association/Hospital Relations

Section 12.1. Labor/Management Committee.

There will be a Labor/Management Committee that consists of up to seven members designated by the Hospital and up to seven bargaining-unit members designated by the Association. The designated bargaining-unit members will be released from work, subject to the Hospital's operating considerations, without loss of pay to attend meetings that are held during their regularly-scheduled work time.

The Committee shall serve solely in an advisory capacity and will meet monthly to discuss matters of mutual interest, including staffing issues. It is understood and agreed that the functioning of the Labor/ Management Committee will in no way usurp or displace the functioning of other Committees at the Hospital, and no other committee at the hospital shall usurp the functioning of this committee.

Section 12.2. Grievance and Arbitration.

The parties recognize that day-to-day problems affecting nurses shall normally be adjusted informally between a nurse and their immediate supervisor. Such matters will not be deemed grievances. Any grievance or dispute which cannot be adjusted in this manner will be settled in accordance with the following procedure:

Step 1

The aggrieved nurse or nurses may present the matter through or with a representative of the Association, if such nurse or nurses so elect, to the nurse(s) department manager in a further effort to reach informal settlement, provided that such grievance is filed in writing within 30 calendar days of the date that the nurse first knew or had reason to know of the event(s) on which the grievance is

based. The parties agree to meet at a mutually agreeable time, and then the department manager will give their response within 7 calendar days thereafter.

Step 2

If the matter is not satisfactorily resolved pursuant to Step 1, it may be presented to the Associate Chief Nursing Officer (ACNO) at the St. Luke's Hospital New Bedford site or their designee within 21 calendar days after the nurse(s) receive the department manager's written decision. The grievance will be filed in writing, signed by the aggrieved nurse(s) and/or authorized Association representative. The parties shall meet at a mutually agreeable time and the ACNO or their designee will provide their written answer within 21 calendar days.

Step 3

If the matter duly presented to the ACNO under Step 2 is not satisfactorily resolved by their answer, the Association may refer such matter to arbitration pursuant to the Voluntary Labor Arbitration Rules of the Labor Relations Connection, provided that the Association will have duly filed written demand for such arbitration within 21 calendar days after the receipt of the ACNO's answer. The arbitrator shall have no authority to add to, subtract from, modify, alter or disregard any of the provisions of this Agreement.

The Association will have the right to file a grievance at Step 2 on behalf of a group of nurses who are similarly affected by a Southcoast action that is alleged to be in violation of this Agreement. An individual grievance may also be filed at Step 2 upon mutual agreement of the Association and Southcoast, in their respective sole discretions.

No grievance shall be considered under the foregoing procedure unless it is presented in the manner set forth herein. Exceptions to time limits above may be made by mutual agreement between the parties. A grievance must be appealed to the next step of the grievance procedure or to arbitration within the time limit provided in the procedure, or the grievance will be considered settled on the basis of the last answer given by the Hospital. If Southcoast does not provide an answer to the grievance

within the above time limits, or any mutually agreed extension thereof, the grievance may be referred to the next step.

The decision of an arbitrator on any matter duly submitted to them will be final and binding upon the parties hereto or any nurse or nurses. Each party will bear expenses incurred by it and expenses of the arbitration incurred jointly will be borne equally by Southcoast and the Association.

Section 12.3. Just Cause.

A nurse who has completed their probationary period will not be disciplined or discharged except for just cause, provided that a nurse may be disciplined or discharged during their probationary period without recourse by the nurse or the Association.

ARTICLE XIII - Management Rights

Section 13.1. Management Rights.

The Association recognizes the right of Southcoast to operate and manage the Hospital. Without limiting the generality of the foregoing, Southcoast reserves to itself, subject only to the express provisions of this Agreement, the management of the Hospital, the right to extend, maintain, reorganize, curtail or terminate its operations, the right to require standards of performance and the maintenance of discipline, order and efficiency, the determination of medical, professional, and nursing care standards, operations and other policies, the determination of the type and amount of equipment to be used, the direction of the nurses and the assignment of work, the right to hire, to transfer temporarily and to discharge, suspend, demote, or otherwise discipline nurses for just cause, the right and authority to establish or continue its policies, practices, rules, regulations and procedures and to change or abolish such policies, practices, rules, regulations and procedures, the right to lay off nurses for lack of work or for other reasons and to recall nurses, the right to require reasonable overtime work consistent with applicable law and regulations, the right to promulgate and enforce rules relating to operations, safety measures, security, and other matters, to subcontract work, to permit supervisory and/or temporary employees to perform bargaining unit work, to use and install security cameras, to establish and change work schedules and hours of work, to take such measures as it may determine necessary for the orderly operation of the Hospital and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated

rights of management are not all inclusive. Except as expressly limited by specific provisions of this Agreement, 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 XIV - Strikes and Lockouts

Section 14.1. Strikes and Lockouts.

It is mutually agreed that during the term of this Agreement, there will be no strikes (whether general, sympathetic or otherwise), stoppages of work, lockouts, mass sick days, slowdowns, refusal to cross picket lines or any similar interference with the operations of the Hospital. The Association agrees that, in the event of any violation of this Section 14.1, it will endeavor to cause such violation to cease and to cause work to be fully resumed.

In the event that any nurse violates a provision of this article, the association will make every reasonable effort to effect a return to work and a termination of any such acts being committed by such nurse.

Any employee who participates in a strike in violation of this Article may be discharged, subject to the grievance and arbitration provision of this Agreement. (If arbitrated, and the arbitrator finds the employee to have violated this Article, discharge shall be the proper remedy).

ARTICLE XV - Health and Safety

Section 15.1. Health and Safety.

Southcoast acknowledges its responsibility to provide a safe and healthy work environment for all nurses in the bargaining unit.

Southcoast agrees to provide designated well-lit parking areas for bargaining unit nurses. Upon request, a Southcoast Police/Security Officer will be provided to escort a bargaining unit RN to their car. It is understood that a bargaining unit RN may have to wait a reasonable amount of time for such escort.

Workplace Safety shall be a standing agenda item at the monthly labor management meeting.

Section 15.2. Workplace Violence.

"Workplace Violence" is defined as physical assault, threatening behavior or verbal abuse, or harassment occurring in the work setting. Southcoast recognizes the potential for workplace violence and recognizes its responsibility to provide a safe environment for employees, patients, medical staff and visitors, In accordance with the Southcoast Workplace Violence Prevention and Management Policy as of March 10th, 2020 (the "Policy"), the Hospital will continue a zero tolerance policy and nurses are encouraged to report all incidences of workplace violence in accordance with the Policy. All reports will be investigated as soon as possible.

The Hospital agrees to provide nurses with post crisis intervention to include immediate medical and emotional treatment in the event the nurse is physically assaulted in the workplace. Further, Southcoast recognizes and supports the individual nurse's right to notify the police if they have been assaulted as well as the Hospital's obligation to work collaboratively with outside agencies as appropriate. The Association may designate up to two bargaining unit members (one of whom shall be a regular member of the labor management team) to participate on the existing Workplace Violence Prevention Committee, or its successor; The Chair of the Workplace Violence Prevention Committee or their designee will be invited to attend the parties' labor management meetings. The MNA representative who is also a member of the labor management team may report on nurses' concerns during labor management meetings.

Section 15.3. Crisis Intervention Training.

Southcoast shall educate employees about workplace violence prevention and management, through orientation, annual education, and inservice education. Nurses will have training from a nationally recognized program (e.g., MOAB, CPI, NVCIT). When possible, the training will be provided in person. Southcoast will make reasonable efforts to provide this training to bargaining unit nurses who request it.

Section 15.4. Workplace Violence Precautions.

Within ninety (90) days following ratification of this Agreement, the Workplace Violence and Prevention Committee will review and make recommendations to the Office of the President regarding: (i) improvements to the flagging system in the medical record for patients with a history of violent behavior, (ii) the use of panic buttons throughout the Hospital, and (iii) a visitor badging system for visitors with a history of violent behavior.

Section 15.5. Assault Pay.

Any nurse who uses Earned Time as the result of a physical assault by a patient or visitor in the workplace during the first five (5) calendar days after the assault shall be credited with the Earned Time hours used during such five (5) day period. If a nurse receives workers' compensation for the first five (5) calendar days after the assault, the employee will not be entitled to a credit for Earned Time.

Section 15.6. Communicable or Contagious Exposure.

Recognizing that bargaining unit RNs risk exposure to communicable disease in the ordinary course of performing their duties, Southcoast agrees to provide reasonable preventive measures to safeguard the health and welfare of all bargaining unit RNs. Southcoast agrees to provide each bargaining unit RN, at Southcoast's expense, prompt testing in the event a bargaining unit RN reasonably believes they have been exposed to a communicable or contagious disease in the workplace consistent with Southcoast process for non-bargaining unit employees. Such testing must be performed at Southcoast Employee Health if available, or such other location designated by Southcoast. RNs shall be subject to the same policies, terms and conditions applicable to other employees with respect to the use of Earned Time due to illness caused by exposure to a communicable or contagious disease in the workplace.

Section 15.7. Nursing Practice.

No nurse shall be required to delegate activities contrary to the Massachusetts Nurse Practice Act or any regulation of the Massachusetts Board of Registration in Nursing.

Section 15.8. Technological Changes.

The Association may designate up to two bargaining unit members to participate on the Value Analysis Trial Subcommittee. The Association will notify management of the designated RN representatives, and to the extent possible, will designate RNs from different units in order to facilitate diverse input from different nursing specialties. The Hospital will notify the Association's designees of the date, time and location for any such subcommittee meeting at least one week in advance. The designated bargaining unit members will be released from work without loss of pay to attend meetings that are held during their regularly-scheduled work time. An Association designee who attends the meeting outside of their normal workday will be paid at their regular rate for their time at the meeting.

Section 15.9. Pandemic Preparedness and Response Committee.

The parties recognize their mutual obligation to maintain harmonious relations, serve the needs of the community, assure efficient operations, and to meet the highest of professional standards in such service, particularly during extraordinary circumstances such as an infectious disease outbreak classified as an epidemic or pandemic. In recognition of these mutual obligations, twice annually, a portion of the monthly Labor/Management Committee meeting will be reserved to discuss pandemic preparedness topics, including, but not limited to, personal protective equipment inventory, epidemic/pandemic staffing and care practices, and infection control measures.

In the event the World Health Organization declares an epidemic impacting the Hospital community, or a pandemic, the Hospital and the Association may designate up to five (5) members of the Labor/Management Committee to serve on a Pandemic Preparedness and Response Subcommittee, which will meet as often as the parties mutually agree, adjusted from time to time depending on the severity of the epidemic or pandemic, for the duration of any State of Emergency declared by the Governor of Massachusetts. Subcommittee members will discuss pandemic preparedness topics listed above, and/or any other topics the parties mutually agree will beneficially fulfill their mutual obligations.

ARTICLE XVI - Staffing

Section 16.1. Staffing.

- A. Staffing Guidelines (Section A is effective through December 31, 2024)

The Hospital will publish on every unit the current staffing grids for that department or unit. The Hospital will make good faith efforts to staff to those levels. The parties understand that the Hospital's ability to meet daily staffing plans is subject to variation due to uncontrollable or unpredictable daily occurrences including among other occurrences unplanned increases in census, a significant number of RN vacancies, unplanned absences and unpredictable increases in patient acuity. Accordingly, such episodes of the Hospital's inability to meet these plans will not be subject to grievance and arbitration. Nothing herein relieves management from making reasonable and feasible efforts to attempt to find staff in such occurrences, nor does anything herein prohibit the Hospital from floating staff consistent with this Agreement in order to meet patient care needs.

Notwithstanding the Hospital's rights under Article XIII (Management Rights), the hospital will not exercise those rights to diminish the staffing grids as they apply to registered nurses.

Emergency Department: The Hospital will publish the current Emergency Department staffing plan as presented to the MNA on September 15, 2021. The Hospital will make good faith efforts to staff to those levels as described in the first paragraph of this Section A. The parties understand that Emergency Department staffing is subject to variation and from time to time may result in overflow patients being cared for in emergency hallway areas. The Hospital will make every effort to minimize the utilization of the emergency hallway locations. As soon as practicable after the end of each calendar quarter, the Hospital will inform the Association of the Emergency Department census including the trauma census broken out separately for the quarter. In the event that the Emergency Department census declines or increases by 10% or more over the course of a calendar quarter as compared to the previous calendar quarter, the Hospital and the Association will discuss Emergency Department staffing in the next scheduled Labor-Management meeting, and a report on the census change with any recommendations will be provided to the CNO, who will respond in writing.

The parties also understand that staffing plans have been established based upon the purpose, service and nature of patient care provided in the given unit. It is not the intent of the parties that the plans will continue to apply to a physical location if a unit moves to a new location or if the purpose, nature of patient care or service changes in a unit. The parties will engage in bargaining should either occur to the extent required by the National Labor Relations Act.

The Hospital will post and make good faith efforts to fill sufficient positions to ensure adequate staffing to maintain the staffing levels as prescribed in the grids.

At each monthly labor/management meeting the Hospital will provide a vacancy update report as well as report efforts being made to recruit and hire nurses.

The Labor/Management Committee will review all unsafe staffing reports and will develop strategies to resolve identified problems, and may recommend to the Chief Nursing Officer a plan of action to address the issue(s). Such recommendation will be considered by the Chief Nursing Officer, and their disposition of such recommendation will be forwarded in writing to the Labor/Management Committee.

B. Family Centered Unit

The Hospital acknowledges that continuity in care is valued by both nurses and families. Over the first six months of the Agreement, the Hospital will track disruptions to nurses' assignments on the FCU over the course of their shift. That data will then be shared with the Staffing Committee to discuss innovative strategies and recommendations to decrease disruption and increase continuity of care including, without limitation, the creation of a unit-based float pool. Such recommendation will be forwarded to the Chief Nursing Officer and their disposition of such recommendation will be forwarded in writing to the Labor/Management Committee.

ARTICLE XVII - Miscellaneous

Section 17.1. Tuition Reimbursement.

A full-time nurse who has completed their probationary period will be reimbursed 75% (up to a maximum of \$2,500 in one academic year [i.e., September 1-August 31]) for the tuition cost for successfully completed courses of study, under the following regulations:

- A. The course must be approved by the Organizational Development Manager for the St Luke's Hospital site prior to enrollment. Response to a request will be made within seven days.
- B. The nurse-must receive a passing grade in the course.
- C. The nurse must be on the payroll at the time reimbursement is made.
- D. Tuition reimbursement will be by separate check.

The percentage and maximum figures set forth above will be prorated for part-time nurses who have a scheduled commitment of at least 20 hours per week.

Regularly Schedule Hours at Time of Completion	Tuition Amount Available	Percentage of Tuition Available Per Court
40 hours or 36 MFT	\$2,500.00	75%
32-39 hours	\$2,000	60%
24-31 hours	\$1,500	45%
20-23 hours	\$1,250	37.50%
Flex positions are reimbursed at highest control hours.		

Section 17.2. Certification/Recertification Reimbursement.

Certifications/recertifications for advanced practice that (i) signify attainment of advanced professional knowledge in a specialty field, (ii) attest to compliance with pre-determined standards to practice in a specialty field, (iii) involve preparation, over an extended time, that includes self-study, acquisition of continuing education credits, or other professional activity, (iv) are typically granted for multi-year periods, and (v) are awarded by a professional credentialing organization such as the American Nurse's Credentialing Center (ANCC) and Academy of Lactation Policy and Practice (ALPP) are eligible for reimbursement pursuant to this Section 17.2. Certifications that do not meet these

requirements or that signify training in a particular skill, such as ACLS and BLS, are not eligible for reimbursement pursuant to this Section 17.2.

Upon completion of one continuous year of seniority at the Hospital, a full-time nurse who successfully completes a voluntary, advanced professional certification examination, recertification or recertification examination in the specialty area in which they are working will be reimbursed one time per 12-month period for their actual out-of-pocket cost for the examination fee and/or for the recertification application or examination fee.

Upon completion of one continuous year of seniority at the Hospital, a part-time nurse who is employed to (and regularly scheduled to) work budgeted/control hours (i.e., a position "commitment") of at least 20 hours per week and who successfully completes a voluntary, advanced professional certification examination, recertification or recertification examination in the specialty area in which they are working will be reimbursed one time per 12-month period for their actual out-of-pocket cost for the certification examination fee or for the recertification application or examination fee, as follows:

<u>Weekly Committed Hours</u>	<u>Percentage Reimbursement</u>
32-39 ⁶	85%
24-31	65%
20-23	55%

Nurses seeking reimbursement pursuant to this Section 2.5 will submit a completed Certification Reimbursement form to the Associate Chief Nursing Officer for the St. Luke's Hospital site with proof of payment for which reimbursement is sought and with a certificate of completion for the examination, if applicable. Payment will be based on the actual control hours on the date of the test.

Certification/recertification examination fees and other costs related to certification/recertification examinations will not be eligible for "tuition reimbursement" pursuant to Section 17.1.

⁶ A nurse who works a committed schedule of three 12-hour shifts per week will be considered a full-time nurse for the purpose of this Section 2.5.

Section 17.3. Liability Insurance.

Southcoast will provide liability insurance for nurses in amounts considered appropriate by Southcoast.

Section 17.4. Use of Personal Automobile.

The Southcoast mileage reimbursement policy will be applicable to nurses at the St. Luke's Hospital site to the same extent that it is applicable to nurses at the other two Southcoast hospital sites (i.e, Tobey Hospital and Charlton Memorial Hospital).

Section 17.5. Mandatory Attendance.

Nurses will be paid their salary, plus normal differential, for all nursing programs where attendance has been made mandatory.

Section 17.6. Attire and Appearance.

All employees are required to wear attire which supports basic hygiene, neatness, infection control standards and safety standards and to otherwise comply with Southcoast Personal Appearance and related Safety Standards polic(ies) in effect as of November 17, 2020. However, nurses' hair color or hair style will not be restricted as long as it meets the aforementioned standards.

If a department requires a specific style or color of uniform the Hospital and the Union will meet to discuss the impact of that decision. In all departments that currently (as of November 17, 2020) require a specific style or color of uniform, upon request of the Association, the parties will meet to discuss.

In areas and departments where nurses are required to change into hospital provided attires (e.g., scrubs) as part of performing the work, nurses will be given 10 minutes of paid time at the beginning and end of shift for donning and doffing.

ARTICLE XVIII - Scope and Duration

Section 18.1. Scope of Agreement.

This Agreement constitutes the entire agreement between Southcoast and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as will be reduced to writing and signed by the parties.

Section 18.2. Entire Agreement.

Southcoast has bargained collectively with the Association and set forth the agreements reached in this Agreement with respect to wages, hours and all other conditions of employment for all of the employees in the bargaining unit set forth herein. Prior to the execution of this Agreement, each of the parties made proposals or had the opportunity to make proposals concerning every subject which is legally the subject of collective bargaining.

Section 18.3. Legal Conflict.

Should any provision of this Agreement be declared invalid by a final judgment of a court of competent jurisdiction or through a final decree of government, federal, state or local body, such provision shall be treated for all purposes as null and void but all other provisions of this Agreement shall continue to be in full force and effect.

Section 18.4. Successor.

This Agreement shall be binding upon the parties hereto and their successors. The Hospital shall give notice of the existence of this Agreement to any purchaser. The Hospital will bear no liability as a result of this provision.

Section 18.5. Duration and Renewal.

This Agreement will be effective as of the date of ratification and will remain in full force and effect through, December 31, 2024 and from year to year thereafter unless either party gives written notice of a desire to modify or terminate this Agreement at least 90 days prior to the expiration of this Agreement.

MASSACHUSETTS NURSES ASSOCIATION

SOUTHCOAST HOSPITALS GROUP

Julie Pinkham, RN, Executive Director

President and Chief Executive Officer

Ole Kushner Hermanson,
Director/Strategic Campaigns

Wendy McGill, Associate Director

APPENDIX A

GRADE A

Ratification		RN Licensure Year		step	7/1/2023 - Step Table		step	7/1/2024 - Step Table
0	\$ 32.50	2022		0	\$33.25		0	\$34.00
1	\$ 33.15	2021		1	\$33.92		1	\$34.68
2	\$ 33.81	2020		2	\$34.59		2	\$35.37
3	\$ 34.49	2019		3	\$35.29		3	\$36.08
4	\$ 35.18	2018		4	\$35.99		4	\$36.80
5	\$ 35.88	2017		5	\$36.71		5	\$37.54
6	\$ 36.60	2016		6	\$37.44		6	\$38.29
7	\$ 37.33	2015		7	\$38.19		7	\$39.06
8	\$ 38.08	2014		8	\$38.96		8	\$39.84
9	\$ 38.84	2013		9	\$39.74		9	\$40.63
10	\$ 39.62	2012		10	\$40.53		10	\$41.45
11	\$ 40.41	2011		11	\$41.34		11	\$42.27
12	\$ 41.22	2010		12	\$42.17		12	\$43.12
13	\$ 42.04	2009		13	\$43.01		13	\$43.98
14	\$ 42.88	2008		14	\$43.87		14	\$44.86
15	\$ 43.74	2007		15	\$44.75		15	\$45.76
16	\$ 44.62	2006		16	\$45.65		16	\$46.67
17	\$ 45.51	2005		17	\$46.56		17	\$47.61
18	\$ 46.42	2004		18	\$47.49		18	\$48.56
19	\$ 47.35	2003		19	\$48.44		19	\$49.53
20	\$ 48.29	2002		20	\$49.41		20	\$50.52
21	\$ 49.26	2001		21	\$50.40		21	\$51.53
22	\$ 50.24	2000		22	\$51.40		22	\$52.56
23	\$ 51.25	1999		23	\$52.43		23	\$53.61
24	\$ 52.27	1998		24	\$53.48		24	\$54.69
25	\$ 53.32	1997		25	\$54.55		25	\$55.78
26	\$ 54.39	1996		26	\$55.64		26	\$56.90
27	\$ 55.47	1995		27	\$56.75		27	\$58.03
28	\$ 56.58	1994		28	\$57.89		28	\$59.19
29	\$ 57.71	1993		29	\$59.05		29	\$60.38
30	\$ 58.87	1992		30	\$60.23		30	\$61.59
31	\$ 60.05	1991		31	\$61.43		31	\$62.82

GRADE B

Ratification		RN Licensure Year		step	7/1/2023 - Step Table		step	7/1/2024 - Step Table
0	\$34.55	2022		0	\$35.25		0	\$36.00
1	\$35.24	2021		1	\$35.96		1	\$36.72
2	\$35.95	2020		2	\$36.67		2	\$37.45
3	\$36.66	2019		3	\$37.41		3	\$38.20
4	\$37.40	2018		4	\$38.16		4	\$38.97
5	\$38.15	2017		5	\$38.92		5	\$39.75
6	\$38.91	2016		6	\$39.70		6	\$40.54
7	\$39.69	2015		7	\$40.49		7	\$41.35
8	\$40.48	2014		8	\$41.30		8	\$42.18
9	\$41.29	2013		9	\$42.13		9	\$43.02
10	\$42.12	2012		10	\$42.97		10	\$43.88
11	\$42.96	2011		11	\$43.83		11	\$44.76
12	\$43.82	2010		12	\$44.71		12	\$45.66
13	\$44.69	2009		13	\$45.60		13	\$46.57
14	\$45.59	2008		14	\$46.51		14	\$47.50
15	\$46.50	2007		15	\$47.44		15	\$48.45
16	\$47.43	2006		16	\$48.39		16	\$49.42
17	\$48.38	2005		17	\$49.36		17	\$50.41
18	\$49.35	2004		18	\$50.35		18	\$51.42
19	\$50.33	2003		19	\$51.35		19	\$52.45
20	\$51.34	2002		20	\$52.38		20	\$53.49
21	\$52.37	2001		21	\$53.43		21	\$54.56
22	\$53.41	2000		22	\$54.50		22	\$55.66
23	\$54.48	1999		23	\$55.59		23	\$56.77
24	\$55.57	1998		24	\$56.70		24	\$57.90
25	\$56.68	1997		25	\$57.83		25	\$59.06
26	\$57.82	1996		26	\$58.99		26	\$60.24
27	\$58.97	1995		27	\$60.17		27	\$61.45
28	\$60.15	1994		28	\$61.37		28	\$62.68
29	\$61.36	1993		29	\$62.60		29	\$63.93
30	\$62.58	1992		30	\$63.85		30	\$65.21
31	\$63.83	1991		31	\$65.13		31	\$66.51

GRADE C

Ratification		RN Licensure Year		step	7/1/2023 - Step Table		step	7/1/2024 - Step Table
0	\$37.00	2022		0	\$37.75		0	\$38.50
1	\$37.74	2021		1	\$38.51		1	\$39.27
2	\$38.49	2020		2	\$39.28		2	\$40.06
3	\$39.26	2019		3	\$40.06		3	\$40.86
4	\$40.05	2018		4	\$40.86		4	\$41.67
5	\$40.85	2017		5	\$41.68		5	\$42.51
6	\$41.67	2016		6	\$42.51		6	\$43.36
7	\$42.50	2015		7	\$43.36		7	\$44.22
8	\$43.35	2014		8	\$44.23		8	\$45.11
9	\$44.22	2013		9	\$45.11		9	\$46.01
10	\$45.10	2012		10	\$46.02		10	\$46.93
11	\$46.00	2011		11	\$46.94		11	\$47.87
12	\$46.92	2010		12	\$47.88		12	\$48.83
13	\$47.86	2009		13	\$48.83		13	\$49.80
14	\$48.82	2008		14	\$49.81		14	\$50.80
15	\$49.80	2007		15	\$50.81		15	\$51.82
16	\$50.79	2006		16	\$51.82		16	\$52.85
17	\$51.81	2005		17	\$52.86		17	\$53.91
18	\$52.85	2004		18	\$53.92		18	\$54.99
19	\$53.90	2003		19	\$54.99		19	\$56.09
20	\$54.98	2002		20	\$56.09		20	\$57.21
21	\$56.08	2001		21	\$57.22		21	\$58.35
22	\$57.20	2000		22	\$58.36		22	\$59.52
23	\$58.35	1999		23	\$59.53		23	\$60.71
24	\$59.51	1998		24	\$60.72		24	\$61.92
25	\$60.70	1997		25	\$61.93		25	\$63.16
26	\$61.92	1996		26	\$63.17		26	\$64.43
27	\$63.15	1995		27	\$64.43		27	\$65.72
28	\$64.42	1994		28	\$65.72		28	\$67.03
29	\$65.71	1993		29	\$67.04		29	\$68.37
30	\$67.02	1992		30	\$68.38		30	\$69.74
31	\$68.36	1991		31	\$69.75		31	\$71.13

Grade A RN, Cardiopulmonary Care, Imaging Services, Wound Care
 Grade B Resource Nurse, Case Coordinator, Bed Placement Coord, RDC Coord, RN II Enterostomal
 Grade C Attending Nurse, Permanent Resource Nurse, QI specialist, Psychiatric Coord, Professional Practice Specialist

Academy of Lactation Policy and Practice	50	continuous RN years of benefits	34
Accrual of Benefits	33	court appearance	16
Accrual of Earned Time	21	Crisis Intervention Training	45
accrued ET	26	Daily Minimum Usage	23
Administrative Supervisors	1	date of hire	4
advanced professional knowledge	50	day shift	4
aggrieved nurse(s)	41	day/evening	4
American Nurse's Credentialing Center	50	Death in the Immediate Family	22
anniversary date	3	decision of an arbitrator	43
Annual MNA Convention	31	declines to accept relocation	37
appeal	4	decreased workload	16
applicable shift differential	7	differential	4
applying for vacancies.	34	Director of Labor Relations	40
Assault Pay	46	Discharge	35
assessments	2	disciplinary action	25
Associate Chief Nursing Officer	1	donning and doffing	52
Association	1	dues	2
Association Representatives	39	Duration and Renewal	53
ASU	6	Earned Time Program	21
Attending Nurses	1, 9	Educational leave	30
Attire and Appearance	52	Educator I	1
bargaining unit members	1	Educator II	1
bargaining unit nurses	9	Emergency Department staffing	48
Bargaining Unit Seniority	34	Employee Health physician	26
Bed Placement Coordinators	1	Endoscopy	6
Benefit Seniority	33	Engaging in other employment	35
Bereavement	29	Entire Agreement	53
bonuses	9	epidemic/pandemic staffing	47
break	12	equitable time off	21
Bulletin Boards	40	ET account	22
Cardiopulmonary Care Nurses	1	evening shift	4
care practices	47	Executive Directors	1
Case Coordinators	1	extreme weather emergency situation	6
Cash Surrender of Earned Time	26	Family and Medical Leave Act of 1993	30
cashied in	26	Family Centered Unit	49
Certification	50	Family Medical Leave	26
Certification Reimbursement form	51	family policy	28
Certifications/recertifications	50	FCU	6
Chief Nursing Officer	1	Federal Fair Labor Standards Act	7
Childbirth Educators	1	final schedule	14
Christmas Day	19	flex categories	18
Clinical Nurse Experts	1	flex nurse position	18
collective bargaining representative	39	Flex nurses	17, 18
Communicable or Contagious Exposure	46	flex positions	14
competency	7	Flex Positions	18
continuing education credits	50	float pool	16

Floating	16	Loss of Seniority	35
Floating Holidays	19	low census,	16
FMLA/PFML	33	LPN experience	2
full-time nurse	51	Management Rights	43
Grievance and Arbitration	41	Mandatory Attendance	52
Group Life Insurance Program	28	Martin Luther King Jr. Day	19
harassment	45	mass sick days	44
Health and Safety	44	Massachusetts minimum wage rate	7
holiday pay	7	Massachusetts Nurses Association	1
Holiday pay	19	Massachusetts Paid Family and Medical Leave Act	30
Holiday Pay	20	maximum ET accrual	26
Holiday Vacation Weeks	25	Medical and Dental Insurance	27
Holidays	19	medical disability	26
hours	22	medical leave	26
Hours of Work	12	Meeting Space	40
illness in the immediate family	25	membership	2
Illness or Medical Disability	26	Memorial Day	19
Imaging Services	1	Military	22
immediate family	29	Military Family Leave	32
Independence Day	19	Military Leave	31
individual policy	28	Minimum Salaries	2
industrial accident	32	MNA Board meetings	31
infection control measures.	47	Movement of Work	36
Infection Control Specialists	1	Multi-Site Float Nurses	1
initiation fees	2	New Hire Orientation	40
interference with the operations of the Hospital	44	New Year's Day	19
Interventional Radiology	6	Newly hired RNs	7
involuntary termination	26	night shift	4
job vacancy	37	no strikes	44
Jury Duty	22, 31	non-bargaining unit nurses	9
Labor Day	19	Non-Discrimination	40
Labor Relations Connection	42	non-party witness	16
Labor/Management Committee	13, 41	notice of absence	25
Lactation Consultants	1	Notice of Resignation	39
laid off	38	Nurse Managers	1
Leave of Absence Administrator	26	nurse's account	26
Legacy Sick Time Bank	27	Nurses Relocated Into Bargaining Unit	36
Level I Per Diem	10	Nurses Relocated Out of Bargaining Unit	36
Level I Per Diem Differential	10	Nursing Directors	1
Level II Per Diem	10	Nursing Practice	46
Level II Per Diem Differential	11	on call	5
Liability Insurance	52	On-Call Pay	5
licensure year	2	open enrollment period	26
Life Insurance Program	28	operational coverage	13
Insurance Contract	28	OR	6
lockouts	44	Organizational Development Manager	50
Long-Term Disability Insurance	29	orienteer	8

Overtime compensation	13	Reassignment of nurses	17
overtime extras	15	Recertification Reimbursement	50
overtime pay	7	Recognition	1
PACU	6	Reduction in Force	37
Pandemic Preparedness and Response Committee	47	Reduction in Hours	16
Parental Leave	30	Referral and Retention Bonuses	9
Participation in Professional Association	1	refusal to cross picket lines	44
Part-time hourly employees	22	Registered Nurses	1
part-time nurse	51	regular workday	12
Pay for Earned Time	26	regular workweek	12
pay scale	2	regularly-scheduled hours	5
Per Diem employees	22	Release	16
per diem nurse	2	request time off	25
Per Diem nurses	10	Requests for vacation	24
performance evaluation	4	Resignation	35
Permanent Resource Nurse	9	Resource Nurses	1
permanently	4	Restricted Call	6
personal business	25	Restricted Call pay	6
personal illness	25	Retirement Program	28
Personal Illness	30	RN II	1
personal job-related disability	26	RN II – Enterostoma	1
personal protective equipment inventory,	47	RN Reduction List	39
personal time	22	rotator positions	12
physical assault	45	Salaried exempt	13
Planned" Time Off.	23	salary rate	4
Position Vacancies	36	salary scale	4
post crisis intervention	45	salary scale placement	4
posting	23	Schedules	14
posting dates	14	Scheduling Holiday Work	20
preceptor	8	Scope of Agreement	53
preceptor training program	8	Seasonal Per Diem	11
Preceptorship	7	seniority	24, 51
premium contribution percentages	28	Seniority	33
previous experience	4	seniority roster	23
Prime time	23	service of process	16
Probationary Period	39	Shift Differential	4
professional activity,	50	Short-Term Disability Insurance	29
professional meetings	31	sick leave	22
Professional Practice Specialists	1	Site Administrator	32
proof of payment	51	Sleep Time	15
Psychiatric Coordinators	1	slowdowns	44
pyramiding	13	Southcoast Health System Partnership Plan	28
Rates of Accrual	21	Southcoast Hospitals Group	1
ratification	2	Southcoast Police/Security Officer	44
RDC Coordinators	1	Special leave	31
reasonable preventive measures	46	specialty field	50
Reassignment	16	specific training plan	8
		St. Luke's Hospital	1

Staffing	47	Usage for "Unplanned" Time Off	25
Step 1 Grievance	41	Use of Earned Time	22
Step 2 Grievance	42	Use of Personal Automobile	52
Step 3 Grievance	42	vacation	22
step increases	4	Vacation Planner	23
stoppages of work	44	Value Analysis Trial Subcommittee	47
straight time extras	15	verbal abuse	45
Strikes and Lockouts	44	Veterans' Day	19
Subpoenaed Court Time	16	Voluntary Labor Arbitration Rules	42
Substance Use Disorder Coordinators	1	Weekend Commitment	5
Successor Parties	53	weekend differential	7
Surgical Coordinators	1	work beyond any scheduled shift	13
Team Leaders	1	work environment	44
Technological Changes	47	Work Schedules	14
temporary employees	22	Workers' Compensation	26
Thanksgiving Day	19	Workplace Safety	45
threatening behavior	45	Workplace Violence	45
tier I claim	28	Workplace Violence and Prevention Committee	46
transfer of regular full nurse to per diem position	34	work-related matter	16
Tuition Reimbursement	49	World Health Organization	47
Unauthorized absences	22	Wound Care RNs	1
unforeseen circumstances	27	written notice	4
uniform	52	Yearly Minimum Usage	22
Unit-Based Practice Council	6	years of continuous service	24